

## SUMSUB TERMS & CONDITIONS

### for AWS Marketplace

These Terms and Conditions, including any schedules, annexes, or appendices thereto (collectively, “**Terms and Conditions**”), shall govern the mutual relationship of the Service Provider and the Customer purchasing the Services offered in Amazon Web Services (“**AWS**”) Marketplace (“**Marketplace**”).

By (i) subscribing to Sumsb Listing (as defined herein) via AWS Marketplace; (ii) proceeding with registration in the Dashboard or (iii) otherwise using or accessing the System and/or Services based on Sumsb Listing in AWS Marketplace, the Customer agrees to comply with and be legally bound by these Terms and Conditions.

#### The Parties to these Terms and Conditions

“**Customer**” shall mean any entity using or otherwise accessing the System and/or the Services after subscribing to Sumsb Listing in AWS Marketplace based on these Terms and Conditions.

“**Service Provider**” shall mean **SUMSUB TECH LTD**, incorporated and registered in Cyprus with company number HE 424752 and registered office at Agiou Andreou 153, 3036, Limassol, Cyprus. **Service Provider’s contact:** business-support@sumsub.com

The Service Provider and the Customer are collectively referred to as the “**Parties**” and individually as a “**Party**”. For the avoidance of doubt, AWS Marketplace acts solely as an intermediary platform and is not a party to these Terms and Conditions.

## 1 DEFINITIONS

**API** means the Service Provider’s application programming interface, which is a set of functions and procedures that facilitate the submission of applications for access to the features and functionalities of the System and communication between the System and the Customer Platform.

**Applicant** means an end user of the Customer Platform (whether a natural person or a legal entity) providing documents, images, and other input data in respect of which the Service Provider performs Checks and other Services.

**Authorized User** means any member of the Customer’s personnel or another individual authorized by the Customer to access and/or use the System on behalf of the Customer.

**Business Purpose** means the permitted purpose for which the Customer may use the System and/or the Services. For clarity, the Customer may use the System and/or the Services for lawful purposes of remote identity verification, fraud prevention, compliance with AML/CFT laws and regulations, internal risk management and due diligence procedures, and other essentially similar purposes. The Customer is not allowed to resell, sublicense, redistribute, or otherwise make the System and/or the Services (or any materials or results derived therefrom) available to any third party without the Service Provider’s prior written consent (which the Service Provider shall not unreasonably withhold if it is required under applicable laws or regulations

or a lawful request by a competent government authority to make the System and/or the Services available to a third party).

**Check** means a subcategory of the Services with the following characteristics: (i) a Check is deemed completed when the Applicant in respect of which it has been conducted is assigned a “Rejected”, “Approved”, or “Resubmission requested” status in the Dashboard; and (ii) if any Check is reiterated in respect of the same Applicant later than one calendar month from the moment when the first such Check was completed or, irrespectively of the timing, by the Customer or at the Customer's request, such reiteration shall be considered a new Check and, therefore, billed separately.

**Commencement Date** means the date on which the Customer expresses its consent to be bound by these Terms and Conditions via AWS Marketplace by subscribing to Sumsb Listing therein.

**Confidential Information** means information disclosed by (or on behalf of) the Service Provider to the Customer in connection with or in anticipation of these Terms and Conditions that is marked as confidential or, from its nature, content, or the circumstances in which it is disclosed, could reasonably be deemed confidential. It does not include information (i) that the Customer had already possessed on a lawful basis prior to the disclosure, (ii) that becomes public through no fault of the Customer, (iii) that was independently developed by the Customer, (iv) that was lawfully transferred to the Customer by a third party bearing no confidentiality obligation towards the Service Provider; or (v) that is approved for disclosure by the Service Provider in writing.

**Customer Platform** means the information technology system owned and/or operated by the Customer, if any, which receives data from the Service Provider and/or the System based on these Terms and Conditions.

**DPA** means the Data Processing Agreement forming an integral part of this Agreement and available at [https://sumsub.com/files/data\\_processing\\_agreement.pdf](https://sumsub.com/files/data_processing_agreement.pdf) (including the List of Third Parties and Affiliates available at <https://docs.sumsub.com/docs/third-party-processors-and-affiliates> and forming Annex 1 to this Agreement).

**Fees** means the charges payable by the Customer under these Terms and Conditions for the provision of the Services. The list of Fees applicable to the Customer may vary depending on the Subscription Plan (as defined herein) chosen by the Customer before subscribing and displayed in Sumsb Listing in AWS Marketplace.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Malicious Code** means viruses, worms, time bombs, Trojan horses, and other similar malware, files, scripts, agents, or programs.

