

Fynka End User License Agreement

This End User License Agreement (this "**Agreement**"), is a binding agreement between Burrus Development Group ("**BDG**") and the person that downloads and/or uses the Fynka Application for iOS or Android ("**App**"), such person referred to in this Agreement as "**you**" or "**user**".

BDG provides the App for the purpose of assisting smallholder farmers to improve their finances by providing them with a finance management application and for the purpose of compiling statistics and reports for BDG and/ or third parties with whom BDG contracts. The App is provided solely on the terms and conditions set forth in this Agreement and on the condition that you accept and comply with these terms. The access to the content of the App is granted due to the qualification as a smallholder farmer or agronomist providing services to farmers.

By clicking on the "**accept**" button you accept this Agreement and agree that you are legally bound by its terms; and you warrant that: (i) you are at least 18 years of age and of the legal age and capacity required under applicable laws or have obtained parental consent to enter into a binding agreement; and (ii) if you are acting on behalf of a corporation, governmental organisation or other legal entity, you have the right, power and authority to enter into this Agreement on behalf of such corporation, governmental organisation or other legal entity and bind the corporation, governmental organisation or other legal entity to this Agreement. If you do not agree to the terms of this Agreement, BDG will not and does not license or grant any right to use the App to you and you must not download or install or use the App or the user manuals, technical manuals and any other materials provided by BDG, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the App ("**Documentation**").

1. License Grant and Scope

Subject to and conditioned upon your strict compliance with all terms and conditions set forth in this Agreement, BDG hereby grants to you free of charge, a non-exclusive, non-transferable, non-sublicensable, limited license during the term of this Agreement to use the App and access the Documentation, solely as set forth in this Section 1 and subject to all conditions and limitations set forth in Section 3 or elsewhere in this Agreement. This license grants you the right to:

- a) download and install the App on an iOS or Android mobile device owned or leased, and controlled, by you and to use the App for the purpose described in the introductory Section of this Agreement; and
- b) use and run the App as properly installed (respectively configured) in accordance with this Agreement and the Documentation.

BDG reserves all rights in the App and the Documentation not expressly granted to you here.

All copies of the App or the Documentation made by you (i) will be the exclusive property of BDG;

(ii) will be subject to the terms and conditions of this Agreement.

The App will be installed on your device for the use of its financial management for smallholder farmers features and to generate information about the financials of smallholder farmers (the "**Services**"). BDG does not have any control over the interactions between you and other users nor over what personal data you choose to store via the App.

2. Your User Account

To access the App, you need to register with a user account and to provide a valid mobile phone number to verify your identity ("**User Account**"). If you verify your identity with the code sent to you by SMS on registration, you will have full access to the App via your User Account.

You will not share your User Account or registration details with any other person.

You are responsible for keeping your User Account secure while you use our Services. You are responsible for all activity that occurs under your User Account (even when content is posted by others under your User Account). You are responsible for maintaining the security of your User Account and registration details.

You will notify BDG immediately at legal@burrusdevelopment.com if you become aware of any unauthorized use of, or access to, the App with your registration details.

3. Acceptable Use

You shall not directly or indirectly:

- (a) violate any applicable laws, including copyright or trademark laws, data protection laws, or other laws in your jurisdiction. You shall be responsible for making sure that your use of the App is in compliance with laws and any applicable regulations.
- (b) use, encourage, promote, facilitate or instruct others to use, the App for any illegal, harmful, fraudulent, infringing or offensive purpose, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive.
- (c) reproduce, duplicate, copy, sell, resell or exploit any portion of the App without BDG's express written permission.
- (d) use (including make any copies of) the App or the Documentation beyond the scope of the license granted under Section 1 above;
- (e) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not worthy of protection, of the App or the Documentation or any part thereof;
- (f) combine the App or the Documentation or any part thereof with, or incorporate the App or the Documentation or any part thereof in, any other programs;

- (g) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (h) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the App or the Documentation, including any copy thereof;
- (i) interrupt, disrupt, alter, destroy, impair, restrict, tamper with, or otherwise affect the proper operation of the App in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program; and
- (j) share or enter personal data of members of the household without their explicit permission.

4. Compliance Measures

The App may contain technological copy protection or other security features designed to prevent unauthorized use of the App, including features to protect against any use of the App that is prohibited under Section 3. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

5. Updates

BDG may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that BDG has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet

- (a) either the App will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

6. Responsibility for Use of the App and the Documentation

You are responsible and liable for all uses of the App and the Documentation through access thereto provided to you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the App and the Documentation by any other person to whom you may voluntarily or involuntarily provide access to or use of the App or the Documentation, whether such access or use is permitted by or in violation of this Agreement and whether such access or use is authorised by you or not.

7. Geographic Restrictions

Access to and use of the App may not be available in certain jurisdictions. You acknowledge that you may not be able to access all or some of the content of the App and that access thereto may not be legal for certain persons or in certain jurisdictions. If you access the App, you are responsible for compliance with local laws.

8. Intellectual Property Rights

Any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world are referred to as intellectual property rights (the "**Intellectual Property Rights**").

