

SHUFTI PRO

TERMS AND CONDITIONS

In consideration of the covenants and commitments set out in the applicable Sales Order, the following terms and conditions (the “**Terms and Conditions**”) shall govern the parties’ mutual relationship:

1. Definitions

Except to the extent expressly provided otherwise, in the Agreement:

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

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

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

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

"CCN" means a change control notice issued in accordance with Schedule 5;

"Charges" means the following amounts:

- a) The amounts specified in the applicable Sales Order; and
- b) Such amounts as may be agreed in writing by the parties from time to time.

"Client" means the client listed in the applicable Sales Order;

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

"Client Personal Data" means any Personal Data that is processed by the Provider on behalf of the Client in relation to the Agreement but excludes data with respect to which the Client is a data controller;

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

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

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

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Data, the General Data Protection Regulation (Regulation (EU) 2016/679), as well as, the Data Protection Act 2018;

“Documentation” means any and all ‘Application Programming Interface’ documentation detailing the functions, classes, return types, arguments or any other information provided to effectively use the Hosted Services;

“EEA” means the European Economic Area;

"Effective Date" means the date of execution of the applicable Sales Order incorporating these Terms and Conditions;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider's obligations under the Agreement;

“Force Majeure Event” means any of the following: riot, civil unrest, war, act of terrorism, threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions, or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event to perform its obligations in accordance with the terms of the Agreement;

"Hosted Services" means online identity and document verification services, and/or background checks as specified in the Hosted Services Specification, which will be made available by the Provider to the Client as a service via the internet in accordance with the Agreement;

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

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

"Hosted Services Specification" means the specification for the Platform and Hosted Services as set out in Schedule 1 and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Personal Data" has the meaning given to it under the General Data Protection Regulation (Regulation (EU) 2016/679);

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

"Product(s)" means any or all of the Services as are specified in the Agreement and may include the online or offline verification service, AML checks etc.;

"Provider" means the party providing Hosted Services and listed as such in the applicable Sales Order;

“**Sales Order**” means, irrespective of its title, a cover document that sets out details of payment of Charges and specifically refers to these Terms and Conditions and is signed by both parties;

“**Schedule**” means any schedule attached herein below with these Terms and Conditions;

“**Services**” means any services that the Provider provides to the Client, or has an obligation to provide to the Client, under the Agreement;

“**Support Services**” means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

“**Supported Web Browser**” means the browsers specified by the Provider for online or offline verifications, and may include the current or latest release, from time to time, of Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing, shall be supported;

“**Term**” has the meaning given to it in the applicable Sales Order;

“**Termination for Cause**” means, subject to Clause 13, where the Agreement is terminated if either party (i) commits a misconduct involving dishonesty or breach of trust; (ii) wilfully engages in conduct that is in bad faith and materially injurious to the other party including, but not limited to, misappropriation of Confidential Information, fraud or embezzlement; or (iii) commits a material breach of the Agreement;

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

“**UK**” means the United Kingdom;

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

“**Upgrade**” means a major version upgrade of any Platform software; and

“**US\$**” means the currency/Dollar of United States of America.

2. Hosted Services

2.1 An order for Hosted Services must be placed using a Sales Order. The Provider shall prepare the Sales Order to reflect description of the type, particulars of the Product(s) being purchased, the applicable fees, and any other terms or conditions incidental to that Sales Order.

2.2 A Sales Order shall only be effective and binding when signed by both the parties.

2.3 The terms of the Sales Order shall automatically renew for a further duration (of the Term) unless otherwise amended in writing by either party.

2.4 Either party may notify the other party in writing at least thirty (30) days prior to expiration of the Term that it does not intend to renew. Where the Client has breached any of the terms of the Agreement during the Term, a renewal is subject to Provider’s express written consent and confirmation.

2.5 For any proposed change in the Sales Order by the Client, the Provider may require a completed CCN, in the form specified in Schedule 5 (Form of CCN), to be provided for the proposed change to take effect.

2.6 Subject to Clause 2.1, the Provider shall grant to the Client a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for identity and document verification of the Client's customers (the end users) in accordance with the Documentation during the Term.

2.7 Except to the extent expressly permitted in the Agreement or as required by law, the license granted by the Provider to the Client under Clause 2.6 is subject to the following prohibitions:

- (a) the Client must not sub-license its right to access or use the Hosted Services;
- (b) the Client must not permit any unauthorized person to access or use the Hosted Services;
- (c) the Client must not republish or redistribute any content or material from the Hosted Services; and
- (d) the Client must not make any alteration to the Platform, except as permitted by the Documentation.

2.8 The Client shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using the Client's account.

2.9 The parties acknowledge and agree that Schedule 2 shall govern the availability of the Hosted Services.

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

2.11 The Client must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

2.12 The Client must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

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

2.14 All Intellectual Property Rights in any Customizations designed, developed or implemented in accordance with the Agreement between parties shall be the exclusive property of the Provider (unless the parties agree otherwise in writing)

3. Client Obligations

3.1 Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Provider, or procure for the Provider, such co-operation, support and advice; and information and documentation as may be required from time to time for compliance with any relevant applicable laws such as the data protection laws;

3.2 The Client must provide to the Provider, or procure for the Provider, such access to the Client's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.

3.3 The Client shall ensure that the Client Systems are compatible with or support the Hosted Services, and continue to comply, throughout the Term with the requirements of Schedule 1 in all material respects, subject to any changes agreed in writing by the Provider.

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

4. Client Personal Data

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

4.2 Use of Material:

- a) The Client authorizes the Provider to use its name, logo, and/or trademark without notice or explicitly signed consent, in connection with creation of promotional material, to be disseminated to public, either through print or electronic media. The promotional material may include, but is not restricted to, press releases, announcements, video recordings, radio productions, periodicals, advertisements, website content etc.
- b) The Provider hereby grants the Client permission to use its name, logo, and/or trademark to an extent that allows for promotion of Services provided by Provider and does not infringe upon or take ownership of any material or technology that is owned by the Provider.
- c) The Client hereby grants the Provider the sole ownership of all revenues, profits, leads etc. generated, by the Provider, with respect to marketing, branding and content promotion.

5. Integrations with Third Party Services

5.1 The Client consents to the Client's integration with a Third Party Services in order to provide full set of services.

5.2 The Provider may remove, suspend or limit any Third Party Services integration at any time in its sole discretion.

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

6. Payments

6.1 The Provider shall issue invoices for the Charges to the Client from time to time (or as and when required) and the Client must pay the Charges to the Provider within a period of thirty (30) days following the issue of an invoice in accordance with this Clause.

6.2 If the Client does not pay the amount to the Provider as per the Clause 6.1, the Provider may:

- a) charge the Client an interest on the overdue amount at the rate of eight percent (8%) per annum over and above the Bank of England's prevalent base rate from time to time (which interest shall accrue daily until the date of actual payment and be compounded at the end of each calendar month);
- b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; or
- c) suspend the Services until the Client has paid the Charges, and any accrued interest, as per this Clause.

7. Confidentiality Obligations

7.1 Both parties shall:

- a) keep the other party's Confidential Information strictly confidential using the same degree of care to protect the other party's Confidential Information as that party uses to protect its own Confidential Information of a similar nature;
- b) not disclose the other party's Confidential Information to any person without that other party's prior written consent, and even then, only under conditions of confidentiality approved in writing by the party whose Confidential Information is being disclosed;
- c) act in good faith at all times in relation to the other party's Confidential Information; and

d) not use any of the other party's Confidential Information except for the purpose it was divulged to the receiving party.

7.2 Notwithstanding Clauses 7.1, a party's Confidential Information may be disclosed by the receiving party to its officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or any executed non-disclosure agreement to protect the confidentiality of the disclosed Confidential Information.