**New Release** means (i) architectural changes in the System and/or Services; (ii) improvements and bug corrections of the System and/or Services; or (iii) maintenance releases not impacting the visible performance of the System and/or Services.

**Private Offer** means a customized commercial offer for the specific Customer subscribed to the Sumsb Listing via AWS Marketplace, deviating from any of the standard Subscription Plans. A Private Offer may include modified pricing, custom service packages, discounts, additional services enabled by the Customer, or

any other terms individually agreed between the Parties. Private Offers are generated and accepted via AWS Marketplace and constitute an integral part of Sumsb Listing. If any provisions of the Private Offer directly conflict with any provisions of these Terms and Conditions, the conditions of the Private Offer shall prevail.

**Subscription Plan** means one of the options of Sumsb Listing as chosen by the Customer via AWS Marketplace, entitling the Customer to use Services of such types and volumes and on such conditions as specified in the respective Subscription Plan (“**Verification Limits**”). Subscription Plan shall become effective upon the Subscription Start Date. Subscription Plans offered by the Service Provider via Sumsb Listing are available for subscription solely via AWS Marketplace.

**SDK** means the software code supplied by the Service Provider to be embedded into the Customer Platform and any technical documentation relating to the corresponding integration.

**Security Feature** means any key, login, PIN, password, etc., as may be provided by the Service Provider to the Customer or created by the Customer for the purposes of accessing the System.

**SLA** means the Service Level Agreement, forming an integral part of this Agreement.

**Subscription Start Date** means the date the Customer is provided with access to the production environment of the System (i.e., the technical functionality allowing the use of paid Services). Upon the Subscription Start Date, the chosen Subscription Plan shall commence, along with the applicable Verification Limits.

**Sumsb ID** means a feature allowing Applicants to transfer the images of their identity documents already stored by the Service Provider to the Customer instead of uploading or capturing them in real-time, as described in more detail at <https://sumsub.com/pricing> and in section 1 of Sumsb ID User Terms and Conditions available at <https://id.sumsub.com/terms>. For the avoidance of doubt, Sumsb ID User Terms and Conditions are hereinafter only linked for reference; they do not constitute part of these Terms and Conditions, are not binding as between the Service Provider and the Customer, and do not create any rights or obligations for the Service Provider or the Customer (or any of their respective affiliate entities) towards each other unless explicitly specified herein. The Customer agrees that the Service Provider (or any of its affiliate entities, as the case may be) may embed an option for the Customer’s Applicants to accede to Sumsb ID User Terms and Conditions and subsequently use Sumsb ID into the System (including the SDK) and, where it in its discretion considers so necessary, modify the System accordingly.

**Sumsb Listing** means a digital offer displayed on the AWS Marketplace website by the Service Provider, describing the Services available for purchase under that offer solely via AWS Marketplace. Sumsb Listing includes: (i) the list and description of the Services offered (“**Specification**”); (ii) the pricing terms applicable to the Services purchased by the Customer via AWS Marketplace (“**Subscription Plan**”), including private offers accepted via AWS Marketplace, if applicable; (iii) these Terms and Conditions which are incorporated by reference into Sumsb Listing; (iv) applicable policies, guidelines and other documents listed on the Website that may apply to the Customer’s usage of the Services (“**Documentation**”). By purchasing the Services offered in Sumsb Listing in AWS Marketplace, the Customer enters into a legally binding agreement with the Service Provider under the terms of Sumsb Listing.

**System** means a set of computer programs and databases owned and/or operated by the Service Provider to render the services described in Sumsb Listing (“**Services**”), including API and SDK. The System includes an interactive software tool facilitating the communication between the Service Provider and the Customer and ensuring the management and processing of requests as submitted by the Customer or by its Applicants (“**Dashboard**”).

**Trial Period** means a limited period of time during which the Customer may access a restricted version of the Services, solely for the purposes of evaluating the functionality and performance of the System. The Trial Period shall start on the Commencement Date and shall continue until both of the following conditions are met by the Customer: (i) the Customer has paid the Pre-Payment in accordance with the selected Subscription Plan, which is confirmed by AWS; (ii) the Service Provider has completed its due diligence procedure of the Customer with a positive result.