You acknowledge and agree that the App and the Documentation are provided under license, and not sold or donated, to you. You do not acquire any ownership interest in the App or the Documentation under this Agreement or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. BDG reserves and shall retain its entire right, title, and interest in and to the App and the Documentation and all Intellectual Property Rights arising out of or relating to the App and the Documentation, except as expressly granted to you in this Agreement.

9. Feedback

If you send or transmit any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. You hereby assign to us all right, title, and interest in, and agree to provide us any assistance we require to document, perfect, and maintain our rights. We are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

10. Confidentiality Obligations

The App contains and presents proprietary information of BDG, its users and the members of the household of a user. You will keep the App contents strictly confidential and will use all reasonable endeavours to ensure that access to the App contents is restricted to persons authorized to use them.

Upon request, all App content shall be deleted or returned to BDG. This also applies with regard to all copies, photographs, computer disks or other media for the storage of App content.

The aforementioned obligations do not apply to information in the App contents where you can demonstrate that such information:

- (a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public through no breach of this Agreement by you;
- (b) is disclosed to you by a third party who is entitled to disclose it without breaching a confidentiality obligation under this Agreement or otherwise;
- (c) as shown by written records, was known to you, or was in your possession, prior to the time of disclosure under this Agreement; or
- (d) as shown by written records, is developed by you independently of any information disclosed in the App contents.

11. Data Protection

You acknowledge and agree that by using the App, BDG may receive certain information about you, including personal data as set out in the Privacy Policy.

You shall ensure that you have obtained the necessary rights to disclose personal data of your household members on the App.

Any exchange of data between you and other users or program providers is subject to their individual privacy principles. It is your responsibility to read and accept such privacy principles before you decide to share your data or data of members of your household through the App with any other users or program providers.

Data processed and collected via the App will be treated in accordance with BDG's Privacy Policy available during the account creation phase (the "**Privacy Policy**"). You hereby explicitly consent to BDG's collection, processing and disclosure of such data in accordance with and as set out in the Privacy Policy and the Documentation.

12. Third Party Services and Offerings

The App may display, include, or make available third-party content (including information about programs) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Offerings**"). You acknowledge and agree that BDG is not responsible for Third Party Offerings, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. BDG does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Offerings. Third Party Offerings and links thereto are provided to you based on your selection, and you access and use

them entirely at your own risk and subject to such third parties' terms and conditions.

13. Disclaimer of Warranty

To the fullest extent permitted by applicable law (i) the App and the Documentation are provided on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim all implied warranties as to the App and the Documentation including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) we do not warrant that the App and the Documentation are reliable, current or error-free, meet your requirements, or that defects in the App or the Documentation will be corrected; and (iii) we cannot and do not warrant that the App and the Documentation are free of viruses or other harmful components.

Certain features and functions of the App present financial information based on the information entered by the users themselves. This information does not constitute any financial advice. Information presented as part of features and/ or functions of the App are only approximate indications of your financial situation. BDG recommends obtaining professional financial advice before you act on the basis of the information presented on the App.

14. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless BDG, its affiliates and BDG's as well as the affiliates' respective past, present and future employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns (the "**BDG Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your use of the App or the Documentation; (ii) your responsibilities or obligations under this Agreement; (iii) your violation of this Agreement; (iv) your violation of any rights of any other person or entity; (v) any dispute between you and any other person; or (vi) any regulatory enforcement actions, which were initiated by your actions or omissions.

15. Release

To the fullest extent permitted by applicable law, you release BDG and the other BDG Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users of the App or the Documentation.

16. Limitation of Liability

To the fullest extent permitted by applicable law: In no event will BDG or any of the BDG Parties be liable for any direct, indirect, special, incidental, consequential, punitive, enhanced or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages) arising out of or in any way related to the use of the App or the Documentation or otherwise related to the App or the Documentation or this Agreement, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

17. Termination

17.1. Termination of this Agreement

BDG has the right to suspend or terminate any User Account at any time effective immediately, with or without cause and with or without notice. In particular, if access to the content of the App has only been granted because of the qualification as a smallholder farmer or agronomist providing services to farmers, BDG may terminate the User Account if that qualification changes.

17.2. User Account Cancellation

You can cancel your User Account at any time by sending a request to legal@burrusdevelopment.com or use the App to directly contact us.

17.3. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

We may also retain and use your information in an anonymised and if this is not possible in a pseudonymised form for reporting and statistical purposes.

The provisions of this Agreement which by their sense and context should survive any termination of this Agreement, including without limitation Sections 9, 11, 12, 14, 15, 17, ~~16~~, 19 and ~~Erreur ! Source du renvoi introuvable.~~, shall survive termination of this Agreement and shall remain binding on the parties.

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18. Miscellaneous

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of

the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

This Agreement, the Documentation and our Privacy Policy constitute the entire agreement between you and BDG with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

19. Changes to This Agreement

We reserve the right, at our sole discretion, to amend and update this Agreement at any time. We will notify our users of changes to this Agreement by push notice, which is the case if these Terms no longer reflect what has originally be agreed upon as the basis for the agreement between you and us.

For all other modifications, your acknowledgement and continued use of the App constitutes agreement to our revisions of this Agreement.

20. Governing Law and Court Venue

This Agreement shall be governed by substantive Swiss law, excluding Swiss conflicts of law rules. The United Nations Convention on the International Sale of Goods shall not apply.

Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland.