

Mimo Platform Terms of Service

Last updated: 03 March 2026

Your attention is particularly drawn to the provisions of Part 1 section 15 (Limitation of Liability).

A. About us.

Omim Technology Ltd (company number 14546072) ("Mimo", "we" and "us") is a company registered in England and Wales with a main trading address at 9 Appold Street, London, EC2A 2AP, England. To contact us email: support@mimohq.com. Mimo operates an integrated invoice management platform (the "**Mimo Platform**").

B. Our contract with you.

These terms of service (the "**Terms**") apply to the order by you and supply of services by us to you ("**Order**") as a user of any of the Services related to the Mimo Platform set out in Part 1 section 1 below. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

C. Placing an Order

You may follow onscreen prompts to place your Order or agree an order form for the Mimo Platform and Services with our sales team. Each Order is an offer by you to buy the Services specified in the Order, subject to these Terms. Our acceptance of your Order takes place when we send an email to you to accept it at which point the Order between you and us will come into existence. If you do not agree to be bound by these Terms you must not access or use the Mimo Platform or any Services or attempt to do so.

D. Contents of these Terms and Main Definitions

These Terms are divided into two parts:

- **Part 1:** Mimo Platform Terms
- **Part 2:** Data Processing Addendum

Definition	Meaning
Accountant Dashboard	The Mimo Platform Service for Practices more particularly described in Part 1 section 1.7 of these Terms.
Clients	A client of a Practice.
End Customers	<p>If you are the customer of a User of the Mimo Platform, but you do not have an account on the Mimo Platform, you are an "End Customer".</p> <p>Users may send End Customers an invitation to a portal on the Mimo Platform displaying invoices relating to them and any communications that Users have sent to them via the Mimo Platform ("Customer Portal").</p> <p>End Customers using the Customer Portal only are not Users of the Mimo Platform and these Terms apply to End Customers only where specified.</p>
Mimo Associate	The Mimo Platform Service for Practices more particularly described in Part 1 section 1.6.
Mimo Payments	Collectively the "Pay by Mimo" and "Get Paid by Mimo" Services described in Part 1 sections 1.4 and 1.5.
Practices	A firm providing accounting services to Clients.
Service(s)	The services provided on the Mimo Platform, including the Mimo Payments, Mimo Associate and Accountant Dashboard services.
Users	An entity that has an account with Mimo for use of Mimo Payments and/or the Mimo Associate Service(s).

Part 1: Mimo Platform Terms

1. What Services are available on the Mimo Platform?

- 1.1 The Mimo Platform enables you to identify and manage third party supplier and customer invoices, in order to improve operational efficiency.
- 1.2 The Mimo Platform is cloud-based software which is made available to you, in accordance with these Terms, to enable you to access the Services. The Mimo Platform will be made available to you via website, download or any other method as provided by us from time to time.
- 1.3 All descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of your Order or have any contractual force.
- 1.4 "**Pay by Mimo**" Services are available on the Mimo Platform to Users in order to help with accounts payable, including the following:
 - (a) **E-Money Wallet:** Through the Mimo Platform you are able to access an E-Money Wallet (the "**E-Money Wallet**") held with, issued and operated by an e-money institution (the "**E-Money Wallet Provider**") authorised by the Financial Conduct Authority ("**FCA**") which is partnered with Mimo. You can add money to your E-Money Wallet and pay your supplier invoices using the funds in this E-Money Wallet.

This E-Money Wallet is not issued or operated by Mimo, and you will be required to agree to the terms and conditions of the E-Money Wallet Provider during Mimo Platform onboarding,

- (b) **Mimo Flex:** Where you meet certain eligibility criteria, you may be offered the Mimo Flex credit line option to pay your suppliers. If you select the "Mimo Flex" option for payment of your supplier invoices, we will give you the option to defer payment for up to 90 days. We will then send funds to cover the value of your supplier invoice to the E-Money Wallet specified in the Customer Information Sheet (see section 2 below). These funds will be provided to you by us under an unsecured credit line (subject to your eligibility). Provision of the Mimo Flex service requires that you satisfy our onboarding criteria for this product, and that you sign a separate finance agreement with additional terms,
 - (c) **Open Banking Payment Plug-In:** You can also pay your suppliers through your 'house bank account' by using the Open Banking Payment Plug-In on the Mimo Platform. You can select the 'Bank Account' option on the Mimo Platform either to add funds to your E-Money Wallet or to pay a supplier invoice, and you will be redirected to the platform of Plaid Financial Ltd an authorised payment institution regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 804718, the "**Open Banking Provider**"). The Open Banking Provider provides you with regulated account information services through Omim Technology Ltd as its agent. The Open Banking Provider will connect with your existing bank accounts and allow you to use the funds from your existing bank accounts to add money to the E-Money Wallet specified in your Customer Information Sheet (the "**Open Banking Payment Plug-In**"). If you select this option to pay a supplier invoice, money will be added to your E-Money Wallet, and the invoice will be settled immediately or on a selected future date using these funds. You can also use the Open Banking Payment Plug-In to manage your payroll payments,
 - (d) **Direct Debit:** If you opt to use 'Get Paid by Mimo', then there is the option to connect your existing Direct Debit mandate accounts with the Mimo Platform where the provider is an approved partner of Mimo. This will enable you to set up new Direct Debit mandates through the Mimo Platform, and to view your existing Direct Debit mandates already set up in your existing account. The Direct Debit mandate will be operated by an FCA-authorised payment institution partnered with Mimo (the "**Direct Debit Provider**"). For more information, see section 7.5(c) of these Terms,
- 1.5** **"Get Paid by Mimo":** The Mimo Platform also facilitates direct payment into your E-Money Wallet by your End Customers. This service provides you with an overview of outstanding invoices your End Customers have yet to settle with you, aggregated data regarding these invoices and 'payment scores' for each End Customer. The service also allows you to send invoice reminders to your End Customers and for them to pay you on the Mimo Platform using the Open Banking Payment Plug-In. For more information, see section 7 of these Terms,
- 1.6** **Mimo Associate:** A service for Practices to add an intelligent layer of agents, workflows and collaboration tools to their work as a User of the Mimo Platform.
- 1.7** **Accountant Dashboard:** If a Practice is (i) a User of Mimo Payments or (ii) a User of Mimo Associate or (iii) not a User, but its' Client has given the Practice permission to use the Accountant Dashboard to use Mimo Payments on Client's behalf, then Practices can use the following Accountant Dashboard features:
- (a) **My Clients:** This tab will provide your Practice and/or any individual representatives of the Practice nominated by your Practice ("**Practice Members**") with an overview of the supplier invoices payable by your (or their, in the case of a Practice Member) Clients who are Users of the Mimo Platform. The 'My Clients' tab will provide an overview of each Client's supplier invoices which are 'awaiting approval', 'unpaid' and 'upcoming' as well as the total overdue amount. It will also