**Website** means [www.sumsub.com](http://www.sumsub.com) and its subdomains.

1.2 No provision of these Terms and Conditions shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision.

1.3 Any reference to "days" shall mean calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday, bank holiday, or a public holiday in the Service Provider's jurisdiction of incorporation.

1.4 Any provision conferring rights or imposing obligations on a Party and contained in any of the definitions listed in clause 1.1 or elsewhere in these Terms and Conditions shall be given effect as if it were a substantive provision within the body of these Terms and Conditions.

1.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail.

1.6 Where the expressions "include(s)", "including" or "in particular" are used in these Terms and Conditions, the list of words following them shall not be considered exhaustive unless explicitly indicated otherwise.

1.7 References to sections, clauses, or Annexes are to these Terms and Conditions' respective sections, clauses, and Annexes.

1.8 A reference to a Party includes its successors and permitted assigns.

1.9 The headings in these Terms and Conditions are for ease of reference only and shall not affect their interpretation.

1.10 In these Terms and Conditions, if the context so requires, references to the singular shall include the plural and vice versa.

## **2 TERM**

2.1 These Terms and Conditions shall take effect and become legally binding between the Parties on the Commencement Date and shall continue for an initial term of 12 months following the Commencement Date (the "**Initial Period**"). For the avoidance of doubt, the Initial Period shall include the Trial Period. Notwithstanding the foregoing, if, prior to the expiry of the Initial Period or Renewal Period, if applicable, the Customer reaches the Verification Limits specified in the Subscription Plan chosen by the Customer in Sumsub Listing, these Terms and Conditions shall automatically terminate upon reaching the Verification Limits, regardless of the choice of the automatic renewal option by the Customer.

In such a case, the Customer must enter into a new agreement by accepting the then-current Sumsub Listing via AWS Marketplace in order to continue using the Services.

2.2 If the Verification Limit has not been reached by the expiry of the Initial or Renewal Period, if applicable:

(a) and the Customer has chosen the automatic renewal option while subscribing to Sumsb Listing, these Terms and Conditions shall automatically renew for subsequent periods of 12 month each ("**Renewal Periods**") on the same terms (subject to any updated Terms and Conditions notified to the Customer), including the applicable Subscription Plan and Verification Limits;

(b) and the Customer has not chosen the automatic renewal option while subscribing to Sumsb Listing, these Terms and Conditions shall expire at the end of the Initial Period.

Notwithstanding the foregoing, the Customer may re-subscribe at any time thereafter by accepting the then-current Sumsb Listing via AWS Marketplace.

2.3 These Terms and Conditions are expressly contingent upon the existence and continued validity of both (i) the AWS Customer Agreement between the Customer and AWS, and (ii) the AWS Seller Terms between the Service Provider and AWS (the "**AWS Agreements**"). In the event that any of AWS Agreements is terminated, invalidated, or rendered unenforceable, by operation of law or otherwise, for any reason prior to or during the Term of this Agreement, the Service Provider shall have the right to terminate these Terms and Conditions immediately, without liability of any kind, upon providing written notice to the Customer. If these Terms and Conditions are terminated in accordance with this clause 2.3, the Customer may use the Services until the Verification Limit of the applicable Subscription Plan is reached, or until the end of the Initial or Renewal Period, if applicable, whichever is earlier.

2.4 The Customer undertakes to notify the Service Provider promptly in the event the AWS Customer Agreement is terminated, invalidated, rendered unenforceable or otherwise compromised.

### **3 CONNECTION TO THE SYSTEM**

3.1 The Service Provider shall grant the Customer full access to the System and the Services in accordance with Sumsb Listing upon the Subscription Start Date. Notwithstanding the foregoing:

3.1.1 a limited scope of the System's functionalities (not including, in particular, any chargeable Services), determined at the Service Provider's sole discretion, may become available to the Customer upon the Commencement Date, subject to the Customer following the instructions forwarded by the Service Provider to the email address specified by the Customer while registering in AWS Marketplace. The Customer shall not upload any personal data (except that of the individual uploading it, unless that individual is also an Applicant) into the System before the Subscription Start Date. Any output generated by the Service Provider in relation to any data uploaded by the Customer into the System prior to the Subscription Start Date is a mere demonstration of the System's capabilities and may not be regarded as processing similar or equivalent to that constituting the Services;

