

Terms of Use

Welcome to Nimble.

These Terms of Use govern access to, and use of Nimble's website, platform, user area, online interfaces, systems, tools, and other digital services made available by Nimble from time to time.

For purposes of these Terms, "Nimble", "we", "us" or "our" means Nimble Technology Inc., Nimble Finance Ltd., or another Nimble group entity that makes the Website, Platform, or Services available to you or enters into a Relevant Agreement with you, as applicable.

These Terms apply to business users, customers, suppliers, representatives, authorized users, and visitors who access or use the Website, Platform, or Services. The Website, Platform, and Services are intended for business use and are not intended for personal use.

By accessing or using the Website, Platform, or Services, you acknowledge that you have read these Terms and that these Terms apply to your access and use. If you do not agree to these Terms, you should not access or use the Website, Platform, or Services.

Nimble's collection and use of personal data in connection with the Website, Platform, and Services is described in Nimble's Privacy Policy, as updated from time to time.

Certain Services, products, transactions, or platform features may also be governed by a separate agreement, order form, onboarding document, supplier agreement, product agreement, or other binding document with Nimble. These Terms do not replace those documents. If there is a conflict, the applicable Relevant Agreement will prevail with respect to the subject matter of the conflict, unless expressly stated otherwise.

These Terms may be made available in English, Hebrew, or other languages. Each version is intended to apply to the users, services, platform access, or activities to which it is made available or refers. If dedicated terms apply to a specific product, service, platform access, or activity, those dedicated terms will apply to that product, service, platform access, or activity.

1. Definitions

For purposes of these Terms:

- 1.1.** "Website" means Nimble's website at <https://www.nimble-finance.com>, including any page, form, content, interface, feature, or online service made available through the website.
- 1.2.** "Platform" means Nimble's digital platform, user area, online interfaces, APIs, systems, tools, and other online interfaces made available by Nimble in connection with the Services.
- 1.3.** "Services" means the services, products, and features that Nimble provides or may provide from time to time, including early invoice payment, supply chain finance, factoring, receivables purchase, financing, supplier wallet, payment-related services, financial account connectivity, identity verification, KYC/KYB checks, and related digital or financial services.
- 1.4.** "User" means any person who accesses or uses the Website, Platform, or Services, submits information, performs an action, or acts on their own behalf or on behalf of another person or organization.

- 1.5. “Authorized User” means a User who has been authorized by Nimble or by a relevant customer, supplier, company, organization, or other person to access or use the Platform or Services.
- 1.6. “Relevant Agreement” means any supplier agreement, product agreement, order form, onboarding document, transaction document, services agreement, or other binding document entered into or approved with Nimble in connection with the Services.

2. Using the Website and Platform

- 2.1. These Terms apply to any access to or use of the Website, Platform, and Services, unless expressly stated otherwise.
- 2.2. Use of the Website may include viewing content, reviewing information, completing forms, contacting Nimble, submitting details, or using any other feature made available through the Website.
- 2.3. Use of the Platform may include accessing a user account or user area, viewing information, submitting information, uploading documents, approving details or actions, submitting requests, receiving notices, connecting external accounts or services, using payment-related features, or performing any other digital action made available by Nimble to Authorized Users.
- 2.4. The Website, Platform, or Services may not be available or permitted for use in all jurisdictions. Nimble may restrict access to or use of the Website, Platform, or Services where required by law, regulation, risk considerations, third-party provider requirements, or Nimble's internal policies.

3. Accounts and Access

- 3.1. Access to certain parts of the Platform or Services may require creating an account or receiving authorization from Nimble or from a customer, supplier, company, organization, or other person on whose behalf you act.
- 3.2. If you access or use the Platform or Services on behalf of a company, organization, customer, supplier, or other person, you represent that you are authorized to do so. In that case, references to “you” include both you as an individual and the company, organization, customer, supplier, or other person on whose behalf you act, as applicable.
- 3.3. You must use the Platform only within the permissions granted to you, for the purposes for which access was provided, and in accordance with these Terms, any applicable Relevant Agreement, and applicable law.
- 3.4. You are responsible for keeping your login credentials, passwords, authentication codes, access methods, and account details confidential and secure. You must not transfer, share, sell, lease, or permit another person to use your account or access credentials, unless expressly permitted by Nimble or through the Platform.
- 3.5. You must notify Nimble promptly if you become aware of, or suspect, any unauthorized use of your account, disclosure of access credentials, security incident, or unusual or improper activity involving the Platform.
- 3.6. Nimble may limit, suspend, or block access to an account, the Platform, or the Services, in whole or in part, if Nimble reasonably suspects unauthorized use, misuse, fraud, security risk, breach of these Terms, breach of a Relevant Agreement, violation of law, regulatory concern, or risk to Nimble, its users, customers, suppliers, service providers, or third parties.

