

# TERMS AND CONDITIONS

## 1. Introduction

We welcome you to use the Services of Identance and its affiliates (“Identance”, “we”, “us”, “our”).

These Terms and Conditions (collectively, the “Terms”) set forth legally binding terms and conditions which are applicable to user’s use (“Client”, “you”, “yours”) of the Service, however, accessed and/or used, whether via personal computers, mobile devices or otherwise.

In essence, our Terms outline the conditions under which our KYC, Identity verification and all other related Services can be used and the obligations that must be adhered to by the clients. These conditions have been put forth for the protection of the client as well as user data and as a means to specify the circumstances under which Identance reserves the right to refuse Services to clients.

It is important that you read and understand the Terms. By accessing or using the Service you confirm that you have read and understood the Terms and any other documents referred to herein, including without limitation our Privacy Policy available at [www.identance.com/privacypolicy](http://www.identance.com/privacypolicy) and that you agree to be bound by these Terms. Consequently, if you do not accept or understand the Terms, please do not use, access or register with the Service. If you do not agree to these Terms, you are not entitled to use the Service and you must cease using the Service.

In addition to these Terms, you agree to abide by any supplemental policies and terms related to the Service, such as policies related to specific services (including without limitation to any mobile or web application, mobile or in-browser SDKs, or web based API that may be available with respect to the Service) as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference.

## 2. Modifications to these Terms

From time to time, we may modify or amend these Terms. If we do so, we will post any such modifications or changes in the Service. Please review these Terms regularly to ensure that you are aware of any changes.

If you continue to use the Service following such a posting of changes, you accept any such change or modification. If you have any questions about these Terms or our Privacy Policy, please see our contact information on the last page of these Terms.

## 3. Definitions

Except to the extent expressly provided otherwise, in these Terms:

**"Account"** means an account enabling a person to access and use the Services, including both back-office account and API account;

**"Affiliate"** means an entity that controls, is controlled by, or is under common control with the relevant entity;

**"Agreement"** means the applicable pricing package plan available on Site, Sales Order and Privacy Policy (including any amendments made to it from time to time) together with these Terms and Conditions including any Schedules, exhibits or other attachments hereof;

**"Business Day"** and **"Business Hours"** means any weekday other than a bank or public holiday in the United Kingdom; and the latter means the hours of 09:00 to 17:00 GMT (or BST during summer time) on a Business Day;

**"Charges"** means the following amounts:

- a) The amounts specified in the applicable pricing package plan available on Site, Sales Order for provision of Services; and
- b) Such amounts as may be agreed in writing by the parties from time to time.

**"Charging Method"** means the method of payment of Charges agreed between the Client and the Identance and specified as such on the applicable pricing package plan available on Site, Sales Order. The Charging Method available for the Services are:

- a) **"Pre-paid billing"**: wherein the Client shall pay upfront for an agreed amount of Services usage; and
- b) **"Cyclic billing"**: wherein the Client shall pay periodically for agreed usage of Services after an agreed cycle of billing; usage above the agreed commitment shall be paid as per actual; usage below the agreed commitment shall not be rolled-over, refunded, or adjusted in any following month.

**"Client Data"** means all data, works and materials uploaded to or stored on the Platform by the Client; transmitted by the Platform at the instigation of the Client; supplied by the Client to the Identance for processing, uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Client;

**"Client Personal Data"** means any Personal Data that is processed by the Identance on behalf of the Client in relation to the Agreement;

**"Client Systems"** means the hardware and software systems of the Client that interact with, or may reasonably be expected to interact with, the Services;

**"Confidential Information"** means the information disclosed by either party, in writing, orally or otherwise, marked as confidential or which should have been reasonably understood to be confidential by the party in receipt of such disclosure;

**"Customization(s)"** means a customization of the Services, whether made through the development, configuration or integration of software or otherwise;

**"Data Protection Laws"** means all applicable laws relating to the processing, privacy, and/or use of Personal Data including the Data Protection, Privacy, and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, the Data Protection Act 2018, the GDPR, and the Privacy and

Electronic Communications (EC Directive) Regulations 2003, including any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;

**“Documentation”** means any and all API documentation<sup>1</sup> detailing the functions, classes, return types, arguments or any other information provided to effectively use the Services;

**“EEA”** means the European Economic Area;

**“Effective Date”** means the date of execution of the applicable Sales Order by the parties incorporating these Terms and Conditions and/or the date once the Client accepts these Terms & Privacy Policy and creates the account on the Site;

