

Introduction

Welcome to Remit One, a provider of money transfer management solutions to the remittance industry. We're excited to have You here but before You start using our Services, we do need You to look through and accept these Terms. We've done our best to explain it all without using too much jargon, so it's clear what You can expect from Remit One and what Remit One expects from You.

These General Terms together with our Service specific Terms are intended to explain our obligations as a service provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. You will need to agree to our Terms to be able to use our Services.

These Terms and any policies referenced within ("Policies") are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

Remit One's Services will evolve over time based on user feedback and continuous enhancement. These Terms are not intended to answer every question or address every issue raised by the use of Remit One's Services. Remit One reserves the right to change these Terms at any time, effective upon the posting of modified Terms, and Remit One will notify You of changes via email or notification via the Website.

It is likely these terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Website.

By registering or requesting to use the Services You acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person or entity for whom You are using the Services.

You are deemed to have agreed to these Terms and You confirm You have full authority to enter into these Terms on behalf of any entity for whom You use the Services.

1. Definitions

"Agreement" / "Terms" means these terms of use, and any associated or referenced Policies and Conditions.

"Business Day" means Monday to Friday, excluding regional and public holidays, between the hours of 09:00 to 17:30 UK time.

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Services but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data" means any information inputted by You or with Your authority into the System.

"Fee" / "Fees" means the monetary payment in exchange for Services (excluding any taxes, duties, or other deductions) payable by You in accordance with the Fee Schedule.

"Fee Schedule" means the information relating to Fees for Services set out on Remit One's billing pages, or any other page(s) on the Website notified by Remit One or provided in an Order Confirmation.

"Incident" means an unplanned interruption to a System or a significant reduction in the quality of the System.

"Intellectual Property" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered including Confidential Information.

"Invited User" means any person or entity, other than the Subscriber, that uses the Services with the authorisation of the Subscriber from time to time.

"Licenced Software" means the Intellectual Property contained within the Services.

"Order Confirmation" means the document confirming the Services ordered, their corresponding Fee, and estimated delivery date where applicable.

"**Remit One**" means Remit One Limited which is a company incorporated in England with company number 06446656 with its registered office at Studio 15 Monohaus, 143 Mare Street, London E8 3FW, UK and all current and future global subsidiaries of Remit One Limited.

"**Request**" means a formal request for something to be provided - for example, a request for information or advice.

"**Response Time**" means the interval between the presentation of an issue and the determination of a path to resolution.

"**Services**" means the licence to use the money transfer management software and related mobile applications; bespoke development, software support, consulting and other services made available (as may be changed or updated from time to time) by Remit One.

"**Subscriber**" means the person who registers to use the Services, and, where the context permits, includes any entity on whose behalf that person registers to use the Services.

"**Support Portal**" means our support Website available at support.remitone.com.

"**System**" means the licenced money transfer management software and related mobile applications.

"**Transaction**" means a record in any of the transactions tables of the System regardless of the status, which captures the details of a single transfer or a currency exchange.

"**You**" / "**Your**" / "**Yours**" means the Subscriber, and where the context permits, an Invited User.

"**Website**" means the Internet site at the domain or sub-domain remitone.com or any other site operated by Remit One.

Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender.

2. Privacy

Remit One maintains a privacy notice that sets out the parties' obligations in respect of personal information. You should read that notice at www.remitone.com/legal/#privacy-notice and You will be taken to have accepted that notice when You accept these Terms.

3. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms; and
- each party's obligations under this clause will survive termination of these Terms.
- The provisions of this clause shall not apply to any information which:
 - is or becomes public knowledge other than by a breach of this clause;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - is independently developed without access to the Confidential Information.

4. Paid Services

Remit One may offer Services to be paid for on a onetime basis, recurring basis, on an as-used basis or a combination thereof, and these Service Fees must be paid automatically. You authorise Remit One to collect Service Fees by continuous payment authority automatically from your linked credit or debit card or via direct debit. Where we are unable to collect Service Fees automatically, You agree to make a direct bank transfer to reach Remit One in full before the due date of the relevant invoice, without any deductions for transfer or currency exchange charges, taxes or duties, set-off, counterclaim, discount, abatement or otherwise. No Fees shall be deemed to have been received until Remit One has received cleared funds.

You agree to pay the applicable Service Fees listed on the Fee Schedule for the Services that You have registered or requested for. All Fees are exclusive of any value added tax ("VAT"). Remit One reserves the right to charge VAT should there be a change in tax law or in the approach of the relevant authorities.

Remit One reserve the right to change the Fee Schedule and any pricing detailed in Order Confirmations upon 90 days advance written notice. You will be deemed to have accepted the changes unless you notify Remit One to the contrary before the changes come into force. You have the right to terminate the Terms of the applicable Services immediately before the proposed date of entry into force of the revised Fees of the Services in use. All Fees to be collected or paid in respect of the Services are non-refundable and denominated in pound sterling.

All invoices for Fees will be sent to You or to a billing contact whose details are provided by You, by email. Remit One will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with the termination clause of each Service.

5. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

6. Breach

If You:

- breach any of these Terms and do not remedy the breach within fourteen (14) days after receiving notice of the breach if the breach is capable of being remedied; or
- breach any of these Terms and the breach is not capable of being remedied which includes (without limitation) any payment of Service Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or
- You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed to any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction;

Remit One may take any or all of the following actions, at its sole discretion:

- suspend for any definite or indefinite period of time, Your use of the Services and the System;
- suspend or terminate access to all or any Data;
- terminate this Agreement and Your use of the Services and delete the System and Data;
- take any of the actions in this clause in respect of any or all other persons whom You have authorised to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Service Fees due in relation to any of Your Services is not made in accordance with the requirements set out in the Fee Schedule, Order Confirmation or invoice, Remit One may:

- restrict, suspend or terminate Your use of the relevant Services, the authority for all or any of Your Invited Users to use the Services, or Your rights of access to all or any Data; and

- charge You a reminder Fee listed in the Fee Schedule for each payment reminder after the due date of the relevant invoice. A re-sent invoice, a statement of account, an email, or a telephone conversation or voicemail left constitutes a reminder for the purpose of this clause.

7. Notices

Any notice given under these Terms by either party to the other must be in writing and may be delivered by personal delivery, post or email. Notices to Remit One must be to our address above or sent to billing@remitone.com or to any other email or address notified to You by Remit One. Notices to You will be sent to the email address You provided when requesting access to the Services.

8. Third Party Products and Services

You may be offered services, products and promotions provided by third parties and not Remit One. If You decide to use third-party services you will be responsible for reviewing and understanding the terms and conditions for these services. Remit One is not responsible for the performance of any third-party services. The Services may contain links to third-party websites. The inclusion of any website link does not imply an approval, endorsement or recommendation by Remit One. Such third-party websites are not governed by these Terms. You access any such website at your own risk. Remit One expressly disclaim any liability for these websites. When you use a link to go from the Services to a third-party website, Remit One's Privacy Policy is no longer in effect. Your browsing and interaction on a third-party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

Except as expressly set out in these Terms, all third-party hardware, software and other products and services included or sold with the Services are provided solely according to the warranty and other terms specified by the third party, who is solely responsible for service and support for its product or service. For service, support or warranty assistance for other third-party products or services, you should contact the third party directly.

