

Last updated: February 2, 2022

SEGMINT SERVICES TERMS OF USE FOR SNOWFLAKE TRIAL

Welcome to the Segmint Merchant Payment Cleansing Application (the “Segmint Services”). BY ACCESSING, BROWSING, OR USING THE SEGMINT SERVICES, or by clicking to agree to these Terms of Use when that option is made available to you, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY PRACTICE. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND OUR PRIVACY PRACTICE THEN PLEASE DO NOT USE OR ACCESS THE SEGMINT SERVICES.

SEGMINT SERVICES CONTENTS, OWNERSHIP, AND USE RESTRICTIONS

The Segmint Services and all information contained within the Segmint Services including all images, illustrations, designs, photographs, video clips, data, source code, object code, writings and other materials that appear herein are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed (all of which, collectively, are herein referred to as the Contents) by Segmint or are the property of their respective owners.

Segmint hereby grants to you a temporary, revocable, limited, non-transferable, and non-exclusive license to use the Segmint Services, subject to the restrictions set forth in these Terms of Use, on a trial basis to conduct an analysis of 2500 transactions selected solely by Segmint to provide enrichment details for the 2500 transactions (the “Data Output”). Once the 2500 transactions have been analyzed, your license to use the Segmint Services to conduct any further analyses will expire and you must cease all use of the Segmint Services related to running an analysis. You may, however, utilize the Data Output for 60 days from the date of your first use of the Segmint Services (the “Term”). Upon conclusion of the Term, these Terms of Use will expire and your use of the Data Output will expire. Any use of any of the Segmint Services or Data Output by you other than as set forth in this Agreement is expressly prohibited.

The Segmint Services, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all intellectual property rights therein, are and shall remain the sole and exclusive property of Segmint and its licensors. Your rights to use the Segmint Services shall be limited to those expressly granted in these Terms of Use. No other rights with respect to the Segmint Services or any related intellectual property rights are hereby granted or implied.

You may not: (i) use the Segmint Services or any of the Data Output or the Segmint Services after termination or expiration of these Terms of Use unless you are licensing software or services from Segmint, (ii) offer or make commercially available the Segmint Services or the Data Output or software utilizing Data Output; and (iii) use the Segmint Services or Data Output to develop or offer similar data products that include merchant identification or classification from transaction data. You shall be responsible and liable to Segmint for any data you upload or provide in connection with the Services.

You agree not to remove any titles, trademarks, and copyright and restricted rights notices in the Segmint Services or to use any of the Segmint trademarks.

You acknowledge that the Segmint Services may include proprietary software, source code, object code versions, algorithms and structure that constitute valuable trade secrets of Segmint. Accordingly, except as permitted under these Terms of Use, you will not and will not permit anyone else to: (i) sell, lease, distribute, republish, copy, distribute, download, display, perform, modify, post electronically or mechanically, transmit, record, or in any manner mirror or provide access to the Segmint Services to any third party; (ii) reverse engineer, or otherwise attempt to derive source code from the Segmint Services in whole or in part; (iii) circumvent, enable, modify, or provide access, permissions or rights that violate the technical restrictions of any Segmint Services, (iv) copy or modify any Segmint Services; (v) intentionally interfere with or disrupt the integrity of performance of any Segmint Services or any system or third party data contained therein, (vi) use Data Output for any other purpose than as allowed herein, (vii) creating an application that will allow circumvention of these Terms of Use.

Segmint controls and operates the Segmint Services from its offices within the United States. Claims relating to, including the use of, the Segmint Services and the materials contained herein are governed by the laws of the United States and the State of Ohio, without regard for its conflicts of law provisions. We both agree that we shall use commercially reasonable efforts to resolve any disputes that may arise pursuant to these Terms of Use. Nevertheless, Segmint and you agree that the courts located in Cuyahoga County in the State of Ohio will have exclusive jurisdiction to hear and determine any disputes related to these Terms of Use and the Segmint Services. If you choose to access the Segmint Services from another location, you do so on your own initiative and are responsible for compliance with applicable local laws.

Segmint as part of the Segmint Services will handle your data as set forth in the Segmint Privacy Policy – see the Privacy Practice at <https://segmint.com/about/privacy-practice> for further details.