**“Insolvent”**: in respect of a Party, any of the following events:

(a) an execution or other process issued on a judgment, decree or order of any court in favor of a creditor of the relevant Party that is returned unsatisfied in whole or in part;

(b) the relevant Party is unable to pay its debts as they fall due, or the value of the relevant Party's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities;

(c) the relevant Party agrees to a moratorium, or a moratorium is agreed or declared in respect of all or a material part of (or a particular type of) its debts or otherwise proposes, seeks or agrees to defer, reschedule or readjust any of its debts;

(d) the relevant Party proposes or makes: (i) a general assignment of any of its debts; or (ii) an arrangement or composition with, or for the benefit of, some or all of its creditors in respect of all (or all of a particular type of) its debts in each case other than a solvent re-financing in the normal course of business;

(e) the relevant Party is the subject of: (i) a petition for an administration order or an application for an administration order, or if an administrator is appointed to it, or if a notice of intention to appoint an administrator is filed at any court; or (ii) any step to enforce security over, or a distress, execution or other similar process is levied or served against, the whole or a substantial part of the relevant Party's assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar officer to enforce that security;

(f) the relevant Party passing a resolution for its winding up, a court of competent jurisdiction making an order for its winding up or the presentation of a petition for the Party's winding up which is not dismissed within seven (7) days; or

(g) the relevant Party suffers or is subject to any equivalent event, circumstance or procedure to those set out above in this definition in any other jurisdiction;

**“Force Majeure Event”** means any event beyond the reasonable control of a party (including a party's Affiliates and/or subcontractors) including, but not limited to, the following: acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire,

flood, storm, epidemic or pandemic, or default of sub-contractors, to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event to perform its obligations in accordance with the terms of the Agreement;

**"Services"** means online identity and document verification services, business and company register checks, and/or background checks as specified in the pricing package plan available on Site and/or Sales Order, which will be made available by the Identance to the Client as a service via the internet in accordance with the Agreement;

**"Services Defect"** means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Services, but excluding any defect, error or bug caused by or arising as a result of:

- a) any act or omission of the Client or any person authorized by the Client to use the Platform or Services;
- b) any use of the Platform or Services contrary to the Documentation, whether by the Client or by any person authorized by the Client;
- c) a failure of the Client to perform or observe any of its obligations in the Agreement;
- d) an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software not specified as compatible in the Sales Order; and/or

Client's failure to implement corrections to the Services Defect;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (including, without limitation, copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Law"**: all laws and regulations in force and applicable to a Party in respect of its rights and obligations under these Terms, or to Services (in respect of the Client), including any order of a court of competent jurisdiction and the rules or directions of any regulatory authority;

**"Personal Data"** has the meaning given to it under the GDPR;

**"Platform"** means the platform managed by the Identance and used by the Identance to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed;

**"Sales Order"** means, irrespective of its title, a cover document that sets out details of Services to be provided, duration, payment of Charges, and the applicable Charging Method, incorporating these Terms accepted by the Client;

**"Schedule"** means any schedule attached herein which form an integral part of these Terms and Conditions;

**"Services"** means any services that the Identance provides to the Client under the Agreement;

**"Site/Website"** means Identance website at <https://identance.com>.

**"Support Services"** means support in relation to the use of, and the identification and resolution of errors in, the Services in accordance with Identance's support policy, but shall not include the provision of training services;

**"Tax"** means all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to it;

**"Tax Authority"**: any taxing or other authority (in any jurisdiction) competent to impose, administer or collect any Tax;

**"Term"** has the meaning given to it in the applicable Sales Order and/or pricing package plan available on Site;

**"Termination for Cause"** means, subject to Clause 21, where the Agreement is terminated if either party (i) commits an act of misconduct involving dishonesty or breach of trust; (ii) wilfully engages in conduct that is in bad faith and materially injurious to the other party including, but not limited to, misappropriation of Confidential Information, fraud or embezzlement; or (iii) commits a material breach of the Agreement;

**"Third Party Services"** means any or all Products or Services ancillary to the Service(s) and may include any Products or Services provided by the Identance's sub-processors;

**"UK"** means the United Kingdom;

**"Update"** means a hotfix, patch or minor version update to any Platform software;

**"Upgrade"** means a major version upgrade of any Platform software;

**"US\$"** means the currency/Dollar of United States of America; and **"€"** means the Euro currency used in majority countries of the European Union; and **"£"** means the British Pound currency used in the UK.