9. Accrued Rights

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- immediately cease to use the Services and Website.

10. Entire Agreement

These Terms, together with Remit One's Policies and the terms of any other notices or instructions given to You under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Remit One relating to the Services and the other matters dealt with in these Terms.

11. Waiver

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

12. Delays

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

13. No Assignment

You may not assign or transfer any rights to any other person without Remit One's prior written consent.

14. Communication Conditions

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the System, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Remit One is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Remit One does reserve the right to remove any communication at any time in its sole discretion.

15. Intellectual Property

Any drawing, photographic material of any description, catalogue, literature, leaflets, blueprints, quotations, ideas, processes, compiled code, compiled graphics including but not limited to flash content and all or any other documents produced for the purpose of providing the Services and all Intellectual Property rights in the same shall remain the exclusive property of Remit One.

You undertake not to copy, adapt, reverse engineer, decompile or disassemble the Services in whole or in part or replicate (or seek to do so) its functionality in whole or in part or otherwise take any step to exploit the Services for Your own benefit or that of any third party and further You undertake not to permit any other person to do so. You shall be granted a revocable licence to use the Intellectual Property rights for the duration of this Agreement.

16. Indemnity

You will indemnify Remit One against any claims or loss relating to:

- Remit One's refusal to provide any person access to Your information or Data in accordance with these Terms; and
- Remit One's making available information or Data to any person with Your authorisation.

The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.

Remit One does not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Remit One is not in any way responsible for any such interference or prevention of Your access or use of the Services.

It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

Each party shall indemnify the other party, against any third-party claim alleging injury, death or damage to tangible property caused by the negligence or wilful misconduct of the indemnifying party in connection with the performance of this Agreement provided that such claim is promptly reported to the indemnifying party in writing.

17. Limitation of Liability

Save as otherwise provided in this Agreement, Remit One shall in no circumstances have any liability for economic loss whether direct or indirect nor for any indirect or consequential loss (including in each case and without limitation any loss of profit, future revenue, reputation, goodwill or anticipated savings) of You for any liability of Yours to any other person for any such economic, indirect or consequential loss nor for any claim for damages or awards howsoever arising.

To the maximum extent permitted by law, Remit One excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Services or Website.

If You claim to suffer a direct loss or damage as a result of Remit One's negligence or failure to comply with these Terms, any claim for direct losses by You against Remit One arising from Remit One's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous three months.

Any limitation of liability set out in the Agreement shall not apply so as to restrict either party's liability for death or personal injury resulting from either party's or that party's employees, agents or sub-contractor's negligence or fraud.

The parties hereby acknowledge and agree:

- that the limitations and exclusions of liability set out in this Clause are fair reasonable for the purposes of the Unfair Contract Terms Act 1977;
- the terms and conditions of the Agreement have been open to negotiation and represent the outcome of such negotiation (whether or not any change has been made to the terms and conditions during the course of such negotiation); and
- each party's obligations under the Agreement are fair and reasonable.

If You are not satisfied with the Services, Your sole and exclusive remedy is to terminate these Terms in accordance with the termination clause of each Service.

18. Expiry and Termination

Clauses 9, 10, 11, 15, 16, 17, 19, 20 and 21 survive the expiry or termination of these Terms.

19. Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

20. Consumers

Remit One Services are not intended for consumer use (i.e., use for personal, family or household purposes).

21. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with this Agreement.

Introduction

These On Cloud Terms together with Remit One's General Terms are intended to explain Remit One's obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. By accessing or using Remit One's Services, You agree to these Terms.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

1. Use of Software

Remit One grants You the right to access and use the Services via a single production instance of the Licenced Software with the particular user roles and features available to You according to Your Order Confirmation on Remit One's hardware. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- the Subscriber determines who is an Invited User and what level of user role access to the relevant Services that Invited User has;
- the Subscriber is responsible for all Invited Users' use of the Services;
- the Subscriber controls each Invited User's level of access to the relevant Services at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be; and
- if there is any dispute between a Subscriber and an Invited User regarding access to the Services, the Subscriber shall decide what access or level of access to the relevant Data or Services that Invited User shall have, if any.

2. Setup and Training

Remit One maintains a setup and training policy that sets out the parties' obligations in respect of the setup and training of the Services. You should read that policy at www.remitone.com/legal/#setup-training-policy and You will be taken to have accepted that policy when You accept these Terms.

3. General Obligations

You must only use the Services for Your own lawful business purposes, in accordance with these Terms and any policies and conditions sent by Remit One or posted on the Website. You may use the Services in order to provide remittance services to others but if You do so you must ensure that You are authorised to do so and that all persons to whom Services are provided comply with and accept all terms of this Agreement that apply to You.

4. Access Conditions

You must ensure that all usernames and passwords required to access the Services are kept secure and confidential. You must immediately notify Remit One of any unauthorised use of Your password or any other breach of security, and Remit One will reset Your password and You must take all other actions that Remit One reasonably deems necessary to maintain, or enhance the security of Remit One's computing systems and networks and Your access to the Services.

As a condition of these Terms, when accessing and using the Services, You must:

- not attempt to undermine the security or integrity of Remit One's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services;
- not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;

- not transmit, or input into the System, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services except as is strictly necessary to use either of them for normal operation.
- not repackage, resell, lease, sublicense or provide Remit One's Services in any way not expressly permitted.

5. Usage Limitations

Use of the Services may be subject to limitations, including but not limited to monthly Transaction volumes, number of entities and entity types, and the number of calls You are permitted to make against Remit One's application programming interface (API). Any such limitations will be advised.

6. Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of Remit One's Fee when due. You grant Remit One a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services, perform anonymised analytics of the Services usage and/or Data and for any other purpose related to provision of Services to You.

7. Backup of Data

You must maintain copies of all Data inputted into the System. Remit One adheres to best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Remit One expressly excludes liability for any loss of Data no matter how caused.

8. Third Party Applications and Your Data

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Remit One may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Remit One shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

9. Your Obligations

You warrant that where You have registered to use the Services on behalf of another person or entity, You have the authority to agree to these Terms on behalf of that person or entity and agree that by registering to use the Services You bind the person or entity on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

You are authorised to use the Services and to access the information and Data that You input into the System, including any information or Data input into the System by any person you have authorised to use the Services. You are also authorised to access the processed information and Data that is made available to You through Your use of the Services (whether that information and Data is Your own or that of anyone else).

Remit One has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- You are responsible for ensuring that You have the right to do so;
- You are responsible for authorising any person who is given access to information or Data, and you agree that Remit One has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and

- You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Services will comply with laws applicable to You (including any laws requiring You to retain records).