DISCLAIMER OF WARRANTY

SEGMINT IS PROVIDING THE SEGMINT SERVICES AND THEIR CONTENTS ON AN AS IS BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALTHOUGH SEGMINT BELIEVES THE CONTENT OF THE SEGMINT SERVICES TO BE ACCURATE, COMPLETE, AND CURRENT, SEGMINT DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE THROUGH THE SEGMINT SERVICES IS ACCURATE, COMPLETE, OR CURRENT.

DISCLAIMER OF LIABILITY

IN NO EVENT SHALL SEGMINT BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, DATA, OR PROFITS, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ALL ARISING OUT OF OR IN CONNECTION WITH USING THE SEGMINT SERVICES. SOME JURISDICTIONS DO NOT ALLOW

LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SEGMENT'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

You agree to defend, indemnify and hold Segmint (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, including reasonable attorneys' fees, costs, expenses or damages relating to defending such claims, arising out of or related to your use of the Segmint Services, a breach of your representations and warranties set forth herein, your breach of these Terms of Use, or your violation of any law or the rights of a third party.

MISCELLANEOUS

By submitting your email address in connection with the Segmint Services, you agree that Segmint and its third party service providers may use your email address to contact you about the status of your use of the Segmint Services and other administrative purposes.

These Terms of Use will automatically expire at the end of the Term unless terminated sooner in accordance with these Terms of Use. Either party may terminate these Terms of Use for any reason or no reason upon written notice to the other party. These Terms of Use will automatically terminate upon any breach by you of any of your obligations hereunder. Upon expiration of the Term or termination of these Terms of Use, you shall cease to use of the Segmint Services and Data Output and will remove the Data Output and all licensed data, and all physical or electronic embodiments, materials delivered to you by Segmint, and copies of such materials. You, at your own cost and expense, shall destroy, upon expiration of the Term or termination of these Terms of Use, all such licensed data, Data Output, including copies, modules, or source code and materials in your possession or control regarding the Segmint Service and all copies thereof, in whole or in part, and all physical or electronic embodiments of materials delivered to you by Segmint, and copies of such materials. Upon a request from Segmint, you shall provide Segmint with a written statement signed by an officer of you certifying that, you have destroyed all such items.

These Terms of Use may not be assigned by you without the prior written consent of Segmint, and any attempt to assign without such consent shall be null and void. You acknowledge that any breach of your obligations under these Terms of Use with respect to the proprietary rights of Segmint will cause Segmint irreparable injury for which there are inadequate remedies at law, and, therefore, Segmint will be entitled to equitable relief in addition to all other remedies provided by these Terms of Use or available at law or in equity. The Terms of Use do not establish any joint venture or agency. We are independent contractors, and neither of us shall have any authority to bind the other for any purpose.

You are solely responsible for any and all activity that occurs on your account. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized

or performed using your account, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms of Use or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your personal information on your device. If you suspect or become aware of any unauthorized activity or access to your account, you must contact us immediately at netops@segmint.com.

SECURITY

In using the Segmint Services you agree to the following:

- (a) you will not use any device, software, or other instrumentality to disrupt, damage or interfere with or attempt to disrupt, damage or interfere with the proper functioning of the Segmint Services;
- (b) you will not violate or attempt to violate the security of the Segmint Services, including, without limitation, (i) logging onto an account that you are not authorized to access; (ii) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Segmint Services, overloading, flooding, spamming, mail bombing or crashing; or (iii) attempting to transmit any virus, Trojan horse or other software destruction or disruption device; and
- (c) you will not intentionally or unintentionally violate any applicable international, federal, state or local law, including but not limited to any regulations applicable to your use of the Segmint Services.

NOTICE FOR CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Segmint Services, please send an email to cs@segmint.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

REVISIONS

In an effort to provide our customers with the most current information, Segmint will, from time to time, make changes to the Segmint Services and in the contents and in the products or services described in the Segmint Services, including, without limitation the transactions analyzed by the Segmint Services.

Segmint reserves the right, in its sole discretion, to revise these Terms of Use at any time upon posting the amended terms without providing notice to you. The amended terms shall automatically be effective upon posting. You should visit this page from time-to-time to review the then-current terms, because they are binding to you. Your continued use of the Segmint Services following Segmint's posting of any changes will constitute your acceptance of such changes. You agree that in the event any portion of these Terms of Use is found to be unenforceable, the remainder shall remain in full force and effect. By using the Segmint Services you agree to be bound by any such revisions and should therefore periodically visit this section of the Segmint Services to determine the current terms of use to which you are bound.