#### **4. Services**

4.1. An order for Services must be placed using Site, accepting these Terms & Privacy Policy. If you will to be provided with a paper-based agreement (Sales Order), Identance shall prepare the Sales Order to reflect description of the type, particulars of the Product(s) being purchased, the applicable fees, the Charging Method and any other terms or conditions incidental to that Sales Order.

4.2. Sales Order shall only be effective and binding when signed by both parties.

4.3. Change your pricing package plan (subscription). The Client is allowed to upgrade/downgrade its subscription to another one at any time by giving a request available on our Site ("**Request**"). After you change your subscription, your current, active subscription is considered to be cancelled at 23:59 (GMT +0) on the day when you make a Request and your remained verification balance will be reset. The new subscription will be effective on 00:00 (GMT +0) the next day, following the above-

mentioned request. Your current payment method shall be used by default for a new subscription payment.

4.3.1. You hereby agree and authorize us to reset the remained verification balance on your Account in case stipulated in Clause 4.3.

4.4. The Client is entitled to make a refund request for the unused verification balance. You are able to submit a request refund form via Site and/or any other communication channels available on Site. Identance will retain its discretion to issue a refund (full or partial) or not, where there are genuinely exceptional and compelling reasons to do so.

4.5. Subject to Clause 4.6 and Clause 14, the Term shall renew, under the present Terms and Conditions or amendments thereof applicable at the time of renewal, for a further duration (of the Term) unless otherwise agreed between the parties in writing.

4.6. Where the Client has breached any of the terms of the Agreement during the Term, a renewal is subject to Identance's express written consent and confirmation.

4.7. The Client shall use reasonable security measures to ensure that no unauthorized person may gain access to the Account and Services.

4.8. The Client acknowledges that the Identance shall not be responsible for any data communicated to or transmitted to the Services. The Client shall use the Services exclusively for authorized and legal purposes consistent with all applicable laws, regulations and any acceptable use policy the Identance may make part of these Terms from time to time.

4.9 The Client must not use the Services in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services. The Client must not use the Services: (a) in any way that is unlawful, illegal, fraudulent or harmful; or (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.10. For the avoidance of doubt, the Client has no right to access any software code (including object code, intermediate code and/or source code), either during or after the Term.

4.11. All rights not expressly licensed to the Client herein are reserved by the Identance including, without limitation, all ownership and proprietary rights in Identance's technology and the Services. The Client acknowledges and agrees that Client's rights, in and to, Identance's Intellectual Property Rights including its technology and Services are limited to the license rights set forth herein. The Client shall never claim ownership or proprietary rights in Identance's technology or Services. All Intellectual Property Rights in any Customizations designed, developed, or implemented in accordance with the Agreement between parties shall always be the exclusive property of the Identance. The Client is not permitted to change or modify Identance's Intellectual Property Rights. Without limiting the foregoing, in the event of any change, modification, extension, or correction thereof, the Client hereby irrevocably assigns to Identance by way of present and future assignment with full title guarantee, any and all rights it may be deemed to have in any such change, modification, extension, or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that the Client is unavailable or unwilling to execute such documents then the Client hereby appoints the Identance as its attorney in fact for the purpose of executing the

forgoing assignment(s). The Client shall not (i) misappropriate any of the Identance's software, technology, or other services; (ii) use, permit, enable, or assist any third party to use the Services to create competing products or services; or (iii) use or modify any of Identance's Intellectual Property Rights unless otherwise agreed to by the Identance in a signed writing.

## **5. Prohibited activities**

The list below contains examples of behaviours that are prohibited in the Service:

- a) Impersonating another person or entity;
- b) Accessing or using the Service in an unlawful way or for any unlawful purpose;
- c) Transmission of any data, materials, content or information which is libellous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;
- d) Transmission of viruses, malware, or other malicious code in the Service;
- e) Modification, reverse-engineering, or other manipulation of the Service; and
- f) Interfering with or disrupting, the Service.

## **6. Additional Client Obligations**

6.1. Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Identance, or procure for the Identance, such co-operation, support and advice; and information and documentation as may be required from time to time for compliance with any applicable laws including the Data Protection Laws.

6.2. The Client shall ensure that the Client Systems are compatible with or support the Services, and continue to comply, throughout the Term with the requirements of Sales Order and Documentation in all material respects, and/or pricing package plan available on Site, subject to any changes agreed in writing by the Identance.

6.3. The Client shall not, under any circumstances, white-label, resell, or pass off the Services without express written agreement with the Identance which may be subject to due discussions and negotiations.