10. Warranties

Remit One gives no warranty about the Services. Without limiting the foregoing, Remit One does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Remit One warrants that the Services will be provided with reasonable care and skill. If this warranty is breached, you must notify Remit One as soon as possible. You must give Remit One a reasonable time to fix the problem, which solution may include (a) supplying you with a reasonable way to work around the problem that is not materially detrimental to you; or (b) re-performing any relevant Service. Remit One will attempt to fix any such problems without any additional charge to you.

11. Consumer Guarantees

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or these Terms.

12. Service Availability

Whilst Remit One intends that the Services should be available twenty-four (24) hours a day, seven (7) days a week, it is possible that on occasions the Services may be unavailable to permit maintenance or other development activity to take place.

Remit One maintains an update policy that sets out the parties' obligations in respect to the updates of the Services. You should read that policy at www.remitone.com/legal/#update-policy and You will be taken to have accepted that policy when You accept these Terms.

If for any reason Remit One has to interrupt the Services for longer periods than Remit One would normally expect, Remit One will use reasonable endeavours to publish in advance details of such activity on the Website and notify You by email.

13. Service Level Agreement

Remit One warrants for the duration of these Terms to provide a minimum uptime dependant on the System edition (see table below), measured for each calendar month. In the event of an unplanned downtime resulting in Remit One not meeting the minimum uptime commitment, Remit One will upon request refund five (5) hours of Service Fee for every sixty (60) minutes of downtime of the relevant month - up to a maximum value equal to your monthly Service Fee. Any refund offered under this clause will be allocated as a credit against your billing account.

System Edition	Standard	Professional	Enterprise
Minimum Uptime	95%	97.50%	99.90%

14. Duration and Termination

These Terms will continue for a minimum term stated in the Order Confirmation from the date of the first invoice/billing period, thereafter, at the end of each billing period these Terms will automatically continue for a rolling monthly period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least ninety (90) days advance written notice.

You shall be liable to pay all relevant Fees up to and including the day of termination of these Terms.

Upon the expiry or termination of these Terms all Data and configurations settings stored on the System will be permanently deleted.

Introduction

These Support Terms together with Remit One's General Terms are intended to explain Remit One's obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. By accessing or using Remit One's Services, You agree to these Terms.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

1. Service Availability

Remit One's support Service is normally available Monday to Friday, excluding regional and public holidays, between the hours of 09:00 to 17:30 UK time for all issues. For high priority issues outside of these times Remit One has emergency telephone support available.

2. Point of Contact

Support Services are provided to You via Remit One's support Website available at support.remitone.com and only Incidents and Requests submitted through the Support Portal will be bound by these Terms.

Where the issue occurs outside of Remit One's normal Business Day and is high priority (as per the definitions in these Terms), You will need to inform Remit One by calling out of hours support on +44 (0)20 8099 5795, option 9 after creating a support ticket (see Initiation of Support).

3. General Usage Problems

In the case of general usage problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Remit One. Please check the System user manuals and knowledge base articles published by Remit One. If You still need help, raise a support ticket on the Support Portal.

4. Initiation of Support

Support Services to address any issues not covered in any of Remit One's knowledge base articles or user manuals should be initiated using the Support Portal, which will log Your issue with a unique ticket reference. You agree to provide Remit One with the information reasonably needed to classify and log Your issue.

5. Classification and Priority

All tickets will be reviewed and assigned an appropriate classification and priority (see table below) based on the severity of the issue. Where a single ticket has multiple unrelated issues, they will be separated into individual tickets and may have different classifications and priorities than the original ticket.

You may request to escalate the priority of a ticket; by doing so You authorise Remit One to charge You a prioritisation Fee listed in the Fee Schedule. Escalation is solely at the discretion of Remit One and the associated Fee is payable if the escalation is approved.

Classification	Incident		Request	
Definition	an unplanned interruption to a System or a significant reduction in the quality of the System		a formal request for something to be provided, for example, a request for information or advice	
Priority	Low		Medium	High
Definition	a reproducible System fault affecting a small proportion of users, but does not significantly impact their use of the System, or is a non-fault related Request		a reproducible System fault affecting a large proportion of users, but does not prevent them from creating or paying out transactions	a reproducible System fault severely affecting a large proportion of users, or prevents them from creating or paying out transactions

6. Response Times

The target Response Times are as follows based on priority:

Priority	High	Medium	Low
Target Response Time	within 4 hours	within 2 Business Days	within 5 Business Days

7. General

All Incidents due to a failure of the System will not be charged for (bugs, code errors, server issues, etc.), and will not count towards Your included monthly tickets. All other tickets will count towards Your allowance, or be chargeable if You exceed Your allowance or do not have a support subscription.

For the avoidance of doubt, any Incident related to third-party products, services or integrations, leading to Remit One investigating the issue is not classified as a failure and may be charged the applicable Service Fees listed on the Fee Schedule which may be time based.

Remit One shall retain the sole discretion to decide whether an issue reported by You is covered by the scope of these Terms. In the event that the issue is outside of the scope of these Terms Remit One reserves the right to charge the applicable Service Fees listed on the Fee Schedule.

8. Duration and Termination

These Terms will continue for a minimum term stated in the Order Confirmation from the date of the first invoice/billing period, thereafter, at the end of each billing period these Terms will automatically continue for a rolling monthly period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least thirty (30) days advance written notice.

You shall be liable to pay all relevant Fees up to and including the day of termination of these Terms.

Introduction

These Consulting Terms together with Remit One's General Terms are intended to explain Remit One's obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. By accessing or using Remit One's Services, You agree to these Terms.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

1. Services

Remit One undertakes to provide introductions, and, or, prepare a business plan, and, or, prepare and submit an application to the regulator for You in line with the scope detailed in the Order Confirmation for the Fee in Your Order Confirmation.

The Services are provided on a best endeavours basis and no guarantee is given, implied or assumed that any introductions, business plan, and, or, application will result in approval; or authorisation being granted, in the case of a regulatory application.

2. Warranties

Remit One warrants that the Services will be provided with reasonable care and skill.

Remit One will provide the Services until Remit One advises You that the performance of the Services has been completed or for such period as Remit One may agree in writing unless terminated pursuant to the termination and suspension clause of these Terms.

Any timescales given by Remit One for the delivery or provision of the Services are given in good faith, based on information provided by You and are estimated and cannot be guaranteed. You shall have no right to damages or to terminate this Agreement if Remit One fail to meet any given timescales.

3. Your Obligations

You will provide Remit One with all information relevant to delivering the Services, including conditions that might affect or be affected by the Services with honesty and integrity.

Where applicable, You will demonstrate and provide evidence of meeting all the necessary prerequisites of an application to the regulator.

You will provide Remit One without charge with such safe and suitable office accommodation, facilities and access to Your premises as may be reasonably necessary for Remit One to perform the Services and agree to ensure that all premises comply with all relevant laws and regulations.

You shall reimburse Remit One for any expenses relating to travel or overnight accommodation or other disbursements reasonably incurred by Remit One in the performance of the Services.

You will co-operate with and assist Remit One and any other third party, or regulatory body as reasonably required in connection with the Services and make available at all reasonable times somebody with appropriate knowledge and with authority to act on Your behalf, replying to any request for any information, approval or decision without delay.