- 3.7. Nimble may set and update account types, permission levels, authentication methods, access controls, usage limits, security requirements, or approval processes for access to the Platform and Services.
- 3.8. You must promptly notify Nimble of any change affecting an Authorized User's authority, role, employment, access rights, or ability to act on behalf of the relevant person or organization, including where access should be removed or updated. Nimble may continue to rely on actions taken through an account until it has received and processed such notice.

4. Platform Use

- 4.1. Through the Platform, Users may take actions such as submitting information, uploading documents, completing forms, approving details, submitting requests, providing instructions, connecting external accounts or services, viewing information, or using other features made available by Nimble from time to time.
- 4.2. An action taken through an account or by an Authorized User may be treated as an action taken by that User or by the person or organization on whose behalf the User acts, subject to the permissions granted, the applicable Relevant Agreement, and applicable law.
- 4.3. You are responsible for ensuring that all information, documents, details, confirmations, representations, and instructions you submit or approve through the Platform are accurate, complete, current, and not misleading. If any information provided to Nimble changes, you must update Nimble promptly where the change is relevant to the Services, your account, a transaction, or your relationship with Nimble.
- 4.4. You must not submit to Nimble any information or documents that are false, misleading, incomplete, forged, unlawful, infringe third-party rights, or that you are not authorized to submit.
- 4.5. If you submit information or documents on behalf of a customer, supplier, company, organization, employee, officer, shareholder, guarantor, beneficial owner, or any other person, you must ensure that you are authorized to do so and that the submission is lawful.
- 4.6. Nimble may rely on information, documents, confirmations, representations, instructions, and actions submitted or taken through the Platform for purposes such as reviewing requests, providing the Services, managing the relationship, performing identity verification, know-your-customer and know-your-business checks, risk management, fraud prevention, compliance, recordkeeping, and protecting Nimble's rights.
- 4.7. Nimble may request additional information, documents, confirmations, or clarifications where needed to provide the Services, verify information, complete onboarding or compliance checks, manage risk, maintain accurate records, or ensure proper use of the Platform.

5. Verification and Risk Checks

- 5.1. Access to certain Services, Platform features, transactions, payment-related features, wallet features, or connected services may be subject to onboarding, identity verification, business verification, compliance checks, risk checks, or approval by Nimble or its service providers.

- 5.2. Nimble may request information, documents, confirmations, or verification actions from you, the person or organization on whose behalf you act, or other relevant persons, including for KYC/KYB, anti-money laundering, sanctions screening, fraud prevention, credit or risk assessment, transaction monitoring, payment verification, or compliance with legal, regulatory, contractual, or provider requirements.
- 5.3. Nimble may perform these checks directly or through third-party providers, financial institutions, payment service providers, identity verification providers, business or credit information providers, public registries, databases, or other external sources.
- 5.4. Failure to provide requested information, failure to complete a verification process, inaccurate or incomplete information, or any finding that raises a compliance, fraud, credit, legal, regulatory, provider, or risk concern may result in delay, rejection, limitation, suspension, blocking, or termination of access to the Platform or Services, in whole or in part.
- 5.5. You must cooperate with reasonable requests made by Nimble in connection with these checks, provide accurate and current information, and promptly update Nimble if any relevant information changes.

6. Third-Party Services

- 6.1. Certain Platform features or Services may be provided by, depend on, or integrate with third-party providers, including payment service providers, financial institutions, financial technology providers, identity verification providers, business or credit information providers, infrastructure providers, communication providers, or other service providers. These providers may include, where applicable, Airwallex, Plaid, AU10TIX, or other providers.
- 6.2. Your use of third-party services may be subject to separate terms, policies, requirements, limits, approvals, fees, or compliance checks imposed by those providers.
- 6.3. Nimble does not control third-party services and is not responsible for their availability, performance, decisions, delays, errors, outages, security measures, or terms, except as expressly provided in a Relevant Agreement or required by applicable law.
- 6.4. Nimble may add, replace, suspend, or remove third-party providers or integrations used in connection with the Website, Platform, or Services at any time, subject to applicable law and any Relevant Agreement.