6.4. The Client shall (a) as required by the Applicable Laws, provide notice to third parties about how data will be used and shared with the Identance and its downstream processors; (b) obtain and maintain valid consents for Identance to process third party data as required for use by the Identance in Client's privacy policy or as otherwise required; (c) not use the Services for unlawful, obscene, offensive, or fraudulent content or activity, such as sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights; (d) be responsible for its employees, consultants, and agents that use the Services; (e) use the Services in compliance with all Applicable Laws. For purposes of this clause, "Applicable Laws" shall mean all laws, rules, regulations, treaties, and similar governmental obligations, including local, national and multinational laws, that are applicable to the party as the context requires.

## **7. Client Personal Data**

7.1. The Client warrants to the Identance that the Client Personal Data, when used by the Identance in accordance with these Terms, Privacy Policy, will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

7.2. **Use of Material:** Upon receipt of the other party's written consent, each party may use the other party's name, trade name, trademark, and icons (collectively, the "Brands") for certain marketing and promotional purposes as mutually agreed. All use of a party's Brands by the other party shall inure to the benefit of the party owning the Brands and such owning party shall be the sole party entitled to register its Brands. Notwithstanding the foregoing, the Client agrees that Identance may use Client's Brands for the purposes stated.

## **8. Copyright infringement**

Identance technology is protected by copyright and Identance respects the copyright of any third party. If you believe copyright-protected work was posted on the Service without authorization, you may submit a copyright infringement notification. We will review all claims of copyright infringement received and remove User Content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:

- a) the name and contact information of the copyright holder or his/her representative who is making the notification (the "**Notifying Party**");
- b) an itemization of the material, for which prevention of access is requested, and details of the location of the material. Please provide enough detail for us to locate the allegedly infringing content on the Service;
- c) confirmation by the Notifying Party that the material which the request concerns is, in its sincere opinion, illegally accessible in the communications network;
- d) information concerning the fact that the Notifying Party has in vain submitted its request to the content Identance or that the content Identance could not be identified;
- e) confirmation by the Notifying Party that he/she is the holder of the copyright or neighbouring right or entitled to act on behalf of the holder of the right.

## **9. Third Party. Integrations with Third Party Services**

9.1. The Agreement is for the benefit of the parties and is not intended to benefit or enforced by any third party.

9.2. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

9.3. The Client consents to integration of the Services with Third-Party Services in order to provide full set of Services.



9.4. The Identance may remove, suspend, or limit any Third-Party Services integration at any time in its sole discretion.

9.5. The Client acknowledges that the integration of Third-Party Services may entail the transfer of Client Data from the Services to the relevant Third Party Services.

9.6. The Service may contain links to websites and content owned and/or operated by third parties. Such links and content are provided for informational purposes only. The Identance shall not be responsible for any such third-party websites or content and do not have control over any materials made available therein. The Identances inclusion of a link to a third-party website or content in the Service does not in any way imply our endorsement, advertising, or promotion of such websites or content or any materials made available therein. By accessing a third-party website or content the Client accepts that the Identance does not exercise any control over such websites or content. The Identance has no responsibility for such third-party websites or content. The Identance encourages the Client to familiarize him- / herself with the terms of service applicable to any third-party website or content the Client may access.

9.7. The Identance does not warrant or endorse and does not assume and will not have any liability or responsibility to the Client or any other person for any third-party products, services, materials or websites. The applicable third party is fully responsible for all goods and services it provides to the Client and for any and all damages, claims, liabilities and costs it may cause the Client to suffer, directly or indirectly, in full or in part.

## **10. Intellectual property**

All Intellectual Property Rights in the Services, Sales Order and the Documentation belong to, and shall remain vested in, the Identance, and the Client shall have no rights in or to the Software, the Documentation, or the Services other than the right to use them in accordance with the terms of these Terms. These Terms does not grant the Client any rights to, or in, whether registered or unregistered, any patents, copyright, database right, trade secrets, trade names, trademark, or any other rights or licences in respect of the Services or the Documentation. The Client agrees that it will not (a) modify, copy, decompile, disassemble, or reverse engineer, or cause any other party to modify, copy, decompile, disassemble, or reverse engineer Identance's software, technology, and/or other services; (b) sublicense any of Identance's Intellectual Property Rights to third parties or sell, resell, rent, sublicense, or lease the Services to third parties; (c) otherwise violate the license grant or restrictions set forth herein; (d) use the Services to store or transmit malicious code; (e) interfere with or disrupt the integrity or performance of the Services, Identance's operations, or third-party's data contained therein, either directly or using third party technology; (f) alter, copy, move, or delete any tags or codes placed as part of the Services; (g) misappropriate any of Identance's software, technology, or other services; (h) use, permit, enable, or assist any third party to use the Services to create competing products or services.