If required, You will provide and demonstrate Your own IT infrastructure and platform to the regulator. Remit One can provide You with a compliant platform for an additional Fee.

You will verify that the Services satisfies the requirements of the scope as specified in the Order Confirmation and that any application prepared for You is accurate and true. This verification will be deemed as Your approval of the Services.

Where applicable, You will read the Payment Services Regulations (PSR) and be aware of its commitment towards observing key regulations as required by your application, and ensure all relevant personnel in the organisation do the same.

Where applicable, You will be solely responsible for managing Your limited company status in the UK, partnerships with pay-out partners, obtaining bank accounts and any other third parties or intermediaries for Your business, or as required to allow Remit One to provide the Services, including obtaining segregated safeguarding accounts and any suitable facilities as required by the regulator. Remit One will assist You with necessary introductions to contacts within the banking sector.

You will immediately inform Remit One of any inability or anticipated delay in meeting any obligations set out in this clause.

4. Termination and Suspension

Either party may by serving notice terminate this Agreement if the other party commits a material breach of the Terms which is incapable of remedy or becomes insolvent.

Either party may by serving notice terminate this Agreement if the other either fails to remedy a material breach of the Terms which is capable of remedy within twenty-eight (28) days of written notice giving appropriate details. Either party with a right to terminate under this clause shall have the additional right to suspend all or any of its obligations under this Agreement until the breach is remedied.

If a suspension should occur, the party at fault agrees to pay any reasonable extra costs incurred and the time allowed to the suspending party to perform its obligations shall be equitably adjusted.

Introduction

These Development Terms together with Remit One's General Terms are intended to explain Remit One's obligations as a Services provider and Your obligations as a customer. These are Your legal rights and obligations, so please do read everything carefully. By accessing or using Remit One's Services, You agree to these Terms.

These Terms and any policies referenced within ('Policies') are binding on any use of the Services and apply to You from the time that Remit One provides You with the Services.

1. Services

Remit One undertakes to customise and, or, develop the System and, or, migrate data for You in line with the functional scope detailed in the business requirements document for the estimated Fee in Your Order Confirmation.

You agree to disclose all relevant information to allow Remit One to estimate Fees accurately. If additional work is required which Remit One could not reasonably have foreseen from the information You provided, then such additional work shall be subject to the change control clause of these Terms.

2. Warranties

Remit One shall test all work undertaken as part of the Services to ensure that it delivers a particular functionality that Remit One has agreed to provide You as set out in the business requirements document to ensure that as many bugs and errors as is reasonably possible are eliminated before the work moves from a development environment to a testing, staging or production environment. You accept that software or any work that Remit One carry out for You pursuant to these Terms may contain bugs and errors that may not have been eliminated.

Remit One warrants that the Services will be provided with reasonable care and skill. If this warranty is breached, You must notify Remit One within thirty (30) days. Remit One agrees to fix without charge any further bugs and errors for a period of thirty (30) days after completion of the Services provided that such bugs and errors are directly related to a particular functionality that Remit One has agreed to provide in the business requirements document as Your sole remedy. You must give Remit One reasonable time to re-perform the relevant part of the Services.

Remit One will provide the Services until Remit One advises You that the performance of the Services have been completed or for such period as Remit One may agree in writing unless terminated pursuant to the termination and suspension clause of these Terms.

Any timescales given by Remit One for the delivery or provision of the Services are given in good faith and are estimated and cannot be guaranteed. You shall have no right to damages or to terminate this Agreement if Remit One fail to meet any given timescales.

The timescales and deliverables given by Remit One are based on the information provided to Remit One by You. Accordingly, we make no representation or warranty as to timely performance of the deliverable or as to the effects which may follow implementation of the deliverables contained within the Services.

3. Change Control

Either party may request in writing a change to Services. The other shall have the right to reject any such change but shall not exercise such right unreasonably.

Details of any agreed change and, or revision to the Fee, the scope of the Services and the timetable for the carrying out of the Services shall be first specified and confirmed in writing.

If Your change request is subsequently withdrawn by You, You will be liable for the Fee for Remit One's efforts incurred preparing change estimates and You will allow Remit One an extension of time accordingly.

Notwithstanding the generality of the foregoing, the parties agree and acknowledge that by nature the Services to be provided by Remit One are subject to changes in scope that cannot be reasonably foreseen by Remit One or You.

4. Your Obligations

You warrant that You agree to independently test, verify and approve all work produced by Remit One in accordance with the functional scope detailed in the business requirements document and to take full responsibility for such work once approved.

You will provide Remit One with all information relevant to delivering the Services, including conditions that might affect or be affected by the Services, and details of any hazardous or potentially hazardous conditions.

You will provide Remit One without charge with such safe and suitable office accommodation, facilities and access to Your premises as may be reasonably necessary for Remit One to perform the Services and agree to ensure that all premises comply with all relevant laws and regulations.

You shall reimburse Remit One for any expenses relating to travel or overnight accommodation or other disbursements reasonably incurred by Remit One in the performance of the Services.

You will co-operate with and assist Remit One as reasonably required in connection with the Services and make available at all reasonable times somebody with appropriate knowledge and with authority to act on Your behalf, replying to any request for any information, approval or decision without delay.

You will immediately inform Remit One of any inability or anticipated delay in meeting any obligations set out in this clause.

You agree to carry out the responsibilities allocated to you in the description of the Services.

If You fail to fulfil Your obligations promptly, You may be charged for the additional costs incurred by Remit One on a time and materials basis and Remit One may require an extension of time for the performance of the Services. Remit One will endeavour to mitigate these where possible.

5. Approval

Remit One will update the test System with the customisation, development and/or migration of data and inform You to verify that the customisation, development and, or, migration satisfies the requirements of the functional scope as specified in the business requirements document. This verification will be deemed as Your approval of the Services.

If Remit One has not received a notification within thirty (30) days, commencing on the day the test System is updated, it will be deemed You have concluded verification and approval of the Services.

6. Intellectual Property

All Intellectual Property owned by either Remit One or You at the start of the engagement will remain the property of that party.

All Intellectual Property created or developed by either party, which would not reasonably have arisen but for the performance of the Services will belong to that party. All other Intellectual Property arising after the date of these terms shall be owned by the party who has developed or created the same.

On completion of the engagement and provided Remit One has been paid in full, You may use Remit One's Intellectual Property (other than that which is mentioned below) strictly for Your own internal and business purposes.

You may not use any of Remit One's Intellectual Property in inventions for which patent protection has been sought or granted, software, models, tools or databases without Remit One's express permission. You may be required to pay a separate Fee to use such Intellectual Property.

The copyright and other Intellectual Property rights of whatever nature in any software contained within the Services (other than any third-party software) are, and shall remain, the property of Remit One, and Remit One reserve the right to grant a licence to use any such software contained within the Service to any other party or parties. Any software is proprietary to Remit One and You shall acquire no rights in or to the software other than those expressly granted by these Terms. In no circumstances shall title to any software pass to You.