show the status of your Practice/Practice Member in relation to the Client's supplier invoices, for example, whether your Practice has been assigned the responsibility of paying or approving the supplier invoices.

- (b) **All Clients:** This tab will provide your Practice with an overview of all Clients which are Users of the Mimo Platform, the relevant Practice Members responsible for the client relationship and their roles in relation to the Client (where applicable) and the current status of the Client on the Mimo Platform (for example, where the client is active or is awaiting KYC approval).
- (c) **Payments:** Where your Client has provided payment permissions to your Practice and relevant Practice Members, you will be provided with access to the Client's account on the Mimo Platform (including their E-Money Wallet), and will be able to make payments on their behalf using the Services (including Mimo Flex (if the Client is eligible) and the Open Banking Plug-In).

(sections 1.4 - 1.7 above, together, the "**Services**").

2. Who is providing the Services?

- 2.1 Omim Technology Ltd provides the Mimo Platform through which you can access the Services. Some of the Services will be provided by FCA regulated entities, as selected and appointed by Mimo from time to time (the "**Third-Party Service Providers**").
- 2.2 Upon onboarding as a User you will be provided with an information sheet setting out the details of the Third-Party Service Providers relevant to your account on the Mimo Platform (the "**Customer Information Sheet**"). We reserve the right to change the Third-Party Service Providers listed in the Customer Information Sheet at any time, and will notify you in writing if we do.
- 2.3 You acknowledge that your use of the Services may be subject to the terms of the Third-Party Service Providers we use in respect of the Services, which we will notify to you as part of your onboarding to the Mimo Platform or upon your initial use of the Mimo Platform. These terms will be referred to in your Customer Information Sheet, please read them before using the services of the Third-Party Service Providers on the Mimo Platform.

3. Who can use the Mimo Platform?

- 3.1 To access and use the Mimo Platform, Users must:
 - (a) have read and understood and agree to be bound by these Terms and our Privacy Policy (which can be found [here](#));
 - (b) agree to and pay the relevant fees as set out in the Order or on the pricing page of the site applicable to your Order for the Mimo Platform;
 - (c) nominate an individual duly authorised by the User to act as the administrator of your Mimo Platform;
 - (d) register and set up a User account with a username and password; and
 - (e) In addition to 3.1 (a) - (d) Users of Mimo Payments must:
 - (i) be a valid existing UK legal entity registered at Companies House with full power and authority to carry out your business and use the Services on the Mimo Platform and more particularly (i) in the case of Mimo Payments Services, apart from Mimo Flex, be a limited company, LLP or CIC (ii) in the case of Mimo Flex be a limited company;
 - (ii) complete Mimo's online application form and successfully complete the know your customer ("**KYC**") processes set out in section 4 below;

4. How do you create an account on the Mimo Platform?

- 4.1 To create an account on the Mimo Platform, you will need to complete our online application form and provide us with the information that we request. This information will help us to identify your business, verify the business' identity and the identity of any beneficial owners, and conduct fraud checks, sanction checks, anti-money and counter terrorism checks and any other checks required by applicable law.
- 4.2 Information we collect when opening your account on the Mimo Platform may be passed on to the relevant E-Money Wallet Provider for the completion of their KYC and other due diligence checks.
- 4.3 If you are a Client, and you authorise your Practice to use the Accountant Dashboard to view, access and manage your invoice management on the Mimo Platform, such rights will include access to your E-Money Wallet, and other features enabled on the Mimo Platform. This means that the Practice and any Practice Members will have such access for the purposes of your Practice's services to you (including instructing and/or settling invoices on your behalf as relevant through the transfer of funds from your E-Money Wallet).
- 4.4 If you are a Practice and not a User of the Mimo Payment Services, whether you (a) use the Accountant Dashboard Service on the Mimo Platform and/or (b) you use the Mimo Associate Service, then:
- (a) sections 4.1 and 4.2 will not apply to you and you will be subject to a streamlined onboarding process under which you provide Mimo with the name of your Practice and number of Clients. Any use of the Mimo Platform by a Practice which is not also a User is subject to approval by a Director of the Practice, which will be collected upon onboarding; and
 - (b) you will be required to nominate an individual(s) to have the ultimate authority for managing access to Practice Client data held on the Mimo Platform and for approving Practice Members (the "**Practice Administrator**"). Where your Practice Members are unavailable or absent (for example, as a result of sickness, staff turnover or annual leave), or you wish to assign a new Practice Member to a Client for other reasons, the Practice Administrator retains full discretion to make these amendments as required.
 - (c) In relation to the Accountant Dashboard Service, the Practice Administrator:
 - (i) is responsible for adding employees of the Practice to the list of Practice Members who are authorised to use the Accountant Dashboard and to engage in supplier invoice management for Clients,
 - (ii) can add Practice Members by inviting team members of the Practice to the Practice's Accountant Dashboard account on the Mimo Platform. Once this invite has been accepted, the Practice Administrator can assign the Practice Members to specific clients in the Accountant Dashboard tab. This can be done either by navigating to the name of the specific Client and adding Practice Members to their account, or by navigating to the name of the Practice Member and assigning their Clients as relevant.