## **11. Eligibility. Accounts**

11.1. Identance provides the possibility to create corporate accounts for companies on its Platform. After Client creates Account and it has been verified, it can receive a corporate account for a company by uploading all company's requested documents for verification. Such corporate accounts will be added to the Client's account interface.

11.2. When Client adds and verifies a company to its Account it can grant permission to its corporate account to other participants in the Client's company or its business (for example, employees, partners, accountant, etc.) ("**Regulated Party**").

11.3. In case Client granted permission to the Regulated Party to access or connect to Client's corporate account(s), Client acknowledges that such granting permission to a Regulated Party to take specific actions on Client's behalf does not relieve Client of any of Client's responsibilities under these Terms. Client is fully responsible for all acts or omissions of any Regulated Party with access to Client's corporate account(s) and any action of such Regulated Party shall be considered to be an action authorised by Client. Further, Client acknowledges and agrees that Client will not hold Identance responsible for, and will indemnify Identance from, any liability arising out of or related to any act or omission of any Regulated Party with access to Client's corporate account(s).

11.4. **Appointment of Regulated Parties.** Client may appoint appropriately Regulated Parties to access Client's corporate account. If Client does so, Client should be aware that by virtue of such access, that Regulated Party may access Client's data. Client will be liable for any actions that any Regulated Parties take on Client's corporate account. Identance reserves the right to refuse access to any Regulated Parties, as set out in clause below.

11.5. **Refusing to deal with Regulated Parties.** Identance may refuse access to Regulated Parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to Client's corporate account, money laundering, terrorist financing, fraud, or any other financial crime, and as required by applicable law. In such cases, unless Identance is prohibited by applicable law, Identance will inform Client that Regulated Party's access has been denied and the reasons why. Identance will permit access again once Identance is satisfied that the reasons for refusing access no longer exist.

11.6. Client understands that all the Regulated Parties must complete identity and residency verification according to the Platform's KYC/AML policies.

11.7. The Client represents and warrants that he / she will use the Service in compliance with any and all applicable laws and regulations. Use of the Service is unauthorized in any jurisdiction where the Service or any part of it may violate any laws or regulations. The Client agrees not to access or use the Service in such jurisdictions.

11.8. The Client agrees not to provide inaccurate, misleading or false information in connection with your use of the Service. If the information the Client has provided to Identance subsequently becomes inaccurate, misleading or false, you will promptly notify Identance of such change.

11.9. The Client is solely responsible for use of the Service and for any costs the Client incurs to access the Service through any Internet, wireless or another communication service, such as any fees for data usage on an Internet service Identance's or a wireless carrier's network.

## **12. User Submissions**

12.1. The Client acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Service (“**Submissions**”) provided by the Client shall become the Identance’s sole property and the Client assigns all rights in these Submissions to the Identance. The Identance shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to the Client.

## **13. Payments**

13.1. The Client agrees to pay the Charges and fees set forth pricing package plan available on Site and/or Sales Order. The Charges will be invoiced as set forth in the applicable Sales Order according to the agreed Charging Method which the Client shall pay to the Identance.

13.2. If the Client does not pay the Charges to the Identance as per the Clause 13.2., applicable Sales Order and/or pricing package plan available on Site, due to any reason whatsoever (including circumstances of an invoice being disputed by either party), the Identance may: a) charge the Client an interest on the overdue amount at the rate of eight percent (8%) per annum over and above the Bank of England's prevalent base rate from time to time (which interest shall accrue daily until the date of actual payment and be compounded at the end of each calendar month); b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; or c) suspend the Services until the Client has paid the Charges (including any accrued interest, if any) or a resolution in writing has been reached between the parties. The Client acknowledges that any suspension shall not reduce or negate the Client’s obligation to pay any unpaid Charges.

13.3. All Charges and other sums payable by the Client are exclusive of VAT and any other applicable taxes that may apply hereto under any law. The Client will pay such tax upon receipt of a valid tax invoice therefor. If the Client is required by law to make a deduction or withholding from any payment due under the Sales Order and/or pricing package plan available on Site, it shall pay such additional amounts as are required to ensure that the net amount received and retained by Identance equals the full amount that would have been received and retained by it had no such deduction or withholding been made and/or no such liability to tax been incurred.