7.3 No obligations are imposed by this Clause 7 with respect to a party's Confidential Information if that Confidential Information:

- a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
- b) is or becomes publicly known through no act or default of the other party; or
- c) is obtained by either party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

7.4 The restrictions in this Clause 7 do not apply to the extent if any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognized stock exchange.

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

7.6 The provisions of this Clause 7 shall continue in force indefinitely following the termination of the Agreement.

7.7 The parties shall not make any public disclosures relating to the Agreement or the contents of the Agreement (including disclosures in press releases, public announcements, and/or marketing materials) without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed.

8. Data Protection

8.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Personal Data under the Agreement and the Provider shall only process the Client Data on the documented instructions of the Client as set out in the Agreement or any other document agreed by the parties in writing.

8.2 Notwithstanding any other provision of the Agreement, the Provider may process the Client Data if, and to the extent that the Provider is, required to do so by applicable law. In such a case, the Provider shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

8.3 The Client warrants to the Provider that it has the legal right to disclose all Personal Data to the Provider under or in connection with the Agreement, moreover, the Client shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories and of the types specified in Sales Order; and the Provider shall only process the Client Data for the purposes specified in Schedule 6.

8.4 The Provider shall only process the Client Data during the Term and for not more than thirty (30) days following the end of the Term, subject to the other provisions of this Clause 8.

8.5 The Provider shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.6 The Provider and the Client shall each implement appropriate technical and organizational measures to ensure an appropriate level of security for the Client Data, including those measures specified in Schedule 6.

8.7 The Provider is hereby authorized by the Client, as at the Effective Date, to engage third parties to process the Client Data. The Provider shall inform the Client at least fourteen (14) days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, the Client may terminate the Agreement on seven (7) days' written notice to the Provider, providing that such notice must be given within the period of seven (7) days following the date that the Provider informing the Client of the intended changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider.

8.8 The Client acknowledges that the Client Data may be transferred outside the EEA in connection with exercise of this Agreement and that the appropriate consents for any such potential transfer shall be acquired by the Client. For this, the Provider may also require a separate data processing agreement to be entered into with the Client as and when required by the applicable Data Protection Laws.

8.9 The Provider shall assist the Client in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the data subject, data protection impact assessments, prior consultation in relation to high-risk processing, and fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

8.10 The Provider shall, at the choice of the Client, delete or return any or all of the Client's Personal Data to the Client and shall delete existing copies save to the extent that applicable law requires the storage of the said Personal Data.

8.11 If any changes or prospective changes to the Data Protection Laws results in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data as set out under the Agreement, then the parties shall promptly use their best endeavors to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

9. Warranties

9.1 The Provider warrants to the Client that:

- a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement;
- b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under the Agreement;
- c) the Platform will incorporate security features reflecting the requirements of good industry practice; and
- d) that the Hosted Services, when used by the Client in accordance with the Agreement, will not breach any laws, statutes or regulations applicable under the English law and will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

9.2 The Client acknowledges that:

- a) use of the Hosted Services is at the Client's sole risk, that the Provider cannot and does not warrant that the service will meet all requirements of the Client, or that the operation of the Hosted Services will be uninterrupted or error-free.

- b) the Hosted Services and anything related thereto are provided "as is" and "as available", with all faults and without warranty of any kind, and Provider hereby expressly disclaims all warranties and conditions with respect to the Hosted Services and anything related thereto, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and of non-infringement of third party rights. No oral or written information or advice given by the Provider or its Affiliate shall mean or intend to create a warranty, express or implied.
- c) complex software is never wholly free from defects, errors, bugs etc. nor entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure or that the Hosted Services will be wholly free from defects, errors and/or bugs or that such defects shall be corrected promptly by the Provider.
- d) the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.
- e) the Provider may not be able to ensure exactly 100% accuracy in results or go by the sharp 30-second verification time; these figures may vary slightly as the verification process can be delayed owing to heavy website traffic or the clarity of the verification document.