Any software licensed to You and any documentation is proprietary to Remit One (or the appropriate third-party rights owner(s)) and You acquire no rights in or to the software or the documentation other than those expressly granted by these Terms. Subject to making payment and the provisions of these Terms You are granted a non-exclusive, royalty free, non-transferable licence to use any software contained within the Services for your own internal and business purposes only subject to these Terms.

You may make such copies of any software contained within the Services (other than any third-party software) as are reasonably necessary for use in accordance with these Terms and for the purposes of backup and security. You shall have no right to make, or authorise the making of, any other copies of any software contained within the Services. Remit One shall at all times own all copies of all or any part of any software contained within the Services. You shall not sub-license, rent, lend, assign or transfer in any other way any software contained within the Services or to any person without Remit One's prior written consent. You shall not give access to any software contained within the Services through any network of computers to users who are not Invited Users.

You may not make adaptations or variations of any software contained within the Services without Remit One's prior consent. You may not disassemble, decompile, reverse translate or in any other manner decode any software contained within the Services except as permitted by law.

7. Termination and Suspension

Either party may by serving notice terminate this Agreement if the other party commits a material breach of the Terms which is incapable of remedy or becomes insolvent.

Either party may by serving notice terminate this Agreement if the other either fails to remedy a material breach of the Terms which is capable of remedy within twenty-eight (28) days of written notice giving appropriate details. Either party with a right to terminate under this clause shall have the additional right to suspend all or any of its obligations under this Agreement until the breach is remedied.

If any circumstances exist at any premises which we reasonably believe could have a detrimental effect on the health, safety or welfare of Remit One employees, agents or sub-contractors, Remit One shall have the right to suspend the performance of the Services at any time while those circumstances prevail.

If a suspension should occur, the party at fault agrees to pay any reasonable extra costs incurred and the time allowed to the suspending party to perform its obligations shall be equitably adjusted.

RemitONE End User Agreement for GBG ID3global Services

Service: ID3global Electronic Identity Verification Service ("ID3global Service")

Provider: GB Group plc ("GBG")

The ID3global Service that Remit One uses to provide You with identity verification is supplied by GBG. GBG has authorised Remit One to act as its authorised intermediary in relation to the ID3global Service which GBG provide to You. Remit One is obliged under the terms of its agreement with GBG to ensure that You agree to and comply with the provisions as laid out in the End User Terms and Conditions a copy of which is set out here: <https://www.gbgplc.com/media/meiyyaeu/gbg-intermediary-end-user-terms-controller-v4-0-27-09-22.pdf>

Accordingly, You acknowledge and agree to:

- (i) a legal and binding agreement between You and GBG for the ID3global Service incorporating the terms of the End User Terms and Conditions and
- (ii) comply with its terms.

Notwithstanding the terms of the End User Terms and Conditions, You agree that You will pay charges owed for Your use of the ID3global Service to Remit One in accordance with the payment terms specified by Remit One.

Any support services or professional services shall be provided directly by Remit One and in accordance with the terms of Remit One's agreement with You and not by GBG. Consequently, GBG shall have no liability to provide You with any Standard Support Service or Professional Services unless otherwise agreed in writing by GBG.

RemitONE End User Agreement for GBG IDscan Enterprise Services

Service: GBG|IDscan Enterprise Service ("IDscan Service")

Provider: GB Group plc ("GBG")

DEFINITIONS AND INTERPRETATION

In these Special Terms for the Service (as defined) the following additional definitions shall apply. In the event of a conflict between these Special Terms and the Remit One General Terms found at <https://www.remitone.com/legal> then these Special Terms shall prevail:

"Applicable Data Protection Law" means worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, if relevant, those contained within the Local Laws, in each case as may be amended or superseded from time to time. For the purposes of this Addendum **"controller"**, **"processor"**, **"data protection impact assessment"**, **"data subject"**, **"personal data"**, **"processing"** (and **"process"**) and **"special categories of personal data"** shall have the meanings given in the Applicable Data Protection Law or their equivalent as set out in the Local Laws.

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to;

- i customer Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party;
- ii any information, findings, data or analysis derived from Confidential Information including the Output Material;
- iii the existence and terms of the Agreement; and
- iv any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

"Contract Start Date" means the date specified as the contract start date on the Order Form.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the Controller) may be designated by those laws or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

"Customer" means clients who contract with the Reseller for the use of the Service under a Reseller End User Licence.

"Customer Audit Trail" means an electronic record of the Transaction carried out using the Service, by the Customer, including any Output Material generated.

"Customer Data" means any data provided to GBG by the Customer for processing in accordance with the terms of the Agreement including where relevant any personal data.

"Customer Information" means Customer Data and any other materials provided or otherwise made available to GBG by You (including Input Materials).

"Customer Use Case" means the purpose for which the Customer will use the Service and/or Output Material, which for the purpose of this Service shall be ID Verification – Regulatory (the Customer has a requirement to verify the identity of an individual for regulatory purposes, such as, but not limited to anti-money laundering and age verification).

"Dataset" means the different data files provided to GBG and/or the Reseller by the Data Supplier or used within GBG's products and services in accordance with the terms of the Agreement.

"Data Subject" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement, this may include an individual whose details are provided to GBG by the Reseller as part of the Reseller Information or whose details are contained within the Supplier Data.

"Data Supplier" or **"Supplier"** means GBG's third-party data suppliers that provide Supplier Data for use in GBG's products and services.

"Documentation" means any operating manuals, user instructions and technical literature related to the operation or use of the Software provided to the Reseller by GBG.

"Document Library" means the template documents that the Services are trained to recognise and process as updated from time to time. This shall include all Identity Documents supported within the Service unless otherwise specified in the Technical Specification.

"GBG" means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211, or its Group Companies as indicated on the Order Form.

"GBG Audit Trail" means a copy of the Output materials which is retained by GBG for 12 months from the date of processing for the sole purpose of responding to data subject rights.

"GDPR" means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by GDPR and laws implementing or supplementing GDPR.

"Group Company" means in relation to a Party, that Party, or another company if that other company:

- i holds a majority of the voting rights in it, or
- ii is a member of it and has the right to appoint or remove a majority of its board of directors, or
- iii is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or
- iv if it is a subsidiary of a company that is itself a subsidiary of that other company.

"Identity Document" means a document processed via the Service, which may be used to prove a person's identity or address. For example, a passport, driving licence, National Identity card, utility bill or bank statement.

"IDscan Enterprise Digital Journey" means the mobile or web technology software that captures, identifies and classifies end user identity documents for the purposes of the Service.

"IDscan Turkey" has the meaning given to it in clause 5.8.

"Input Materials" means the data, which is provided by the Reseller that GBG will process and enhance in accordance with the relevant terms of this Agreement.

"Intellectual Property Rights" means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties.

"Local Laws" means the special terms and conditions relating to a particular jurisdiction, country, territory or regulated sector that apply to an Agreement where certain conditions are met, as updated from time to time, available at <https://gbgplc.com/en/legal-and-regulatory/local-laws/>

"Meta Data" means the Customer's name, search date, time stamp, and data subject's name.