13.4. Any Tax payable in respect of the Services provided or payments made under the Sales Order and/or pricing package plan available on Site (other than Tax payable on Identance’s net income, profits or gains) will be payable by the Client. In the event that Identance and the Client are jointly liable to a Tax Authority for any Tax, such sums will be payable by the Client. Identance may at its sole discretion, but shall not be obliged, to pay any such Tax to the relevant Tax Authority. In the event that Identance pays any such Tax, the Client agrees to immediately indemnify Identance against, and reimburse Identance for, such sums. Identance may, at its sole discretion, deduct such sums from any remittance or sums held by Identance and owed to the Client.

13.5. In the event that a Tax Authority requires information of Identance in relation to the Client and/or Services provided under these Terms, Sales Order and/or pricing package plan available on

Site then the Client hereby agrees that Identance may provide such information. The Client agrees to provide Identance with its Tax identification details on request.

#### **14. Confidentiality Obligations**

14.1. The parties understand and agree that in connection with the negotiation and performance of these Terms, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or Confidential Information of the other party including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies and any other information that the receiving party reasonably should know is confidential. Both parties shall: a) keep the other party's Confidential Information strictly confidential using the same degree of care to protect the other party's Confidential Information as that party uses to protect its own Confidential Information of a similar nature; b) not disclose the other party's Confidential Information to any person without that other party's prior written consent, and even then, only under conditions of confidentiality approved in writing by the party whose Confidential Information is being disclosed; c) act in good faith at all times in relation to the other party's Confidential Information; and d) not use any of the other party's Confidential Information except for the purpose it was divulged to the receiving party.

14.2. Notwithstanding Clause 14.1, a party's Confidential Information may be disclosed by the receiving party to its officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or any executed non-disclosure agreement to protect the confidentiality of the disclosed Confidential Information.

14.3. No obligations are imposed by this Clause 14 with respect to a party's Confidential Information if that Confidential Information: a) is available to a party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; b) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representative); or c) has been independently acquired or developed by a party without violating its obligations under these Terms or under any applicable law, or is obtained by either party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

14.4. The restrictions in this Clause 14 do not apply to the extent if any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognized stock exchange.

14.5. Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information; within five (5) Business Days following the date of receipt of a written request for termination from the other party, the relevant party shall destroy or return to the other party (at the other party's option) all media, tangible or intangible, containing the other party's Confidential Information, and must delete or destroy the other party's Confidential Information.

14.6. The provisions of this Clause 14 shall continue in force indefinitely following the termination of the Agreement.

14.7. The parties shall not make any public disclosures relating to the Agreement or the contents of Sales Order and/or pricing package plan available on Site (including disclosures in press releases, public announcements, and/or marketing materials) without the prior written consent of the Identance, such consent not to be unreasonably withheld or delayed.

## **15. Warranties**

15.1. Each party of these Terms represents and warrants to the other party that, to the best of its knowledge: (a) the accepting these Terms on its behalf has the right to accept these Terms; (b) these Terms do not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licensed to use) all rights in its commercial names and trademarks required in order to grant the licenses granted herein. Except for the foregoing warranties, and to the fullest extent permissible under the applicable law, both parties disclaim all representations and warranties, express or implied, concerning or related to this Agreement including, but not limited to, any implied terms concerning satisfactory quality, fitness for a particular purpose and reasonable care and skill. The Identance does not warrant, guarantee, or make any representations regarding the use, the results of the use, or the benefits of the services, or any information contained therein or otherwise provided pursuant to these Terms, except as expressly provided herein. No personnel of the Identance is authorized to make any expansion, modification, or addition to this limitation or the exclusion of representations, warranties, and other terms in these Terms. In the event of any breach of the representations and warranties contained in these Terms (save for any fraudulent misrepresentation), the sole and exclusive liability of the breaching party shall be to use commercially reasonable efforts to promptly correct such breach.

15.2. The Identance warrants to the Client that: a) the Identance will comply with all applicable legal and regulatory requirements applying to the exercise of the Identance's rights and the fulfilment of the Identance's obligations under these Terms; b) the Platform will incorporate security features reflecting the requirements of good industry practice; and c) that the Services, when used by the Client in accordance with the Agreement, will not breach any laws, statutes, or regulations applicable under the English law and will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