9.3 The Client warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.

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

10. Indemnities

10.1 The Provider shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (only when arising out of Client's liability including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly as a result of any breach by the Provider of this Agreement.

10.2 The Client shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Client. Further, the Client shall:

- a) provide to the Provider all such assistance as may be reasonably requested by the Provider;
- b) allow the Provider, when the Provider so requires, the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties; and
- c) not admit liability to any third party or settle any disputes or proceedings involving a third party without the prior written consent of the Provider, and the Provider's obligation to indemnify the Client under Clause 10.1 shall not apply unless the Client complies with the requirements of this Clause.

10.3 The indemnity protection set out in this Clause 10 shall be subject to the limitations and exclusions of liability set out in Clause 11 of the Agreement.

11. Limitations and Exclusions of Liability

11.1 Nothing in the agreement shall limit or exclude (i) any liability for death or personal injury resulting from negligence; (ii) any liability for fraud or fraudulent misrepresentation; (iii) any liabilities in any way that are not permitted under applicable law; (iv) any liabilities that may not be excluded under applicable law; or (v) breach of any restrictions mentioned at Clause 2.7 to Clause 2.14 inclusive (except Clause 2.9).

11.2 The limitations and exclusions of liability set out in this Clause and elsewhere in the Agreement:

- a) are subject to Clause 11.1; and
- b) governs all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

11.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event; loss of profits, income, revenue or business opportunities; any special, indirect or consequential loss or damages.

11.4 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

11.5 The liability of each party to the other party under the Agreement in respect of any event or series of related events shall not exceed the greater of:

- a) USD 4500; or
- b) the total amount paid or payable by the Client to the Provider under the Agreement in the 3-month period preceding the commencement of the event or events.

12. Force Majeure Event

12.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

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

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

13. Term and Termination

13.1 Unless otherwise set forth in the applicable Sales Order, the Agreement shall remain in full force and effect unless terminated in accordance with the provisions herein.

13.2 The Agreement shall stand terminated if either party gives to the other party a thirty (30) days prior written notice of termination.

13.3 Either party may terminate the Agreement for cause (the “**Termination for Cause**”) by giving the other party a written notice within seven (7) days of the breach and notifying therein to remedy such breach within fourteen (14) days of the occurrence of the breach. If the affected party fails to notify the party-in-breach within seven (7) days or if the party-in-breach fails to remedy the said breach within the stated fourteen (14) day period, the Agreement shall stand terminated.

14. Effects of Termination

14.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 6, 7, 8, 9.3, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24 and 25.

14.2 Except to the extent that the Agreement expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

14.3 Without prejudice to the parties' other legal rights, within fifteen (15) days following the termination of the Agreement, the Client shall pay to the Provider any outstanding, due or agreed Charges in respect of Services provided to the Client before the termination of the Agreement.

14.4 In case of Termination for Cause, the Provider shall refund, subject to Clause 14.3, any Charges paid by the Client to the Provider in respect of Services that were to be provided to the Client during the remainder term of the Agreement.

15. Non-Solicitation of Personnel

The Client shall not, without the prior written consent of the Provider, either during the Term or within the period of six (6) months post-termination or within six (6) months following the end of the Term, engage, employ or solicit for engagement or employment any employee, subcontractor etc. of the Provider who has been involved in any way in the negotiation or performance of the Agreement.

16. Notices

16.1 Any notice given under the Agreement must be in writing, whether or not described as "written notice" in the Agreement.

16.2 Any notice given by either party under the Agreement must be sent by email using the relevant contact details which may be updated from time to time by a party giving written notice of the update to the other party

16.3 A party receiving from the other party a notice via email must acknowledge receipt by email promptly, and in any event within two (2) Business Days.

17. Subcontracting

17.1 The Provider must not subcontract any of its obligations under the Agreement without the prior written consent of the Client, providing that the Client must not unreasonably withhold or delay the giving of such consent.