5. Mimo Payments - How you can access Mimo Flex

- 5.1 If you wish to use the Mimo Flex credit line to facilitate deferred payment of your supplier invoices, you must notify us of this by applying for it during your onboarding to the Mimo Platform or by accessing it through the Mimo Flex section of the Mimo Platform. You cannot apply to use Mimo Flex if you are a Practice who is not also a User of the Mimo Platform.
- 5.2 If you are approved for Mimo Flex we will notify you of this on the Mimo Platform and via email to the email address associated with your account on the Mimo Platform and Mimo Flex will be available to you on the Mimo Platform.

6. Mimo Payments - Your E-Money Wallet

- 6.1 When you open an account as a User of the Mimo Platform, you will be requested to submit KYC information to the relevant E-Money Wallet Provider. If the E-Money Wallet Provider approves the information provided, you will be provided with access to an E-Money Wallet. The details of your E-Money Wallet (including sort code, account number and balance) will be visible to you on the Mimo Platform. Your E-Money Wallet is provided by the E-Money Wallet Provider subject to their terms and conditions which are provided to you separately as part of the onboarding process. Those terms govern the operation, obligations and responsibilities of you and the E-Money Wallet Provider with respect to your E-Money Wallet.

7. Mimo Payments – “Get Paid by Mimo”

The Customers' dashboard

- 7.1 When you open an account as a User of the Mimo Platform (including if you are a Practice who is also a User), you will be provided with access to the 'Customers' dashboard' and 'Get Paid' tabs. These will give you an overview of the following information:
- (a) a list of all your End Customers, which you provide to us when you fill out your application form to use the Mimo Platform;
 - (b) a list of any invoices owed to you by your End Customers which are outstanding;
 - (c) a 'pay score' for each End Customer, based on aggregated data we have collected regarding your End Customers' invoice payments;
 - (d) an integrated facility allowing you to send messages to your End Customers from the Mimo Platform interface; and
 - (e) an aggregate amount of total outstanding across all invoices.
- 7.2 The 'pay score' referenced at 7.1(c) is not a credit rating or independently verified measure of your End Customers' solvency or ability to settle your invoices. This score is based on aggregated data obtained by the Mimo Platform from the End Customer's past history of settling invoices which are due and payable to you. Mimo accepts no liability for the accuracy of the pay score.

How your customers can pay you

- 7.3 To streamline your invoice management, the Mimo Platform allows you to request payments from your customers on the Mimo Platform. You can request that your End Customer pays you via the 'Get Paid' tab on the Mimo Platform by selecting an invoice or multiple invoices for the same End Customer and clicking 'Send Reminder' which will send an editable payment reminder to your End Customer or 'Invite to Customer Portal' which will send an invitation to access a portal on the Mimo Platform displaying invoices relating to them and any communications that Users have sent to them via the Mimo Platform ("**Customer Portal**").
- 7.4 When your End Customer receives this email, they can click the linked button, which will take them to the Mimo Platform's Customer Portal. Provided that they agree to our Privacy Policy and these Terms (to the extent it applies to your End Customers), they will be permitted to access the Customer Portal.
- 7.5 Through the Customer Portal your End Customers can settle their invoices with you using the following options:
- (a) By using the provided details for your E-Money Wallet to settle the invoice by bank transfer using their normal banking account and procedures;
 - (b) By clicking 'Pay via Bank'. This will redirect your End Customer to the Open Banking Provider's platform; and

- (c) By selecting 'Direct Debit' the End Customer can set up a direct debit instruction (executed by the Direct Debit Provider) which will facilitate automatic settlement of the invoice on a date selected by the End Customer. The Direct Debit feature operates as follows:
- (i) If your End Customers select to pay you via Direct Debit, they will be redirected to the Direct Debit Provider's platform.
 - (ii) On the Direct Debit Provider's platform they will be required to set up a Direct Debit mandate.
 - (iii) On the specified date of the Direct Debit mandate the Direct Debit Provider will process and initiate the payment into the account you have nominated on the Direct Debit Provider's platform to receive Direct Debits (this can be your E-Money Wallet).
 - (iv) You will be able to see all Direct Debit mandates set up via the Direct Debit Provider's platform by your End Customers on the Mimo Platform.

7.6 Your End Customers will not be able to use a Mimo Flex credit line to settle their invoices which are due and payable to you unless they also have accounts on the Mimo Platform and have been approved for the Mimo Flex product.

Our relationship with End Customers

7.7 Unless End Customer is also an onboarded User of the Mimo Platform, we will not have any contractual relationship with them under these Terms (save where specifically called out), nor will we owe any duties to them. Your customers will enter into the following relationships with third parties providing the Services (as applicable):

- (a) If your End Customer utilises the Open Banking Payment Plug-In, they will be subject to the Open Banking Provider's terms and conditions; and
- (b) If your End Customer utilises the Direct Debit feature, they will be subject to the Direct Debit Provider's terms and conditions.

8. Your responsibilities to us

Your information

8.1 You warrant that all information you provide to us during application and subsequent registration to use the Services on the Mimo Platform, and that is otherwise provided or uploaded by you (or on your behalf) via the Mimo Platform, is complete, true and accurate at all times.

8.2 You agree that you will provide us with any additional information that we may reasonably require to verify your identity or details you provided during registration.

Authority

8.3 You warrant that any individual entering into these Terms on behalf of your business, has the authority to enter into agreements, including these Terms, on behalf of the business.

Responsible use

8.4 You are responsible for ensuring that you comply with all applicable legislation.

8.5 You warrant you will not create fraudulent accounts or commit any fraudulent, dishonest or illegal activities in relation to the Services.