7. Fees

- 7.1. Certain Services, Platform features, transactions, payment-related features, wallet features, or third-party services may be subject to fees, charges, costs, exchange rates, conversion fees, payment processing fees, or other amounts.
- 7.2. Applicable fees, charges, rates, or costs may be set out in a Relevant Agreement, on the Platform, in service documents, in a transaction confirmation, or by a third-party provider.
- 7.3. You are responsible for reviewing the details of any action, transaction, payment, transfer, conversion, or service before approving it, including any applicable fees, charges, rates, or costs.

8. Acceptable Use

- 8.1.** You must use the Website, Platform, and Services only for lawful, authorized, and legitimate business purposes, and in accordance with these Terms, any applicable Relevant Agreement, and applicable law.
- 8.2.** You must not use, or attempt to use, the Website, Platform, or Services to:
 - 8.2.1.** engage in fraud, impersonation, money laundering, terrorist financing, sanctions evasion, or any unlawful, misleading, harmful, or unauthorized activity;
 - 8.2.2.** access any account, system, data, or area that you are not authorized to access, or bypass any authentication, authorization, or security measure;
 - 8.2.3.** submit false, misleading, forged, unlawful, or unauthorized information, documents, instructions, or content;
 - 8.2.4.** introduce viruses, malware, harmful code, or any technology that may damage, disrupt, or interfere with the Website, Platform, Services, Nimble's systems, or any user or third party;
 - 8.2.5.** copy, scrape, crawl, collect, monitor, or extract data from the Website or Platform using bots, automated tools, or similar methods, unless expressly permitted by Nimble;
 - 8.2.6.** reverse engineer, decompile, attempt to discover source code, interfere with, overload, or disrupt the operation or security of the Website, Platform, Services, or Nimble's systems; or
 - 8.2.7.** use the Website, Platform, or Services in a manner that may harm Nimble, its users, customers, suppliers, service providers, third parties, or Nimble's reputation, operations, or rights.
- 8.3.** Nimble may take reasonable steps to prevent, investigate, or stop prohibited use, including limiting, suspending, or blocking access, removing information or documents, requesting clarification, or reporting activity to competent authorities where required or permitted by law.

9. Platform Availability

- 9.1.** Nimble seeks to make the Website, Platform, and Services available in a reliable manner, but does not guarantee that they will be available at all times or free from interruptions, delays, errors, or outages.
- 9.2.** Nimble may update, modify, suspend, limit, or discontinue any part of the Website, Platform, Services, features, interfaces, or tools from time to time, subject to applicable law and any Relevant Agreement.
- 9.3.** Access to the Website, Platform, or Services may be unavailable or limited due to maintenance, updates, security events, technical issues, third-party provider limitations, legal or regulatory requirements, risk controls, or circumstances beyond Nimble's reasonable control.
- 9.4.** Nimble may limit, suspend, or block access to the Platform or Services, in whole or in part, where Nimble considers it necessary to protect the security, integrity, availability, or proper operation of the Website, Platform, Services, Nimble's systems, users, customers, suppliers, service providers, or third parties.
- 9.5.** Nimble is not responsible for any unavailability, delay, error, outage, or disruption caused by third-party systems, networks, providers, services, or events beyond Nimble's reasonable control, except as expressly provided in a Relevant Agreement or required by applicable law.

10. Intellectual Property

- 10.1.** Nimble and its licensors own all rights, title, and interest in and to the Website, Platform, Services, software, systems, interfaces, tools, content, trademarks, logos, designs, processes, templates, documentation, and other materials made available by Nimble.
- 10.2.** Subject to these Terms and any applicable Relevant Agreement, Nimble grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Website, Platform, and Services for your authorized business purposes.
- 10.3.** You must not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, or otherwise exploit any part of the Website, Platform, Services, or Nimble materials, except as expressly permitted by Nimble or applicable law.
- 10.4.** You retain any rights you have in information, documents, or materials you submit to Nimble. You grant Nimble the right to use them as needed to provide the Services, operate the Platform, perform checks, comply with legal or provider requirements, maintain records, and enforce or protect Nimble's rights.