3.1.2 immediately upon the Commencement Date, and thereafter, the Customer shall be obliged, when requested to do so, to submit to the Service Provider certain information about itself as further specified by the Service Provider via the Website, by email or otherwise for internal due diligence purposes (including, but not limited to, personal details of Authorized Users; company details, ownership and control structure, personal details of ultimate beneficial owners and senior officers, supporting corporate documents; nature of business and any required licenses, registrations, certifications, approvals (if applicable); website address; and other data as may be requested by the Service Provider). The Service Provider may, in its sole discretion, disregard any updates made by the Customer to the previously submitted information, to the extent such updates do not amount to an assignment permitted under clause 11.7 below. The Service Provider shall be entitled, at its sole discretion, to suspend or limit the Customer's access to the System and/or the Services and/or terminate these Terms and Conditions where (i) the Customer fails to timely provide the requested

information (in full or in part); (ii) the information provided by the Customer is false, incomplete, inconsistent, or incorrect; (iii) the Service Provider may not or is recommended not to continue a business relationship with the Customer as per the Service Provider's due diligence policies and procedures; or (iv) in any other case as may be defined by these Terms and Conditions. The Service Provider shall not be obliged to disclose the scope or results of its due diligence procedures. Where the Service Provider has informed the Customer that its due diligence procedures have rendered a final negative result and has withdrawn the Customer's access to its account in the System's production environment, these Terms and Conditions shall be considered terminated with immediate effect; should the access to the same account be subsequently restored, the Terms and Conditions shall be considered to have continued in force, starting from the moment of such restoration, on the same terms as were in effect between the Parties immediately prior to the termination.

- 3.2 For the duration of the Term, the Service Provider shall supply the Customer with (i) Services in accordance with Sumsb Listing and relevant Subscription Plan chosen; (ii) as soon as reasonably practicable, any New Releases; and (iii) technical support, including maintaining the System up-to-date, in good working order, and free from Malicious Code, and restoring it to normal operational conditions if inaccessible.
- 3.3 The Customer acknowledges that for any reason, at any time, and without prior notice, the Service Provider may issue New Releases, and agrees to implement such New Releases promptly. Failure of the Customer to update its version of the System to the New Release within 60 days of notification from the Service Provider shall, for the avoidance of doubt, be considered a breach as per clause 10.2(i) of these Terms and Conditions. The Service Provider shall not be in any way liable for the System's incorrect operation, unavailability, or any other deficiencies that are due to the Customer's failure to timely comply with its obligations as set out in this clause 3.3.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Customer acknowledges and agrees that all Intellectual Property Rights in the System and the Services belong to the Service Provider or its licensors (as the case may be) and the Customer shall have no rights to or interest in the System and/or Services other than those expressly granted under these Terms and Conditions. The Customer undertakes, during the Term and at any time thereafter, not to challenge the Intellectual Property Rights of the Service Provider or its licensors, nor to assist any third party directly or indirectly to do so.
- 4.2 Subject to clause 4.1, the Service Provider grants the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable license for the duration of the Term to use the System and/or Services solely for the Business Purpose, in accordance with these Terms and Conditions, and conditional on the Customer's compliance therewith.
- 4.3 The Customer is not permitted to modify, adapt, translate, process, reverse engineer, rearrange or otherwise rework or make derivative works of any elements of the System, or reproduce the results achieved from any of these acts.

#### **5 FEES. PAYMENT TERMS**

- 5.1 For the provision of the Services and use of the System, including receipt of any New Releases and support as per these Terms and Conditions, the Customer shall pay the Service Provider the Pre-Payment, Check Charges and Service Charges ("**Fees**") as per the chosen Subscription Plan within the Sumsb Listing. For the avoidance of doubt, all Fees shall be non-refundable.
  - 5.1.1 **Pre-Payment** is paid regularly (upon the Commencement Date and upon the commencement of each Renewal Period, if applicable). THE CUSTOMER FULLY ACKNOWLEDGES, ACCEPTS AND AGREES THAT THE PRE-PAYMENT IS NON-CANCELLABLE, NON-REFUNDABLE, AND NON-RECOUPABLE AND PAID ON AN UNCONDITIONAL BASIS (IRRESPECTIVELY OF WHETHER ANY SERVICES WERE RENDERED WITHIN THE INITIAL PERIOD OR THE GIVEN RENEWAL PERIOD, AS THE CASE MAY BE). FOR CLARITY, ONCE THE INITIAL PERIOD OR THE GIVEN RENEWAL PERIOD (AS THE CASE MAY BE) ENDS OR IS TERMINATED, THE UNUSED

PART OF THE RESPECTIVE PRE-PAYMENT AUTOMATICALLY EXPIRES AND IS NOT SUBJECT TO REFUND. Notwithstanding this, subject to paying the Pre-Payment, the Customer shall be entitled to use a volume of Checks and/or other Services under the Verification Limit as set out in the applicable Subscription Plan within the Initial Period or the given Renewal Period, as the case may be.