8.6 You will not misuse the Mimo Platform, and will use it only for the intended purpose as set out in your Order and these Terms.

- 8.7 You will not publish or disseminate material that brings or may bring Mimo, or any Third-Party Service Provider into disrepute or that in any way damages the standing or reputation of Mimo or the Services.
- 8.8 You will not knowingly introduce viruses or other material on to the Mimo Platform which is malicious or otherwise harmful.
- 8.9 You will not attempt, nor permit any third party to gain unauthorised access to the Mimo Platform, the servers on which the Mimo Platform is hosted or any other server, computer or database which is connected with the Mimo Platform, or copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the Mimo Platform or Services in any way.
- 8.10 You acknowledge and agree that without prejudice to Mimo's other rights and limitations of liability under these Terms:
- (a) neither the Mimo Platform nor the Services offers a comprehensive compliance or accountancy support program. The scope of the Services is limited to providing bookkeeping services of a general nature. The Services do not constitute accountancy, tax, legal or financial advice;
 - (b) that some output of the Mimo Platform and Services rely upon artificial intelligence systems and that the accuracy of such output, including without limitation any AI-generated bookkeeping suggestions, is not guaranteed to be complete, current or accurate and you take full responsibility to review and independently verify all such outputs before you rely on such output in any way;
 - (c) you are solely responsible for complying with all applicable laws and regulations related to your use of the Mimo Platform and Services including any disclosure requirements regarding the use of automated systems;
 - (d) you shall notify Mimo of any observed inaccuracy or unintended behaviour of any artificial intelligence capabilities of the Mimo Platform or Services;
 - (e) You will be responsible for complying with all applicable law and regulations in relation to tax as applicable to your use of the Mimo Platform and the Services, including but not limited to making all returns, reports or filings concerned with tax and making all tax payments no later than the relevant due date;
 - (f) Mimo is not responsible for and Mimo shall not be liable for any tax arising from your use of the Mimo Platform and the Services except for Mimo's own tax liabilities in respect of the fees charged in respect of your use of the Mimo Platform and the Services.

Marketing Collateral

- 8.11 You agree:
- (a) to participate in case studies and other similar marketing efforts reasonably requested by Mimo;
 - (b) that Mimo may disclose that you are a Mimo customer to third parties; and
 - (c) that you hereby grant Mimo a non-exclusive, non-transferable royalty-free, perpetual, worldwide right and license to use your company's name, logo and trademark when referring to your company as a client of Mimo in connection with Mimo's marketing and promotional activities, provided that Mimo shall provide you with prior written notice of all such references.

9. Our operation of the Mimo Platform

- 9.1 The Mimo Platform and the Services will be unavailable during (i) time ranges notified to you in advance by Mimo, to allow Mimo (or any other third party provider of the Services available

through the Mimo Platform) to carry out planned maintenance, upgrades or repair; and (ii) any period outside of the agreed maintenance window where unscheduled maintenance, upgrades or repair are performed.

- 9.2 From time to time we may (without notice) introduce updates to the Mimo Platform. For example, these may introduce a new or improved functionality or introduce new Services to the Mimo Platform.
- 9.3 We are not obliged to customise any part of the Mimo Platform to ensure compatibility with your or any third party's software.
- 9.4 We will use reasonable endeavours to ensure that the Mimo Platform is secure and does not contain or disseminate any viruses or material which is malicious or technologically harmful.

10. Security

- 10.1 Mimo is committed to maintaining the security and integrity of your data. We align to ISO 27001 standards and implement appropriate technical and organisational measures to safeguard your information. Further details are available at: <https://mimohq.com/legal/security>

Login details

- 10.2 It is your responsibility to keep your login details to the Mimo Platform secure and confidential. You must maintain adequate security and control of any and all devices and other credentials, passwords and personal identification numbers or codes that you use to access the Mimo Platform. You are not permitted to share your login credentials with any other person or make them available to multiple users.
- 10.3 If you are concerned that your log-in details may have been misused, please contact us at support@mimohq.com to let us know.

Practice Members

- 10.4 If you are using the Mimo Platform as a Client, because the Practice you use has invited you to do so, by accepting this invitation you consent to us sharing the data regarding your supplier invoice management and use of the Services on the Mimo Platform with the Practice and any Practice Member they select for the purposes of them fulfilling their obligations to you, including their obligation to make payments to your suppliers on your behalf where applicable.

11. Fees

- 11.1 In consideration of us providing the Mimo Platform and the Services you shall pay to Mimo fees as set out in an Order and these Terms. Details of pricing are set out on the appropriate Services pricing pages on our website. Any recurring payments may be either taken from your E-Money Wallet if you are a User of Mimo Payments or using the card details provided to us by you.
- 11.2 All fees stated or referred to in these Terms are stated exclusive of value added tax and other taxes, and you shall also pay applicable taxes and duties (including withholding taxes, value added tax, or other taxes) at the same time as you pay the fees. If required by applicable law, we will provide an appropriate tax invoice that satisfies legal requirements.
- 11.3 An annual statement of the fees you have paid in respect of your E-Money Wallet will be available to you on written request.
- 11.4 If you fail to make any payment due to Mimo within 14 days of the due date for payment, then, without limiting our other remedies under these Terms, you shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the

overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

12. Changes to the Services and Terms

- 12.1 You agree that we may change these Terms, including any pricing, from time to time by giving you not less than two (2) months' notice and any changes will be binding on you. When these Terms are updated we will add the most recent version of these Terms to the Mimo Platform for your reference.
- 12.2 If you don't agree with a material change we plan to make to these Terms, including any pricing, you can tell us at any point within two (2) months from our delivery of notice of the change that you'd like to close your Mimo account and terminate your Order. Otherwise, we will treat your continued use of the Mimo Platform and/or Services as confirmation that you agree to any changes to these Terms.
- 12.3 Any Practice Members nominated to manage your account on the Mimo Platform may be subject to change from time to time, at the discretion of the Practice. We are under no obligation to notify you of these changes, although the Practice may choose to do so.
- 12.4 Where any amendment to these Terms are required by law, regulation or is in your best interests or to introduce new Services or vary existing Services to the Mimo Platform, we may amend these Terms without notice. We may also from time to time (and without notice) make minor (non-material) amendments to correct typographical, punctuation and grammatical errors or other similar errors in these Terms.