"Output Material" means all information and or Supplier Data provided to a Customer as a result of using the Service including the results of any enquiry or search, reports, certificates or management information relating to the Customer's use of the Service.

"Party" means a party to the Agreement and **"Parties"** shall be construed accordingly.

"Permitted Purpose" means the purposes, restrictions and or conditions for the use of the Dataset outlined by the Supplier as set out in clauses 1.3 -1.5, in addition to the Customer Use Case set out in the Agreement and at clause 1.1.

"Permitted User" means anyone who has been given a unique, confidential, username and password to gain access to the Service by the Reseller or Customer in accordance with the terms of the Agreement, subject to any restrictions on the number of Permitted Users.

"Personal Data" means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data or Supplier Data (may be applicable in the context) transmitted, stored or otherwise processed.

"Privacy and Data Protection Requirements" means all applicable laws and regulations relating to the processing of Personal Data and privacy in any relevant jurisdiction, including, if relevant, GDPR, the LED the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

"Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

"Reseller" means Remit One.

"Reseller End User Licence" means an agreement between the Reseller and a Customer for the provision of the Service and/or the Reseller's own products and services together with the Service.

"Service" means the IDscan Enterprise service provided by GBG as a Web Service.

"Software" means IDscan Enterprise Digital Journey software.

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supplier Data" means any data provided to GBG and/or the Reseller by the Data Supplier or used within GBG's products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.

"Supplier Technology" means the IDLive Face Software for Facial Liveness as provided by the Supplier.

"Technical Specification" means the specification that sets out the functional features and non-functional capabilities of the Software component(s) selected in addition to planned integration and deployment plans.

"Transaction" means a single document upload, search, click, check or any other means of obtaining Output Material via the Software and/or Services used by the Reseller or a Customer to process Identity Documents for a single Data Subject.

"Web Service" means the Service hosted by GBG and provided to the Reseller or Customer via an API integration or web portal.

1 USE OF THE SERVICE

- 1.1 You must ensure that any software, equipment and materials which are used with the Service, including third party components that integrate with it:
 - 1.1.1 are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third-party licensor; and
 - 1.1.2 are technically compatible with the Service and meet the minimum technical specifications detailed here: <https://docs.idscan.com/docs/web-sdk/integration-quick-start-guide/web-sdk-basic-integration-guide/supported-platforms/>
- 1.2 You must not use the Service for the purposes of verifying the identity of Data Subjects where You do not have the relevant permission or consent from the Data Subject in accordance with the Privacy and Data Protection Requirements.
- 1.3 The Service is protected by Intellectual Property Rights. You must not do any of the following or permit anyone else to do any of the following:
 - 1.3.1 copy, reproduce, incorporate, issue to the public, store, adapt, modify, transmit, decompile, reverse engineer or distribute the Service except to Permitted Users or permit anyone else to do the same;
 - 1.3.2 sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available the Service to, or use it for the benefit of any third party.
- 1.4 You shall be responsible for the creation, maintenance and design of all Customer Data.
- 1.5 You shall not use the Service in any way that is unlawful, illegal, fraudulent or harmful and must not use the Service in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 1.6 You warrant that You shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to You and Your use of the Service including those which relate to the provision of the Customer Information.
- 1.7 You are responsible for the acts and omissions of all Permitted Users of the Service and are liable for any failure by a Permitted User to perform or observe the terms and conditions of the Agreement.
- 1.8 Remit One or GBG shall not be responsible for the decisions that You make as a result of the Output Material.
- 1.9 You shall be responsible for:
 - 1.9.1 ensuring that You have a minimum of one System Administrator;
 - 1.9.2 informing GBG of any changes to Your System Administrator's contact details without undue delay;
 - 1.9.3 providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service;
 - 1.9.4 the configuration and management of access to the Service including configuration of Your network, firewall, DNS, routers, personal computers and user profile; and
 - 1.9.5 any work required for any integration approved by GBG.
- 1.10 You acknowledge and accept that GBG cannot process payment cards as part of the Service as it does not follow the Payment Card Industry Data Security Standard. Consequently, you must not send GBG images of payment cards.

2 SECURITY

- 2.1 You are responsible for the security and proper use of all user identities ("**User IDs**") and passwords used in connection with the Service (including maintaining and enforcing a robust password policy).
- 2.2 You shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties. For the avoidance of doubt, You will be responsible for all charges for the Software and Services where its User ID has been used to access the Software and Services.

2.3 You must immediately inform Remit One if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

2.4 GBG reserves the right to suspend User ID and password access to the Service if at any time GBG reasonably considers that there is

3 INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's Data Supplier. GBG grants a non-exclusive, non-transferable licence to You to access the Output Material in accordance with the terms of the Agreement.

3.2 GBG acknowledges all Intellectual Property Rights in Your Data shall belong and shall continue to belong to You. You grant of a non-transferable, non-exclusive, royalty-free licence to use, disclose and copy Your Data (as applicable) to enable GBG to provide the Service and carry out its obligations under the Agreement.

3.3 If any third party makes or threatens to make a claim against GBG, You or one of GBG's Data Suppliers that the use of the Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:

3.3.1 suspend any part of the Service that is subject to the infringement claim made by the third party;

3.3.2 modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;

3.3.3 terminate the Agreement upon written notice to You.

3.4 You warrant that:

3.4.1 You will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the licence granted to You in clause 3.1 of these Special Terms;

3.4.2 all computers and/or IT systems which GBG are required to use, are legally licensed to You or are Your property and that such activities by GBG will not infringe the rights of any third party;

3.4.3 the use of the Service by You through any software, equipment, materials or services not provided by GBG will not infringe the rights of any third party;

3.4.4 GBG's compliance with any designs or specifications provided by You will not infringe the rights of any third party; and

3.4.5 the use by GBG of Your Data through the provision of the Service in accordance with Your instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights.

4 CONFIDENTIALITY AND PUBLICITY

4.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 4.3, 4.4 and 4.5 or to the extent necessary for the proper performance of the Agreement.

4.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.

4.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

4.4 Each Party may disclose the other Party's Confidential Information:

4.4.1 to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under the Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 4; and

4.4.2 as may be required by law, court order or any governmental or regulatory authority.

4.5 For the purposes of clause 4.1, Confidential Information shall not include information which:

4.5.1 is or becomes generally available to the public (other than through a breach of the Agreement);

4.5.2 is lawfully in the possession of the other Party before the disclosure under the Agreement took place;

4.5.3 is obtained from a third party who is free to disclose it; or

4.5.4 the Parties agree in writing is not confidential or may be disclosed.