15.3. The Client acknowledges that: a) use of the Services is at the Client's sole risk, that the Identance cannot and does not warrant that the service will meet all requirements of the Client, or that the operation of the Services will be uninterrupted or error-free; b) Services and anything related thereto are provided "as is" and "as available", with all faults and without warranty of any kind, and Identance

hereby expressly disclaims all warranties and conditions with respect to the Services and anything related thereto, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and of non-infringement of third party rights. No oral or written information or advice given by the Identance or its Affiliate shall mean or intend to create a warranty, express or implied; c) complex software is never wholly free from defects, errors, bugs etc. nor entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, the Identance gives no warranty or representation that Services will be entirely secure or that the Services will be wholly free from defects, errors and/or bugs or that such defects shall be corrected promptly by the Identance; d) Services are designed to be compatible only with that software and those systems specified as compatible in the Services Sales Order and/or pricing package plan available on Site; and the Identance does not warrant or represent that Services will be compatible with any other software or systems; e) the Identance may not be able to ensure exactly 100% accuracy in results or go by the sharp 30-seconds verification time; these figures may vary slightly as the verification process can be delayed owing to heavy website traffic or the clarity of the verification document; f) the payment of Charges shall not depend on the use or non-use of Services and all the Charges once committed are payable, non-refundable, non-cancellable, and irrevocable except as otherwise provided in the applicable Sales Order and/or pricing package plan available on Site; g) it has had the opportunity to obtain independent legal advice in connection with the execution of these Terms and has read these Terms in its entirety, understands its contents, and accepts these Terms freely and voluntarily, without duress or undue influence on the Client from the Identance or any other party.

15.4. All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement.

15.5. Without prejudice to clause 15.2., the Client will not do nor omit to do anything which Identance reasonably believes to be disreputable, or which is otherwise capable of damaging the reputation or goodwill of Identance.

15.6. Unless otherwise agreed by Identance in writing, the Client will be solely responsible (at the Client's own cost) for the provision of all equipment, software, systems and telecommunications facilities which are necessary to enable the Client to receive the Services.

## **16. Indemnity**

The Client shall indemnify and shall keep indemnified the Identance against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Identance and arising directly or indirectly as a result of any breach by the Client. Further, the Client shall: a) provide to the Identance all such assistance as may be reasonably requested by the Identance; b) allow the Identance, when the Identance so requires, the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties; and c) not admit liability to any third party or settle any disputes or proceedings involving a third party without the prior written consent of the Identance, and the

Identance's obligation to indemnify the Client shall not apply unless the Client complies with the requirements of this Clause.

## **17. Limitations and Exclusions of Liability**

17.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS, ACCRUED BUT WASTED EXPENDITURE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; ANY CONTENT AND/OR INFORMATION OBTAINED FROM THE SERVICE OR RELIANCE UPON THE SERVICE OR ANY PART THEREOF; AND UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

17.2. WITHOUT LIMITATION TO THE FOREGOING, YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THESE TERMS SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES, IF ANY, THAT YOU HAVE PAID TO IDENTANCE FOR ACCESS TO AND USE OF THE SERVICE.

17.3. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS REMOVES OR SUPERSEDES YOUR RIGHTS AS A CONSUMER BASED ON MANDATORY PROVISIONS OF LAW.

## **18. Force Majeure Event**

18.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under these Terms and/or Sales Order, and/or pricing package plan available on Site (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

18.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement must promptly notify the other party and inform the other party of the period for which it is estimated that such failure or delay will continue.

18.3. A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18.4. No Force Majeure Event shall prevent Client to pay the Charges agreed herein.

## **19. Term and Termination**

19.1. Subject to other clauses herein, Sales Order and/or pricing package plan available on Site shall commence in full force and effect on the Effective Date stipulated in your Sales Order and/or pricing package plan available on Site, and is valid for a duration of the Term, and shall automatically renew for a period equivalent to the Term unless terminated in accordance with the provisions herein.

19.2. Sales Order shall stand terminated if either party gives to the other party a ninety (90) days prior written notice of termination.

19.3. Either party may terminate the Sales Order for cause (the "Termination for Cause") by giving the other party a written notice within thirty (30) days of the breach.

19.4. Without prejudice to any other rights and remedies available to it under these Terms and Sales Order, Identance may at any time immediately terminate Sales Order or any Service, or suspend the provision of any Service, by written notice to the Client if:

(a) Client commits a breach of these Terms or Sales Order;

(b) Client commits a material breach of any other of its obligations under these Terms or Sales Order, which is not capable of remedy, or if capable of remedy, is not remedied to Identance reasonable satisfaction within thirty (30) of service of a notice requiring such remedy;

(c) the Client becomes Insolvent;

(d) the Client ceases or there is a reasonable likelihood of it ceasing to carry on all or a material part of its business, except for the purpose of a bona-fide solvent reconstruction, amalgamation, reorganisation, merger or consolidation;

(e) there is an occurrence of any circumstance, event or series of circumstances or events that materially adversely affects the Client's ability to meet its current or future liabilities (or potential liabilities) or obligations under these Terms;

(f) the Client uses, or permits the use of, any of the Services or Identance's systems for any purpose contrary to Law;

(g) Identance is required to do so under Law or reasonably believes that the Transaction may be contrary to Law.

