

MOOLAHGO API INTEGRATION PLATFORM LICENSE AGREEMENT

Scope and Legal Effect

Thank you for connecting to our API INTEGRATION PLATFORM via the testing and/or production environments (“**MG API**”). This MG API is owned and maintained by MOOLAHGO Pte. Ltd. (“**MG**”). All access to and use of the MG API shall be governed by the terms and conditions contained in this Agreement, which shall constitute legally binding obligations on you in consideration for the license granted by MG to use the MG API. Unless otherwise provided, any updates, enhancements, variation or additions to the MG API, shall be subjected to this Agreement. By using the MG API, you agree to be legally bound by this Agreement, MG’s general Terms of Use (“**Terms of Use**”) and MG’s privacy and personal data protection policy (“**Privacy and Personal Data Policy**”) both of which are available on www.moolahgo.com, which shall take effect upon your first access of the MG API. If you do not accept any term in this Agreement or do not agree to be legally bound by this Agreement, Terms of Use and the Privacy and Personal Data Policy, please do not access and/or use the MG API.

MG reserves the right to supplement, vary or amend the terms of this License Agreement from time to time without prior or subsequent notice. Updated versions of this License Agreement will be published on our website and the “*Last Updated*” date at the top of this document will be revised. It is your responsibility to review this Agreement prior to each access or use to ensure you are aware of any changes made by MG. Your continued access or use of the MG API and/or the Services after changes are posted constitutes your agreement to be legally bound by the Agreement as updated and/or amended and for such revised Agreement to apply to all current and past usage by you of this MG API. If you do not agree to any of the changes, we are not obliged to continue providing you with access to the MG API, and you must stop using the MG API.

MoolahGo API Integration Platform

For the purposes of this Agreement, MG API shall consist of:

- all data, transactional services, connection endpoints, webhooks and information feeds, media, software, and/or electronic documentation made available or supplied by MG or its licensees and
- certain other software, data, and/or documents supplied by MG or its licensees to facilitate use of such data or services. MG API Data & Services means MG’s financial transactional services or application programming interface that allows You and other authorized licensees to access MoolahGo API Data & Services and make use of MG’s Services.

1. Scope of License of MG API

- (a) MG hereby grants to You a non-transferable, non-exclusive, revocable, and limited license for the term of this Agreement to access the MG API and use the MG API data & services strictly for the limited purposes, and under the terms and conditions, as are set forth in this Agreement.
- (b) Subject to Your compliance with the terms of this Agreement, You are hereby permitted to receive, process, and display MG API Data & Services to individual end-users of your application(s), provided
 - such end users use MG API Data & Services strictly for their own personal use,
 - You do not permit Your end users to store, distribute, or otherwise exploit MG API Data & Services for any other purposes.

For clarity, and without limiting the forgoing, You are permitted solely to use MG API Data & Services for reference by Your end users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of MG API Data & Services outside of your application(s).

2. Use of License

- (a) You shall not:

- reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, time-share, resell, or in any other manner exploit MG API;
 - make access to MG API available to unauthorized parties, or otherwise post or distribute MG API in any public forum including, but not limited to, print, newsletters, radio, television, or internet;
 - remove, obscure, or alter any required notice or any notice of MG's intellectual property rights present on or in the MG API, including, but not limited to, copyright, trademark, and/or patent notices;
 - disassemble, translate, reverse engineer or otherwise decompile MG API;
 - knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of MG in MG API;
 - directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of MG in MG API, or assist any party to do so;
 - through Your use of MG API, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of MG;
 - claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to MG's trademarks, or assist any other party to do so;
 - use, store, or access any MG API after the termination of this Agreement;
 - use or permit others to use, market, distribute, or export MG API; or,
 - use MG API in any manner or for any purpose that violates any law, regulation or right of any person. You will be permitted to electronically monitor the activity and transactions on your account via the Platform, which forms part of the Services.
- (b) If you are accessing the MG API on an unpaid commercial arrangement, You need to let Your end users become aware that MG is supplying the functionality you are making use of in your application(s) and You shall include a clickable hyperlink to the MG website at <https://www.moolahgo.com> in your application(s). If you are accessing through a paid subscription model, displaying a clickable hyperlink to the MG website at <https://www.moolahgo.com> in your application(s) would be greatly appreciated.
- (c) You shall use Your best efforts and take all necessary steps to safeguard MG API to ensure that no unauthorized reproduction, publication, disclosure, modification, distribution, or other use of any MG API is made in whole or in part. To the extent that You become aware of any such unauthorized use of MG API, You shall immediately notify MG by emailing "support@moolahgo.com".
- (d) In the event that You or any end users use MG API in violation of this Agreement, as applicable, MG shall have the option of electing liquidated damages.