13. Suspension

- 13.1 Mimo reserves the right to suspend your access to the Mimo Platform and Services for scheduled or emergency maintenance, if in Mimo's reasonable judgment the Mimo Platform or Services are about to suffer a significant threat to security or functionality, or if you are in breach of your obligations under these Terms. Mimo will use reasonable endeavours to provide advance notice to you of such suspension and re-establish the affected Services as soon as reasonably practical. Without affecting any other rights or remedies under these Terms, Mimo may terminate your Order and access to the Mimo Platform and Services if any of the foregoing causes of suspension is not rectified within 30 days after Mimo's initial notice thereof.

14. Duration and Termination

- 14.1 These Terms shall continue indefinitely between us unless validly terminated by you or Mimo.
- 14.2 You may terminate these Terms by giving thirty (30) days' written notice to Mimo. This written notice shall be provided to: support@mimohq.com. The minimum initial term for any Order for the Mimo Platform or Services is 12 months so any termination notice you give under this section will only take effect on or after the first anniversary of you signing up to the Mimo Platform and accepting these Terms.
- 14.3 We may terminate these Terms at any time (i) by providing thirty (30) days' written notice delivered to the email you used when signing up to the Mimo Platform.
- 14.4 We may also terminate these Terms at any time and with immediate effect (i) if you commit a material breach of these Terms or (ii) if your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under an Order has been placed in jeopardy or (iii) if we consider it reasonably necessary in order to comply with our legal obligations. Examples of (iii) include:
- (a) to protect us against legal or regulatory risks;
 - (b) for the prevention of money laundering and/or fraud; and

- (c) where required as a result of technical reasons (including for reasons related to the security of the Mimo Platform)
- 14.5 If Mimo cannot provide the Mimo Platform under these Terms, we may terminate your Order at any time by providing no less than thirty (30) days' written notice to the email associated with your account on the Mimo Platform. Where possible, we will provide you with written notice of such termination to the email you used when signing up to the Mimo Platform. However, we may not be permitted to tell you under law or as a result of a regulatory, court or public order.
- 14.6 Following termination of these Terms for any reason:
- (a) all rights granted to you under these Terms shall cease;
 - (b) you shall cease all activities authorized by these Terms;
 - (c) you shall immediately pay to Mimo any fees due to Mimo under these Terms or any other applicable terms at the date of termination;
 - (d) you shall (at your cost) return (or at our option, destroy) all copies of any confidential information specified by Mimo which are in your possession; and
 - (e) Mimo shall delete all your data held by us. Such deletion shall be completed within 30 days of the effective date of termination providing that: (i) where deletion within this period is not technically feasible in respect of data held in automated backup systems, Mimo shall ensure that such data is securely isolated from any further processing and deleted in the ordinary course of Mimo's backup refresh cycle; and (ii) nothing in this section or elsewhere in these Terms shall require Mimo to delete your data where Mimo is required to retain it by applicable law or a binding order of a competent authority, in which case Mimo shall delete the relevant data promptly following that obligation ceasing to apply
- 14.7 The termination for any reason of these Terms shall not affect any right and/or liability of any party which has accrued before expiry or termination, or the continuance in force any provision of these Terms which expressly or by implication is intended to survive termination.
- 14.8 To the extent that you have an ongoing Service(s) at the point of termination of these Terms, such termination of these Terms shall automatically terminate such Service(s), save that these Terms shall and the terms relating to the relevant Service shall remain in force to the extent and for the duration reasonably necessary to enforce any unpaid sums or fees due by you to Mimo, or any Third-Party Service Provider in connection with the Services.

15. Limitation of Liability

- 15.1 Except as expressly stated in 15.2:
- (a) Mimo shall not in any circumstances have any liability for any losses or damages which may be suffered by you (or any person claiming under or through you), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if Mimo was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;

- (vi) loss or corruption of data (provided this shall not limit our liability if any under Part 2);
 - (vii) wasted expenditure;
 - (viii) losses due to circumstances beyond our control, including any exceptional event occurring as described in paragraph 16 below;
 - (ix) losses due to action taken by any government or regulatory body or legal authority;
 - (x) losses arising as a result of your failure to maintain the security of your log-in credentials;
 - (xi) losses suffered by you, directly or indirectly, under or in connection with any planned or essential maintenance to the Mimo Platform, or the platform of any third-party who provides the Services to you;
 - (xii) losses due to the accuracy, completeness or appropriateness of any content, recommendation, decision, action or output generated by artificial intelligence-based services provided by Mimo, any consequence resulting from your reliance on the same, or your failure to review, test or appropriately oversee such output, or any unintended bias, discrimination or unfair treatment that may result from your use of such artificial intelligence-based services.
 - (xiii) loss that is a requirement to pay any amount of tax or that involves the loss of a relief from tax or a repayment of tax.
- (b) the total aggregate liability of Mimo, whether in contract, tort (including negligence) or otherwise and whether in connection with an Order, these Terms or any collateral contract, shall in no circumstances exceed a sum equal to the greater of (i) fees paid or payable for the Mimo Platform or Services giving rise to the liability in the 12 months preceding the date the first incident out of which any liability arose (or, if the first such incident occurs any time before the first anniversary of these Terms, the total amount payable for the Services giving rise to the liability in the twelve month period commencing at the start of the Terms) and (ii) twenty five thousand pounds sterling (£25,000); and
- (c) you agree that, in entering into these Terms, you did not rely on any representations (whether written or oral) of any kind or from any person other than those expressly set out in these Terms.
- 15.2 Nothing in this contract limits any liability which cannot legally be limited including for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
- 15.3 The Mimo Platform and the Services are provided "as is" and "as available" without any representation or warranty of any kind, including that it will be without interruption, error free or will meet your individual requirements, or be compatible with your hardware or software.
- 15.4 You will indemnify, defend and hold harmless Mimo from and against any losses we incur which arise out of any claim made or threatened against us as a result of any breach by you of these Terms and any Third-Party Service Provider terms associated with the Mimo Platform or any of the Services which we have provided to you.
- 15.5 Mimo will indemnify, defend and hold harmless Users from and against any claim that the User's use of the Services in accordance with these Terms infringes any current UK patent or copyright provided that Mimo is given prompt notice of any such claim, the User does not make any admission or otherwise attempt to settle the claim and Mimo is given sole authority to defend or settle the claim. In no event will Mimo be liable to Users to the extent that the