17.2 Notwithstanding the provisions of this Clause 17 but subject to any other provision of the Agreement, the Client acknowledges and agrees that the Provider may subcontract the performance of any part of the Hosted Services to a reputable third party.

18. Assignment

18.1 Neither party shall assign, transfer or otherwise deal with its contractual rights and/or obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, provided that the Provider may assign the entirety of its rights and obligations under the Agreement to any Affiliate of the Provider or to any successor, all or a substantial part of the business of the Provider from time to time.

18.2 Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Client, or from the Client to the Provider.

18.3 Either party shall remain responsible to the other party for the performance of any assigned obligations.

19. No waivers

19.1 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.

19.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

20. Severability

20.1 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions shall continue in full force and effect.

20.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part shall be deemed to be deleted, and the rest of the provision shall continue in full force and effect.

21. Third Party Rights

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

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

22. Variation

The Agreement may not be varied except by means of a written document signed by or on behalf of each party, subject to the requirements of Schedule 5.

23. Entire Agreement

23.1 The Agreement shall constitute the entire agreement between the parties in relation to the subject matter, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of the subject matter.

23.2 Neither party shall have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

23.3 The provisions of this Clause 23 are subject to Clause 11.1.

24. Law and Jurisdiction

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

24.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25. Interpretation

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

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

25.3 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

[-----]

SCHEDULE 1 (HOSTED SERVICES PARTICULARS)

1. Specification of Hosted Services

Online or Offline Client Verification using Passport, Driving License, ID card and/or Credit/Debit card. Number of verifications should not exceed the Client's prepaid balance.

2. Client Systems

Clients can integrate the Hosted Services with their website or smartphone applications.

3. Financial Provisions

The Agreement shall only become effective on payment of the setup fee to the Provider in accordance with the applicable Sales Order, and the availability of sufficient account balance to perform at least one (1) verification.

4. Representatives

The Client shall ensure that all instructions given by the Client in relation to the matters contemplated in the Agreement will be given by a Client Representative to a Provider Representative, and the Provider:

- (a) may treat all such instructions as the fully authorized instructions of the Client; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

5. Contractual Notices

For any contractual notices, the Client shall communicate with the Provider at: sales@shuftipro.com

SCHEDULE 2 (AVAILABILITY SLA)

1. Introduction to Availability SLA

1.1 This Schedule 2 sets out the Provider's availability commitments relating to the Hosted Services.

1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the Provider.

2. Availability

2.1 The Provider shall use all reasonable endeavors to ensure that the uptime for the Hosted Services is at least 99% during each calendar month.

2.2 The Provider shall be responsible for measuring uptime and shall do so using any reasonable methodology.

2.3 The Provider shall report each calendar month's uptime measurements to the Client in writing, only upon Client's written request, within ten (10) Business Days following such request from the Client.

3. Exceptions

3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Paragraph 2.1:

(a) a Force Majeure Event;

(b) a fault or failure of the Provider's hosting infrastructure, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company;

(c) a fault or failure of the Client's computer systems or networks;

(d) any breach by the Client of the Agreement; or

(e) scheduled maintenance carried out in accordance with the Agreement.

SCHEDULE 3 (MAINTENANCE SLA)

1. Introduction

This Schedule 3 sets out the service levels applicable to the Maintenance Services.

2. Scheduled Maintenance Services

2.1 The Provider shall, where practicable, give to the Client at least ten (10) Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact on the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule 3.

2.2 The Provider shall ensure, to the extent possible, to provide all scheduled Maintenance Services outside Business Hours.

3. Updates

3.1 The Provider shall give to the Client a written notice of the application of any security Update to the Platform and at least ten (10) Business Days' prior written notice of the application of any non-security Update to the Platform.

3.2 The Provider shall apply Updates to the Platform as follows:

- (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, provided that the Provider may act reasonably and decide not to apply any particular third party security Update;
- (b) the Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
- (c) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Client or agreed by the parties from time to time.