3. Services and Data

- (a) Subject to the terms herein, MG will provide You with access to MG API. All calls to the MG API must reference the credentials issued to You by MG. You may not disclose Your credentials to any other party. You are solely responsible for ensuring the secrecy and security of Your credentials and will be responsible for all activities that occur using such credentials. You shall not use the MG API in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage.
- (b) The extent of Your usage of the MG API is dependent on Your subscription plan. You shall not exceed the usage limits associated with Your account. Unused amounts of call usage will not be carried over from one monthly period to the next. If You exceed Your monthly usage limit, the MG API will return an error message stating that Your monthly usage limit has been reached and no further API calls can be made within the current monthly term. It is Your sole responsibility to ensure that your application(s) properly detect and handle any returned error messages. MG will make reasonable efforts to help You identify and resolve usage problems, or to review the suitability of Your current subscription plan for Your needs. MG reserves the right to limit or throttle the number of network calls available to Your application(s) if MG (in its sole discretion) believes that such calls are being made for malicious reasons, or as the result of a technical error.

- (c) You shall be solely responsible for acquiring, providing, and maintaining all software/hardware and Internet Services required to access the MG API, including but not limited to telecommunication and internet connections, ISP, web browsers, and/or other equipment and software required to access and use the MG API.
- (d) You hereby acknowledge that from time to time, the MG API may be inaccessible or inoperable for any reason, including, without limitation:
- equipment (hardware) malfunctions;
 - software malfunctions;
 - periodic maintenance procedures or repairs which MG may undertake from time to time; and/or,
 - causes beyond the reasonable control of MG and/or not reasonably foreseeable by MG
- (e) You acknowledge that MG may from time to time, and in its sole discretion, update or change the content or format of MG API. MG shall strive to provide reasonable advance notification of such changes; however, from time to time sudden changes may be required, and since MG strives to accurately reflect these and adjust to these changes, significant advance notice is not always possible. You may be required to use the most recent version of the MG API in order to ensure functionality of Your application(s) with MG API.

4. Publicity

- (a) You are permitted to state publicly that you are a subscriber of the MG API. You agree that MG may include Your name and trademarks in a list of MG API users, online or in promotional materials. You also agree that MG may verbally reference You as a user of the MG API. You may opt out of the provisions in this section by contacting MG Support.

5. Proprietary Rights

- (a) "MoolahGo", "moolahgo.com", the MoolahGo logo and other identifying marks of MG are and shall remain the trademarks and trade names and exclusive property of MG, and any unauthorized use of these marks is unlawful. Other trade-marks on the Services included in the MG API are the property of their respective owners.
- (b) Use of MG API is licensed, and not sold.
- (c) In the course of providing the MG API, MG collects information, including standard information of the type normally exchanged when accessing any web site or web service. This information pertains only to the access of the MG API, and is no different in nature to the information available to any Internet web server during the course of fulfilling a standard web request. Please read MG's Privacy and Personal Data Policy. By agreeing to the terms of this Agreement, You are expressly consenting to MG's collection, use, retention, and disclosure of information as set out in its Privacy Policy.
- (d) You acknowledge that MG owns all right, title, and interest (including but not limited to all copyright rights therein) in and to the MG API, and that You shall not take any action inconsistent with such ownership. Nothing contained in this Agreement shall be construed as granting You or any end users any ownership rights in or to any MG API.
- (e) MG reserves the right at any time to terminate this Agreement, or withdraw from providing access to the MG API.