11. Communications

- 11.1.** Nimble may communicate with you about the Website, Platform, Services, your account, a Relevant Agreement, onboarding, verification, transactions, payment-related features, documents, operational updates, security matters, or other matters related to your use of Nimble's services.
- 11.2.** Communications may be sent through the Platform, email, SMS, WhatsApp, phone, website notices, or any other contact method provided to Nimble or used in connection with the Services.
- 11.3.** You are responsible for ensuring that the contact details provided to Nimble are accurate and current. A communication sent to the contact details provided to Nimble will be deemed received, unless otherwise provided in a Relevant Agreement or required by applicable law.
- 11.4.** Nimble may send marketing communications where permitted by applicable law. You may opt out of marketing communications at any time, but Nimble may continue to send service, operational, legal, security, or other non-marketing communications.

12. Disclaimers

- 12.1.** Information made available through the Website, Platform, or Services is provided for general, operational, or informational purposes only.
- 12.2.** Unless expressly stated in a Relevant Agreement or approved by Nimble in writing, such information does not constitute legal, tax, accounting, financial, investment, credit, or other professional advice, and should not be relied on as such.
- 12.3.** Nothing on the Website or Platform constitutes an offer, commitment, or approval to provide financing, purchase receivables, process payments, enable access to a wallet feature, or provide any other financial or payment-related service, unless approved by Nimble in accordance with the applicable Relevant Agreement.

13. Liability and Indemnity

- 13.1. The Website, Platform, and Services are made available on an “as is” and “as available” basis. Nimble does not guarantee that they will be uninterrupted, error-free, or free from defects.
- 13.2. To the maximum extent permitted by applicable law, Nimble will not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, revenue, business, goodwill, data, or anticipated savings, arising out of or in connection with the Website, Platform, Services, or these Terms.
- 13.3. Nothing in these Terms limits any liability that cannot be limited under applicable law, or any responsibility expressly assumed by Nimble under a Relevant Agreement.
- 13.4. You agree to indemnify and hold harmless Nimble, its affiliates, officers, directors, employees, service providers, and representatives from and against any claims, losses, damages, liabilities, costs, and expenses arising out of or related to your breach of these Terms, misuse of the Website, Platform, or Services, violation of applicable law, unauthorized submission of information or documents, infringement of third-party rights, or actions taken through your account.

14. Changes to Terms

- 14.1. Nimble may update these Terms from time to time, including to reflect changes to the Website, Platform, Services, business operations, legal or regulatory requirements, technologies, third-party provider requirements, or the way the Services are provided.
- 14.2. The updated Terms will be posted on the Website or Platform and will take effect when posted, unless a later effective date is stated.
- 14.3. If Nimble makes material changes to these Terms, Nimble may provide additional notice through the Website, Platform, email, or another reasonable method, where required by applicable law or where Nimble determines that additional notice is appropriate.
- 14.4. Your continued access to or use of the Website, Platform, or Services after the updated Terms take effect will constitute acceptance of the updated Terms, to the extent permitted by applicable law. Nimble may require express acceptance of updated Terms as a condition to continued access to the Platform or certain Services.

15. Miscellaneous

- 15.1. These Terms are governed by the laws of the State of Israel, and the competent courts of Tel Aviv-Jaffa, Israel will have exclusive jurisdiction, unless a Relevant Agreement provides otherwise or applicable law requires otherwise.
- 15.2. If there is a conflict between these Terms and a Relevant Agreement, the Relevant Agreement will prevail with respect to the subject matter of the conflict, unless expressly stated otherwise.
- 15.3. Any provision of these Terms that by its nature should survive termination or expiration will continue to apply, including provisions relating to intellectual property, disclaimers, liability, indemnity, governing law, and dispute resolution.
- 15.4. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

- 15.5.** Nimble's failure or delay in enforcing any provision of these Terms will not constitute a waiver of its rights.
- 15.6.** You may not assign or transfer any rights or obligations under these Terms without Nimble's prior written consent. Nimble may assign or transfer its rights or obligations under these Terms, subject to applicable law and any Relevant Agreement.

16. Contact Us

- 16.1.** If you have any questions, requests, or notices regarding the Website, Platform, Services, or these Terms, you may contact Nimble at:
contact@nimble-finance.com
- 16.2.** Complaints or public inquiries regarding Nimble's services may also be submitted through the public inquiries page available on Nimble's Website, which includes information about submission methods, the complaints officer, response timelines, and additional details.
- 16.3.** Nimble may update its contact details and submission methods from time to time by posting updated details on the Website or Platform.

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