5 DATA PROTECTION – GENERAL PROVISION

- 5.1 This clause sets out the general privacy provisions that shall apply to the use and provision of the Service. In addition to the general privacy provisions set out in this clause, there may be additional privacy provisions that relate to:
- 5.1.1 the use of certain Datasets and/or Output Material as set out in this agreement;
 - 5.1.2 the use of the Service and/or Output Material in a particular country or jurisdiction as set out in the Local Laws; and
 - 5.1.3 specific elements of the Service as set out in clause 6.
- 5.2 The parties acknowledge that, unless otherwise stated in this section or Local Laws:
- 5.2.1 the Customer is a controller of the Customer Data that it provides through the Software and/or Services;
 - 5.2.2 to the extent that GBG processes the Customer Data in order to provide the Software or perform the Services, it shall do so as a separate and independent controller;
 - 5.2.3 GBG is a controller of the Supplier Data, and the Customer shall act as a separate and independent controller upon receipt of the Supplier Data from GBG;
 - 5.2.4 The Reseller shall be appointed by the Customer (acting as a controller). To the extent the Reseller processes the Customer Data and the Supplier Data in order to receive and transfer the Customer Data and receipt of Supplier Data in relation to the Software and/or Services, it shall do so as a separate and independent controller;
 - 5.2.5 GBG (acting as a controller) appoints the Reseller as its authorised processor to retain a copy of the Meta Data in accordance with clause 7;
 - 5.2.6 GBG is a controller of the GBG Audit Trail.
- 5.3 The Reseller represents, warrants and undertakes it shall retain sufficient records for a period of 12 months from the date each Output Material was created so that the Reseller has the ability to assist a data subject with a data subject rights request as a result of GBG's processing.
- 5.4 Notwithstanding clause 5.2, GBG is a processor and the Reseller is a controller of the personal data contained in the Customer Audit Trail and therefore the terms set out in clause 5 shall apply in relation to personal data contained within the Customer Audit Trail.
- 5.5 Changes in Law or Guidance: The Parties agree that, following any changes or amendments to Applicable Data Protection Law or any associated guidelines and instructions issued by relevant national, federal and or state authorities that affect an Agreement, GBG may be required to update clause 5 and/or clause 6 and/or the terms set out in the Local Laws to ensure compliance with the applicable change in law and or issued guidance.
- 5.6 The Customer acknowledges that this Service performs face match and liveness tests, which involve processing of biometric data for identity document authentication purposes. This is a special category of Personal Data under Applicable Data Protection Laws, which requires explicit written consent to be given by the data subject as a condition for processing such data. The Customer acknowledges that GBG has no interaction with the data subject, and as a consequence, it will be the responsibility of the Customer to obtain the data subject's explicit written consent on GBG's behalf, and inform the data subject of GBG's role. The Customer must retain records of such data subject's explicit consent under applicable law which shall not be for a period less than 12 months, and shall provide evidence of consent if requested by GBG or the data subject.
- 5.7 The Customer acknowledges and agrees that Customer Data may be transferred outside the UK or EEA to a GBG Group Company in the course of providing the Service. GBG shall be responsible for ensuring that such Group Company complies with Applicable Data Protection Law, the terms of the Agreement.
- 5.8 Customer acknowledges and accepts that support services and/or professional services may be carried out by GBG's Group Company, IDscan Research Bilsim Teknolojileri Sanayi Ticaret Limited Sirketi, based in Turkey ("**IDscan Turkey**"). GBG has a data processing agreement in place with IDscan Turkey to maintain appropriate safeguards in relation to the transfer of any Personal Data required as a result of the provision of the Service.
- 5.9 Identity Documents captured by the Service may be processed by GBG to validate format and security parameters therefore preventing fraud and improving GBG's research into its fraud prevention services.
- 5.10 International transfers of Customer Data: The Customer acknowledges that GBG may process Customer Data in a territory outside of EEA or the United Kingdom, or your local country or region. GBG will take all necessary measures to ensure such onward transfers of Customer Data are in compliance with Applicable Data Protection Law.

6 DATA PROTECTION – PROCESSOR PROVISIONS (CUSTOMER AUDIT TRAIL)

- 6.1 Customer Audit Trail. The Customer acknowledges and accepts that standard retention period for the personal data contained within the Customer Audit Trail is 31 days and the Reseller has the ability to vary such retention period.
- 6.2 Confidentiality of processing. In addition to the confidentiality obligations contained in the Agreement, GBG shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty).
- 6.3 Security. GBG shall implement and maintain appropriate technical and organisational measures to protect the Customer Audit Trail from a Personal Data Breach. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
- 6.3.1 the pseudonymisation and encryption of personal data;
 - 6.3.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 6.3.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and/or
 - 6.3.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 6.4 Sub processing. The Customer consents to GBG engaging third-party sub-processors to process the Customer Audit Trail provided that:
- 6.4.1 GBG informs the Reseller of any intended changes concerning the addition or replacement of a third-party Sub-processor with access to the Customer Audit Trail and give the Reseller the opportunity to object to such changes;
 - 6.4.2 GBG imposes data protection terms on any sub-processor it appoints that protects the Customer Audit Trail to the same standard provided for by this clause 6; and
 - 6.4.3 GBG remains fully liable for any breach of this clause 6 that is caused by an act, error or omission of its third-party sub-processor.
- 6.5 Cooperation and data subjects' rights. Where GBG is a processor it shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the Reseller at its own expense to enable to respond to:
- 6.5.1 any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and
 - 6.5.2 any other correspondence, enquiry or complaint received from a data subject, regulator or other third-party in connection with the processing of the Customer Audit Trail. In the event that any such request, correspondence, enquiry or complaint is made directly to GBG, GBG shall promptly inform the Reseller providing full details of the same.

7 IDSCAN RECORD OF PROCESSING | RESELLER PROCESSING ACTIVITY

Name and contact details of the controller	Company Name: GB Group plc ('GBG') Company Number: 2415211 Registered Address: GB Group plc, The Foundation Herons Way Chester Business Park Chester CH4 9GB Contact Name: DPO: Kate Lewis Email: DPO@gbgplc.com
Name and contact details of the processor	Company Name: Remit One Limited Registered Address: Studio 15 Monohaus, 143 Mare Street, London, E8 3FW Contact Name: CEO: Anwar H Saleem Email: legal@remitone.com
Categories of processing carried out on behalf of the Data Controller	Purpose: Meta Data for Data Subject Rights. Hold on behalf of GBG a record for every search which the Reseller has placed a check through the IDscan service. As a minimum the Customer's: Name Search date Time stamp

8 LIABILITY

- 8.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 8.2 Neither Party excludes or limits its liability in respect of clauses 3 (Intellectual Property Rights), 4 (Confidentiality), or 5 (Data Protection) of the Agreement.
- 8.3 You do not exclude or limit Your liability arising from or in connection with any misuse or unauthorised use of the Service or the Output Materials or any use of the Service or the Output Materials that is not expressly permitted under the Agreement or otherwise expressly authorised by GBG.
- 8.4 Due to GBG's reliance on third party data suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant:
- 8.4.1.1 the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Output Materials; or
 - 8.4.1.2 that the use of the Service and/or the Output Materials will meet Your business requirements and You accept that the Service was not designed or produced to Your individual requirements and that You are responsible for Your selection. Consequently, You agree that except as expressly set out in the Agreement, all warranties, conditions and other terms relating to the Service and the Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.
- 8.5 The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of 3 (Intellectual Property Rights), 4 (Confidentiality) and 5 (Data Protection) of the Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.
- 8.6 GBG makes no warranty
- 8.6.1 that the Software is or will be compatible with any rules, requirements or guidelines of the owners,
 - 8.6.2 regarding the accuracy or suitability of the templates contained within the Document Library; or
 - 8.6.3 that the use of the Software, Services and/or the Output Materials will meet Your business requirements. Consequently, You accept that the Services was not designed or produced to Your individual requirements that You were solely responsible for Your selection and for ensuring that the facilities and functions of the Software as described to You meet its requirements.