alleged infringement is based on a modification of the Services by anyone other than Mimo, or the User's use of the Services in a manner contrary to the instructions given to the User, or the User's use of the Services after notice of the alleged or actual infringement, or the User's breach of these Terms.

15.6 Additional limitations:

- (a) If you are an End Customer, we shall not owe you any duties, nor be liable to you for any losses arising out of your use of the Mimo Platform and these Terms do not create any contractual or legal relationship between us and you (save for paragraph 20, with the exception of 20.10);
- (b) If you are a Client, you agree that Mimo shall not be liable for any services provided to you by your Practice on the Mimo Platform, including any acts or omissions of any of their Practice Members;
- (c) If you are a Practice using the Accountant Dashboard you confirm that Mimo has no liability for any services provided by you via the Accountant Dashboard or otherwise to your Clients and you agree to indemnify, defend and hold harmless Mimo against any losses or claims from Clients in relation to the services you are providing to them via the Accountant Dashboard or otherwise, including in relation to the acts or omissions of your Practice Members.

15.7 All references to Mimo in this section 15 shall, for the purposes of this section 15, be treated as including all employees, subcontractors and suppliers of Mimo and any group companies (meaning any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company, "**Group**") and its affiliates (meaning any entity that directly or indirectly controls is controlled by, or is under common control with the subject entity, "**Affiliate**"), all of whom shall have the benefit of the exclusions and limitations of liability set out in this section.

16. Exceptional Events

- 16.1 Neither you, Mimo, nor any Third-Party Service Provider, shall be liable to the other party for any delay or non-performance of its obligations under these Terms to the extent that its performance is interrupted or prevented by anything beyond the reasonable control of either you, Mimo or any Third-Party Service Provider.
- 16.2 Such delay or failure shall not constitute a breach of these Terms and the time for performance shall be extended by a period equivalent to that during which performance is so prevented subject to section 16.3.
- 16.3 The parties will use reasonable endeavours to mitigate the extent of the delay or failure as described in section 16.1 and its adverse consequences and to recommence performance of the affected obligations as soon as reasonably practicable.
- 16.4 If we cannot provide the Mimo Platform or any of the Services due to circumstances beyond our control or as a result of any delay or failure to provide such Services which arises directly from such circumstances, we will not be liable for any losses suffered or incurred by you as a result.

17. Customer Complaints

- 17.1 If you have a complaint or are dissatisfied with any element of the Services or the Mimo Platform, you can contact us using the details provided in section 18.2.
- 17.2 Complaints relating to any of the Services performed by a Third-Party Service Provider including an E-Money Wallet Provider may be sent or passed on by us to the relevant Third-Party Service Provider(s).
- 17.3 We will let you know the outcome of any complaints dealt with by any relevant Third-Party Service Provider. If an FCA regulated Third-Party Service Provider fails to resolve your

complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at:

www.financial-ombudsman.org.uk.

18. Contact Details

How we will contact you

- 18.1 Unless you otherwise notify us in writing, we will use the contact details you provided upon registration with the Mimo Platform.

How you can contact us

- 18.2 You can contact us at: support@mimohq.com

19. Privacy and Personal Data

- 19.1 We are committed to handling your personal data responsibly.
- 19.2 With respect to some categories of personal data that we handle, we act as a data *controller*. For example, we are a controller when processing personal data in our customer relationship management system. For more information about our activities as a controller, see our Privacy Policy – which can be found on the Mimo Platform [here](#) (<https://www.mimohq.com/legal/privacy>). By entering into these Terms, you acknowledge that our Privacy Policy has been provided or made available to you.
- 19.3 With respect to other categories of personal data that we handle, we act as a data *processor* on behalf of our relevant customer. For example, we are a processor when handling personal data contained in invoices and similar documents supplied or made available to the Mimo Platform by a customer. Part 2 of these Terms contains our Data Processing Addendum, part of the contract between us and our customer, which applies when we act as a processor.
- 19.4 If you have any questions about how your personal data is being used, you can contact us at support@mimohq.com.

20. Intellectual Property Rights

Your Content

- 20.1 You and your Clients and End Customers confirm that any images, text, documents and/or data you share, upload or otherwise provide Mimo in relation to these Terms or your or your Clients or End Customer's use of the Mimo Platform or the Services ("**Your Content**") will not breach these Terms.
- 20.2 We do not claim ownership in Your Content and ownership will remain with you (or the relevant third party owner). You and your Clients and End Customer grant Mimo (and where necessary, any Third-Party Service Providers) a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use your and your Clients and End Customers' data for the purpose of providing the Services, including but not limited to displaying, distributing, adapting, publishing, copying, editing, exploiting and creating derivative data relating to all such data.
- 20.3 Mimo shall not without your prior consent use Your Content to train large language models.
- 20.4 You and your Clients and End Customers warrant that you are the owner of Your Content or you and your Clients and End Customers are otherwise authorised to grant us the above licence for any of content owned by a third party that you include in Your Content.