4. Upgrades

4.1 The Provider may produce Upgrades at least once in each calendar year during the Term.

4.2 The Provider shall give to the Client at least ten (10) Business Days' prior written notice of the application of an Upgrade to the Platform.

4.3 The Provider shall apply each Upgrade to the Platform within any period notified by the Provider to the Client or as agreed by the parties in writing.

SCHEDULE 4 (SUPPORT SLA)

1. Introduction

This Schedule 4 sets out the service levels applicable to the Support Services.

2. Help Desk

2.1 The Provider shall make available to the Client a help desk in accordance with the provisions of this Schedule 4.

2.2 The Client may use the help desk for the purposes of requesting and, where applicable, receiving the Support Services; and the Client must not use the help desk for any other purpose.

2.3 The Provider shall ensure that the help desk is accessible through email, by use of Provider's web-based chat, and, if these are not available, through telephonic (or *Skype*) call.

2.4 The Provider shall ensure that the help desk is operational and adequately staffed during Business Hours. In addition, the Provider shall provide telephone number for the Client to report critical issues outside of Business Hours.

2.5 The Client shall ensure that all requests for Support Services that it may make shall be made through the help desk.

3. Response and Resolution

3.1 Issues raised through the Support Services shall be categorized as follows:

(a) urgent: Hosted Services are inoperable or a core function of the Hosted Services is unavailable;

(b) normal: a core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired.

3.2 The Provider shall determine, acting reasonably, into which category an issue falls.

3.3 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable/timeline for action in relation to the request.

4. Support Levels

Support Type	Response Time, within	
Free	Normal:	2 Business Days
	Urgent:	1 Business Day
Basic	Normal:	16 Business Hours
	Urgent:	8 Business Hours
Priority	Normal:	2 to 6 Business Hours
	Urgent:	1 to 3 Business Hours

5. Provision of Support Services

The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

6. Limitations on Support Services

6.1 In case the Client has opted for the *Free* Support Level and the total hours spent by the personnel of the Provider performing the Support Services during any calendar month exceeds twenty (20) then:

- (a) the Provider will cease to have an obligation to provide Support Services to the Client during the remainder of that calendar month;
- (b) the Provider may agree to provide Support Services to the Client during the remainder of that calendar month, but the provision of those Support Services may be subject to additional Charges.

6.2 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Services by the Client; or
- (b) any alteration to the Hosted Services made without the prior consent of the Provider.

SCHEDULE 5 (FORM OF CCN)

WHEREAS, the parties entered into the Agreement on the Effective Date, the parties now wish to amend the Agreement as follows:

IT IS AGREED that with effect from _____ (proposed effective date of CCN), the Agreement shall be amended in accordance with this Contract Change Note.

Save as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect.

1. Introduction

Title of Change:

CCN number:

Change proposed by:

Date of issue of CCN:

2. Details of Change

3. Impact of Change

Impact upon resources:

Impact upon timetable:

Impact upon Charges:

Other effects of Change:

4. Agreement to Change

Signed for and on behalf of Client:

Signed for and on behalf on Provider:

SCHEDULE 6 (DATA PROCESSING INFORMATION)

1. Categories of Data Subject

- a) Client's Raw API Requests data
- b) End users' verification data

2. Purposes of Processing

All Personal Data will be used to perform identity verifications and/or background checks only.

3. Personal Data Retention

Personal Data of end users shall be retained as per the written instruction of the Client at the time of Agreement. In case of no specific instructions, the Provider shall store data for a maximum of two (2) years without any Charges.

4. Security Measures for Personal Data

All the data is transmitted over Secure Sockets Layer (SSL) and stored in secure data centers which are SSAE compliant and ISO certified. All personal information is securely stored using either AES 256-bit or SHA-256 Cryptographic Hash Algorithm for maximum protection; TLS Encryption for data encryption while the same is in transition.