9 SUSPENSION AND TERMINATION

- 9.1 GBG may suspend all or part of the Service immediately and without notice in the event that You have or GBG acting reasonably suspects that You have committed a material breach of the Agreement.
- 9.2 Either Party may terminate the Agreement (or, if GBG wishes, part of it) on immediate notice in writing to the other if any of the following applies:
- 9.2.1.1 the other Party commits a material or persistent breach of the Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
 - 9.2.1.2 the other Party commits a material or persistent breach of the Agreement which cannot be remedied;
 - 9.2.1.3 any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
 - 9.2.1.4 the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or other applicable legislation;
 - 9.2.1.5 a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
 - 9.2.1.6 an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
 - 9.2.1.7 a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
 - 9.2.1.8 an application for an administration order is issued at court in respect of the other Party;
 - 9.2.1.9 a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
 - 9.2.1.10 any event analogous to any of clauses 9.2.1.3 to 9.2.1.9 above occurs in any jurisdiction.

- 9.3 Upon termination of the Agreement, all rights granted to You under the Agreement in connection with the Service shall cease and You shall:
- 9.3.1.1 cease using the Service and Software, or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service;
 - 9.3.1.2 immediately destroy or return to GBG (at GBG's option) all copies of the Software and the Documentation then in its possession, custody or control and, in the case of destruction, certify to GBG that it has done so; and
 - 9.3.1.3 promptly pay any outstanding and unpaid invoices due for the Service whether the invoice was submitted before or after the termination of the Agreement.
- 9.4 Upon termination of the Agreement GBG will cease using Your Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by You (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within Your Data or an exemption under GDPR applies).
- 9.5 Upon termination of the Agreement the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.

10 AUDIT RIGHTS

- 10.1 The Parties acknowledge and accept that, due to the nature of the Service provided, a mutual audit right is required for each Party (the "Auditing Party") to be able to verify and monitor the other Party's compliance with its material obligations under the Agreement (the "Audited Party"). The following provisions of this clause are to give effect to that requirement.
- 10.2 Upon receipt of the Auditing Party's reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party's compliance with its obligations under the Agreement. Such information and records may be redacted to remove Confidential Information not relevant to the request.
- 10.3 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 10.4 Subject to clauses 10.5 to 10.7, where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party's obligations to a regulatory body (and in GBG's case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party's compliance with its obligations under the Agreement.
- 10.5 Audits shall not be carried out on more than one occasion per year of the Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (and in GBG's case, by a Data Supplier). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or in GBG's case, a Data Supplier) in respect of any such audit imposed on the Audited Party.
- 10.6 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party's performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.
- 10.7 The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

11 PASSIVE LIVENESS

- 11.1 GBG incorporates the Supplier Technology into its own Services and/or Software.
- 11.2 No personal data is transferred to the Supplier
- 12 The Supplier Technology used to provide this Dataset is supplied by GBG's Supplier. GBG is obliged under the terms of its agreement with the Supplier to ensure that all Customers agree to comply with the following licensing provisions:

13 USE OF THIS DATASET

- 13.1 This Dataset may only be used for the Customer Use Cases detailed below, provided that such Customer Use Case is chosen by the Customer and the Customer complies with any use case restrictions set out in the Agreement:
- 13.1.1 ID Verification – Fraud
 - 13.1.2 ID Verification – Regulatory
- 13.2 In addition to the Customer Use Case restrictions contained within clause 13.1 (including any conditions that apply to that Customer Use Case) the following terms set out in clauses 13.3 – 13.5 also apply.
- 13.3 This Dataset is only available to Customers utilising the most current version of the SDK offered as part of the Service and as a minimum should be using the following versions Web SDK v9.0.0, MJCS iOS 10.3.x or MJCS Android 10.3.x as applicable.
- 13.4 The Customer must not make the Supplier Technology available to any third party, or copy, distribute, disassemble, decompile, reverse translate or in any other manner decode the Supplier Technology, except as permitted by law nor modify, further develop or create any derivative product from the Supplier Technology, without the prior written consent of GBG and the Supplier.
- 13.5 The Customer acknowledges that the Supplier Technology is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility, or in the operation or maintenance of any direct life support system. The Supplier disclaims any express or implied warranty of fitness for such uses. The Customer agrees that it will not use, market, or expressly authorize the use of the Supplier Technology for such purposes.
- 13.6 The Customer warrant that it will not this Dataset for any reason outside of the Permitted Purpose and Customer Use Case.

14 EXCLUSION OF WARRANTIES

- 14.1 The Supplier makes no representations or warranties of any kind; express or implied, including, and not limited to: the warranty of merchantability, the warranty of fitness for a particular purpose, or the warranty for specific performance metrics. The Supplier does not warrant that any software, product or other intellectual property provided or used hereunder is error free or will operate without interruption. Consequently, GBG cannot warrant that the Supplier Technology will be error-free or that an Customer will have uninterrupted access to the Supplier Technology.
- 14.2 The Supplier shall have no obligation for any claim arising from any combination by Customer of the Supplier Technology with a software or hardware product, program, or data not created by, licensed to, nor distributed by the Supplier, where such infringement would not have occurred but for such combination.

15 DATA PROTECTION AND COMPLIANCE WITH RELEVANT LAWS

- 15.1 GBG provides this Dataset in its capacity as an independent controller.
- 15.2 GBG incorporates the Supplier Technology into its own Services and/or Software and does not transfer Customer Data to the Supplier to provide this Dataset.
- 15.3 This service will perform face match and liveness tests, which involve processing of biometric data for identity document authentication purposes. This is a special category of personal data under Applicable Data Protection Law, which require explicit/written consent to be given by the data subject as a condition for processing such data. The Customer acknowledges that GBG has no interaction with the data subject, and as a consequence it will be the responsibility of the Customer to obtain the data subject's explicit/written consent on GBG's behalf, and inform the data subject that GBG is acting as a separate and independent controller, GBG's role in the processing, and provide a link to GBG's privacy notice, <https://www.gbgplc.com/en/legal-and-regulatory/products-services-privacy-policy>, prior to the collection and processing.
- 15.4 The Customer warrants that it will obtain the data subject's explicit consent in compliance with Applicable Data Protection Law. The Customer further warrants that it shall retain records of such data subject's explicit consent for a period of 12 months if requested either by GBG or the data subject.