Our Content

- 20.5 We own or license all intellectual property rights, know-how and trade secrets, whether registered or unregistered, in the Services, the Mimo Platform and all content displayed on

the Mimo Platform as the same may be modified and updated from time to time, including but not limited to all trademarks, patents, copyrights, database rights and other intellectual property rights of any nature and all underlying software code ("**Mimo Content**"). Those works are protected by copyright laws and treaties around the world. No right, title, or interest in or to the Mimo Content is transferred to you, your Clients or your End Customers, and you your Clients and your End Customers are only granted the limited use rights set out in these Terms as applicable.

- 20.6 As long as you and your Clients and End Customers comply with these Terms, Mimo grants you and your Clients and End Customers a limited, non-exclusive, non-transferable, revocable licence for the duration of these Terms to access and use the Mimo Platform and Services covered by your Order. You may not sub-license, assign or otherwise transfer the rights granted in this section.
- 20.7 You and your Clients and End Customers must not copy, scrape, extract, reproduce, modify, license to any third party, or sell or offer to sell to any third party any data from the Mimo Platform including the Mimo Platform itself. You and your Clients and End Customers agree not to use, or cause to be used, any manual or automated program, tool, or process, (including any scraper or spider robot), to extract, scrape, data mine, transmit, or publish, any part of the Mimo Platform.
- 20.8 You and your Clients and End Customers will not interfere with or attempt to remove any trademark or copyright notices from any content on the Mimo Platform.
- 20.9 Mimo shall own all intellectual property rights in any derivative works created by Mimo from any data you share with Mimo or submit or upload as a result of using the Mimo Platform and you and your Clients and End Customers waive any moral rights that you or they may have in any such data.
- 20.10 You and your Clients and End Customers' "**Transactional Information**" is information about the way you and they use the Mimo Platform, any transactions you make or are involved in and any suggestion, enhancement request, recommendation, correction or other feedback. We shall have the right to collect and retain such Transactional Information in order to provide the Services and any other ancillary services, as further detailed in the Privacy Policy. As such, you and your Clients and End Customers' grant to us a worldwide, perpetual, irrevocable, royalty-free licence (with a right to grant sub-licences) to use and create derived data from the Transactional Information.

Third-Party Service Provider Content

- 20.11 You acknowledge all intellectual property rights in any products provided by a Third-Party Service Provider are owned by or provided under licence to the relevant Third-Party Service Provider.
- 20.12 Nothing in these Terms shall operate to create or transfer any intellectual property rights to you in relation to a Third-Party Service Provider's products.

21. Anti-bribery and corruption

- 21.1 We each undertake that in relation to your Order and general business practices we shall not and shall use reasonable endeavours to ensure that our employees and contractors shall not engage in any activity practice or conduct which would constitute an offence under any applicable anti-corruption laws with which we are required to comply.

22. Confidentiality

- 22.1 We each undertake that we will not at any time at any time during the duration of these Terms disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by 22.2.
- 22.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under these Terms. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this section 22; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under these Terms.

23. General

- 23.1 These Terms constitutes the entire agreement between you and us in relation to our relationship with you, and supersedes all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) relating to the subject matter hereof. Each of us warrants to the other that it has not relied on any such communications, understandings, representations or warranties entering into these Terms. Your agreement with the E-Money Wallet Provider, as referred to in section 6.1, constitutes the entire agreement between you and the E-Money Wallet Provider in relation to your E-Money Wallet.
- 23.2 In the event of a conflict between these Terms and the terms of any agreement with a Third-Party Service Provider referred to in section 2.1, the terms of these Terms shall prevail in relation to your relationship with us.
- 23.3 If any provision of these Terms is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of these Terms shall not be affected. You and we agree to attempt to substitute for any invalid, illegal, or unenforceable provision for a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. Both your and our obligations under the invalid, illegal, or unenforceable provision shall be suspended, to the relevant extent, whilst an attempt at such a substitution is made.
- 23.4 We may assign or transfer our rights and obligations under these Terms to another entity. We will notify you if this happens. You must not assign or transfer your rights or your obligations under these Terms to another person or entity unless we give you prior written consent.
- 23.5 No failure or delay by either us or you to exercise any power or right under these Terms shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power. Any of the rights or remedies of us or you under these Terms may at any time be enforced separately or concurrently with any other rights and remedies whether under these Terms or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 23.6 Except as expressly set out in these Terms, a person who is not a party to these Terms shall not have any rights under or in connection with these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 23.7 Any variation of an Order or these Terms only has effect if in writing and signed by you and us.
- 23.8 An Order and these Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

Part 2: Data Processing Addendum

This Data Processing Addendum sets out the basis upon which we process the Relevant Personal Data.

If you are a Practice, we will process the Personal Data relating to each of your Clients and their businesses on your behalf, save where the Client has a direct contractual relationship with us, in which case we will process the Personal Data on behalf of the Client, and this Data Processing Addendum shall not apply vis-à-vis the Practice.

1. Definitions

1.1 In addition to the words and phrases defined elsewhere in the Terms, in this DPA:

"Data Protection Laws" means:

- (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**");
- (b) the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) ("**UK GDPR**"); and
- (c) all other UK laws regulating the processing of Personal Data,

in each case as such laws may be updated, amended and superseded from time to time;

"DPA" means this addendum, and any amendments to this DPA from time to time made in accordance with section 12 of Part 1 of the Terms;

"Imported Data" means data, other than Relevant Documents, that is uploaded to or imported into the Mimo Platform by you or at your instigation from your own or any third party platform or system, and including all the following data insofar as we process that data::

- (a) payee data and payor data relating to payments that you make or receive (excluding payments to us), and your other ledger data; and/or
- (b) if you are a Practice, payee and payor data relating to payments made or received by your Clients and your Clients' other ledger data (unless those Clients have a direct contractual relationship with us);

"Personal Data" means personal data as defined in the UK GDPR;

"Relevant Documents" means files that are uploaded to or imported into the Mimo Platform, such as payroll files, invoices, receipts and statements, by you or at your instigation (if you are a Practice, however, this does not include files relating to any Client or Client business where the Client in question has a direct contractual relationship with us);

"Relevant Personal Data" means any Personal Data that is processed by us on your behalf in relation to the Terms, but excluding processing of Personal Data with respect to which we act as a controller; and

"Third Party Processor Page" means the page, setting out details of our third party processors, available on our website.