6. Disclaimer

- (a) The MG API is provided by MG in good faith and although MG endeavours to ensure that the information provided by the MG API are accurate and obtained from sources believed to be reliable, MG does not guarantee or warrant:
- the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of MG API; or
 - that the MG API is free from errors or other material defects.
- (b) The MG API is provided “as is” and “as available”, without any warranty of any kind and MG, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement of the rights of third parties. In no event shall MG be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall MG, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the MG API, be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In the event the limitations and disclaimers contained in this Agreement are found by a court of competent jurisdiction to be ineffective or inapplicable, the parties agree that MG’s maximum aggregate liability to You and all end users, whether arising in contract, tort, strict liability, or otherwise, shall be limited, and in no event shall it exceed, the amount of fees paid by You for the current term.
- (c) You acknowledge that MG is not, and is not affiliated with, a financial institution or financial data feed provider, but obtains its financial data from a variety of sources. You further acknowledge that financial data often differs between financial institutions and between geographic jurisdictions and accordingly may vary from that provided by MG pursuant to this agreement. Although MG has used its commercially reasonable efforts to obtain the most accurate and timely financial data available from the aforementioned sources, MG makes no representations or warranties as to accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing or completeness of the MG API Data or the MG API. You acknowledge that no part of MG API Data constitutes advice regarding financial, investment, legal, or tax issues, and that You and all end users should seek independent professional advice before making any decisions regarding such issues.
- (d) MG does not represent or warrant that the MG API, or access to the MG API, will be uninterrupted or error-free or that errors in the MG API and/or its data/services will be corrected.
- (e) In no event shall MG, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the MG API be liable to You or to any end users in any manner whatsoever for any interruptions, delays, the unavailability or inoperability, inaccuracies, errors, or omissions, regardless of cause, in the MG API and/or the its Data & Services or for any losses, damages, liabilities or expenses resulting therefrom regardless of cause, even if MG knew or should have known of the possibility of or could have prevented such damages.
- (f) You shall indemnify, defend, and save harmless MG, its affiliates and subsidiaries, and their officers, directors, employees and agents from any loss, damage, liability or expense (including reasonable attorneys’ fees, accountants’ fees and other legal expenses) to which any of them may become subject to and which are in any way related to or which have arisen under or in connection with:
- any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the MG API; and/or,
 - any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

7. Capacity to Enter into this Agreement

By using the MG API, you represent and warrant to MG that:

- (a) You are of legal age and are under no legal disability or incapacity;
- (b) You have full power and authority to enter into, and have taken all necessary steps to enable you to lawfully enter into this Agreement, and the transactions contemplated by it; and
- (c) You will not enter into any transaction as or by way of a wager and all transaction requests made to MG hereunder are lawful.

8. General

- (a) If any of the terms in this Agreement are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which the Agreement are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Agreement and the remaining terms of the Agreement shall survive, remain in full force and effect and continue to be binding and enforceable.
- (b) Other than as set out in this Agreement, all personal communications from MG relating to this Agreement shall be in writing and delivered electronically to you to the electronic mail address or address provided by you to MG. Any such communication shall be deemed to be delivered: (i) if sent by post, at the commencement of the third working day after the date of posting or (ii) if sent by electronic mail, at the time of transmission, unless a failure of delivery notice is received by the sender.
- (c) Save for the indemnified persons, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore or under any law, to enforce any provision in this Terms of Use.
- (d) The use of the MG API and any questions or disputes arising therefrom shall be construed in accordance with the laws of the Republic of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.

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