## **20. Effects of Termination**

20.1. Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect and the Client shall, and shall procure that all authorised users shall, immediately cease all use of the Services and/or the Documentation, and the Identance may remotely disable the Client's access to the Services. Each party shall return and make no further use of any equipment, property, Documentation (in the case of the Client), and other items (and all copies of them) belonging to the other party.



20.2. Except to the extent that these Terms and Sales Order expressly provides otherwise, any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of these Terms or Sale Order which existed at or before the date of termination shall not be affected or prejudiced.

20.3. Without prejudice to the parties' other legal rights, within fifteen (15) days following the termination of the Sales Order, the Identance shall be entitled to receive from the Client all outstanding Charges, fees, and expenses accrued or incurred under the Sales Order(s) up to the date of termination, and the Client shall pay to the Identance any outstanding, due, or agreed Charges in respect of Services (whether or not taken or delivered) provided to the Client before the termination of the Sales Order (i-e until last day this Sales Order remains in effect).

20.4. In case of Termination for Cause, the Identance shall refund, subject to Clause 20.3., any Charges paid by the Client to the Identance in respect of Services that were to be provided to the Client during the remainder Term.

## **21. Non-Solicitation of Personnel**

The Client shall not, without the prior written consent of the Identance, either during the Term or within the period of six (6) months post-termination or within six (6) months following the end of the Term, engage, employ or solicit for engagement or employment any employee, subcontractor etc. of the Identance who has been involved in any way in the negotiation or performance of the Agreement. Notwithstanding the foregoing, both parties agree that each party may publicly post job offerings in the normal course of business, and such posting and any employment or engagement resulting therefrom shall not breach the prohibitions in this paragraph.

## **22. Assignment**

22.1. Client warranties and guarantees that it shall not assign, transfer or otherwise deal with its contractual rights and/or obligations under these Terms and Sales Order without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, provided that the Identance may assign the entirety of its rights and obligations under these Terms and Sales Order to any Affiliate of the Identance or to any successor, all or a substantial part of the business of the Identance from time to time.

20.2. Nothing in the Terms and Sales Order shall operate to assign or transfer any Intellectual Property Rights from the Identance to the Client, or from the Client to the Identance.

## **21. Waiver and severability**

21.1. No breach of any provision of these Terms shall be waived except with the express written consent of the party not in breach.

20.2. No waiver of any breach of any provision of these Terms shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of these Terms and Agreement.

## **22. Entire agreement**

These Terms, any applicable additional terms included in the Service, and any documents expressly incorporated by reference herein (including Privacy Policy [www.identance.com/privacypolicy](http://www.identance.com/privacypolicy)), contain the entire understanding between the Client and the Identance and supersede all prior understandings of the parties hereto relating to the subject matter hereof.

## **23. Applicable Law and Disputes Resolution**

23.1. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

23.2. Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts in London, England.

23.3. Without prejudice to either Party's rights or remedies hereunder and subject to the provisions of clause 23, if any dispute between the Parties (each a "**Disputing Party**") arises out of 22 or in connection with these Terms or Sales Order or its subject matter, formation, validity or enforceability (including non-contractual Claims) (each a "**Dispute**") then, except as expressly provided in these Terms, the Disputing Parties shall follow the dispute resolution procedure set out in this clause.

23.4 Either Disputing Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with any relevant supporting documentation. Following service of the Dispute Notice, the representatives of each of the Disputing Parties shall attempt in good faith to resolve the Dispute.

23.5. If the representatives of the Disputing Parties are for any reason unable to resolve the Dispute within fourteen (14) Business Days of service of the Dispute Notice, either Disputing Party shall be entitled to commence proceedings.

23.6 If the Dispute is resolved by the representatives within fourteen (14) Business Days of service of the Dispute Notice in accordance with hereof, the settlement shall be recorded in writing and signed by each of the Disputing Parties within seven (7) Business Days of the end of the period referred to hereof.

23.7 Nothing in this clause 23 shall prevent either Disputing Party from making any application for injunctive relief that it considers necessary to protect its position.

## **24. Interpretation**

24.1 The headings of the Clauses herein are for reference only and shall not affect the interpretation of any of the terms of the Agreement.

24.2 References in the Agreement to "calendar months" are to the twelve (12) named periods (January, February and so on) into which a year is divided.