2. Details of Processing

- 2.1 You must ensure that all the Relevant Personal Data you disclosed to us falls within the categories set out in the following table; and we must ensure that we only process the Relevant Personal Data for the purposes, and for the period, set out in the following table.

Categories of data subject	Any individuals (including sole traders) whose Personal Data is contained in Relevant Documents or Imported Data.
Categories of Relevant Personal Data	Names, contact information and information about transactions entered into by individuals (including sole traders) and contained in Relevant Documents and Imported Data that you provide or make available to the Mimo Platform.
Purposes of processing	<p>The provision of the Services, including if you are a Client of a Practice, sharing Relevant Personal Data with the Practice in question.</p> <p>NB: With respect to the storage of elements of the Imported Data relating to financial transactions for regulatory reasons and compliance with our services provider contracts, we act as a controller and not a processor. Accordingly, for this limited purpose only, this DPA does not apply, and such storage is subject to our Privacy Policy.</p>
Period of processing	The term of the Terms, and the additional post-termination period set out in section 14.6(e) of Part 1 of the Terms.

3. Legal Compliance

- 3.1 You warrant to us that you have the legal right to disclose all Personal Data that you do in fact disclose to us under or in connection with the Terms.
- 3.2 Each party shall comply with the Data Protection Laws with respect to the processing of Relevant Personal Data.
- 3.3 Notwithstanding any other provision of the Terms, we may process Relevant Personal Data if and to the extent that we are required to do so by applicable law. In such a case, we shall inform you of the legal requirement before processing, unless that law prohibits such information, on important grounds of public interest.
- 3.4 Subject to section 3.3, we shall only process Relevant Personal Data on your documented instructions (including with regard to transfers of Personal Data to a third country under the Data Protection Laws), as set out in this DPA or any other document agreed by the parties in writing.
- 3.5 We shall promptly inform you if, in our opinion, an instruction of yours relating to the processing of Relevant Personal Data infringes the Data Protection Laws.

4. Third Parties

- 4.1 We shall not engage any third party to process Relevant Personal Data without your prior specific or general written authorisation.
- 4.2 In the case of a general written authorisation to appoint third party processors, we shall inform you at least 30 days in advance of any intended changes concerning the addition or replacement of any third party processor by updating the Third Party Processor Page, and if you (acting reasonably) object to any such changes before their implementation, then we shall either:
- (a) refrain from implementing those changes; or
 - (b) terminate our Order on 14 days' written notice to you.

You may sign up to receive notifications of changes to the Third Party Processor Page (the sign-up form is linked to on that web page).

- 4.3 We shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on you by this DPA.
- 4.4 You hereby authorised us (on a general basis) to engage, as third party processors with respect to Relevant Personal Data, any third parties within the categories identified on our Third Party Processor Page.
- 4.5 In addition, you authorise us to:
- (a) transfer the Relevant Personal Data to those independent third party controllers identified on our Third Party Processor Page; and
 - (b) if you are a Client of a Practice, share the Relevant Personal Data with that Practice, which will act as an independent controller with respect to its processing of that Relevant Personal Data.

Each third-party controller will process your personal data in line with its own privacy policy. Please ensure that you read these privacy policies.

5. International Transfers

- 5.1 You hereby authorise us to make the following transfers of Relevant Personal Data:
- (a) we may transfer Relevant Personal Data between our Group Companies in the UK and the EEA, for so long as each jurisdiction benefits from an adequacy determination from the other, and otherwise providing that such transfers must be protected by appropriate safeguards; and
 - (b) we may transfer Relevant Personal Data to our third party processors in the jurisdictions identified in on the Third Party Processor Page and may permit our third party processors to make such transfers, providing that such transfers must be permitted by the Data Protection Laws, which may be on the basis of the appropriate safeguards identified on the Third Party Processor Page.

6. Confidentiality and Security

- 6.1 We shall ensure that persons authorised to process Relevant Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 6.2 We shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for Relevant Personal Data, including those measures set out at <https://mimohq.com/legal/security> (as updated from time to time).

7. Assistance and Information

- 7.1 We shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist you with the fulfilment of your obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 7.2 We shall assist you in ensuring compliance with the obligations, under the Data Protection Laws, relating to the security of processing of Relevant Personal Data, the notification of Relevant Personal Data breaches to competent supervisory authorities, the communication of Relevant Personal Data breaches to data subjects, data protection impact assessments relating to our processing of the Relevant Personal Data, and prior consultation in relation to high-risk processing of the Relevant Personal Data.
- 7.3 We shall notify you of any Relevant Personal Data breach without undue delay and, in any case, not later than 72 hours after we become aware of the breach.
- 7.4 We shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you in respect of the compliance of our processing of Relevant Personal Data with this DPA; and we shall, promptly following receipt of a written request from you, make available to you all requested information necessary to demonstrate our compliance with our obligations under this DPA.

8. Charging

- 8.1 We may charge you at our standard time-based charging rates for any work performed by us at your request pursuant to this DPA, providing that no such charges shall be levied where the request to perform the work arises out of any breach by us of the Terms or any security breach affecting our systems.

9. Effects of Termination

- 9.1 You hereby instruct us to delete the Relevant Personal Data after provision of services relating to its processing in accordance with section 14.6(e) of Part 1 of the Terms, save to the extent that applicable law requires retention of the Relevant Personal Data.