5.1.2 **Check Charges** and **Service Charges** are paid separately for each Check conducted and for other Services rendered during a reporting period and are deducted from the Pre-Payment. Where the Customer incurs any Check Charges and/or Service Charges in excess of any given Pre-Payment, a separate invoice may be issued by the Service Provider for such additional Fees.

5.2 The Fees shall be charged as follows:

5.2.1 the Pre-Payment shall be payable by the Customer as reasonably practicable upon the Commencement Date and upon the commencement of any given Renewal Period, if applicable.

5.2.2 the Check Charges, Service Charges and/or the Installation Fee, if any, shall be deducted from the Pre-Payment balance.

5.3 In the event the Customer enables any of the Services not covered by the applicable Subscription Plan via the Dashboard or by contacting the Service Provider at [business-support@sumsub.com](mailto:business-support@sumsub.com) or otherwise, the Service Provider will charge the Fees for the said Services by sending a separate Private Offer in Sumsub Listing via AWS Marketplace, using the Service Provider's then-current pricing for the enabled Services.

5.4 The Customer's payment obligations herein are unconditional and not dependent on: (i) the Customer's go-live date, project launch or any other internal business processes; or (ii) access to the production environment of the System (i.e., the technical functionality allowing the use of paid Services).

5.5 The Fees do not include any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any relevant jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes. Any amounts of such taxes are not to be deducted by the Customer from amounts payable to AWS in accordance with these Terms and Conditions. Furthermore, the Fees do not include any charges or commissions imposed by any bank.

5.6 The Service Provider shall have the right to suspend or limit the Customer's access to the Services and/or the System in case any amounts payable by the Customer are overdue.

5.7 The Customer will be invoiced by AWS in accordance with the AWS Customer Agreement, and AWS will transfer the Fees to the Service Provider. For clarity, the Customer shall pay the Fees exclusively via AWS Marketplace in accordance with a chosen Subscription Plan.

5.8 The Service Provider reserves the right to adjust any Fees payable by the Customer under these Terms and Conditions as follows:

a) provided that any external third-party source engaged by the Service Provider increases an existing charge and/or changes the basis on which it provides information necessary for the provision of any particular Service(s) to the Customer, which results in the Service Provider incurring additional costs in order to keep providing the said Service(s), the Service Provider may, in relation to such Service(s) only, increase the Fees payable under the Agreement by the said additional costs;

b) provided that any increase in the Fees other than the one described in clause 1.3(a) above may only be executed once in 12 months and shall not exceed fifteen percent (15%) of the Fees that were in effect prior to such adjustment, the Service Provider may additionally adjust any Fees, effective as of the commencement of the following Renewal Period.

The Service Provider shall notify the Customer of the above-mentioned adjustments no later than 15 days prior to the prospective date of their enforcement. In the event that the Customer does not wish to accept the adjustments and the Parties fail to resolve the issue by negotiations within 7 business days, the Customer may terminate the Terms and Conditions with immediate effect by giving written notice to the Service Provider.

## 6 CONFIDENTIALITY AND DATA PROTECTION

- 6.1 The Customer shall: (i) maintain all Confidential Information in strict and absolute secrecy and refrain from any publication, communication, or any other disclosure of Confidential Information, in whole or in part, to any third party whatsoever; (ii) take all necessary precautions to keep Confidential Information secure and apply the same security measures and degree of care to Confidential Information as the Customer applies to its own confidential information; and (iii) immediately inform the Service Provider of any damage to or accidental loss of Confidential Information, including transfer to or use by unauthorized persons.
- 6.2 The Customer shall not: (i) use Confidential Information in order to build a product or service which competes with the Services; (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Confidential Information (as applicable) in any form or media or by any means to any individual or entity; or (iii) reverse engineer, decompile or disassemble Confidential Information.
- 6.3 The Customer shall not be prevented from disclosing Confidential Information to members of personnel or professional advisors ("**Representatives**") who need to know it and who have agreed in writing to confidentiality obligations no less restrictive than those contained herein. The Customer shall ensure that any Representatives: (i) use Confidential Information only for the purposes of these Terms and Conditions; and (ii) keep such Confidential Information secret and secure. The Customer shall remain liable for any act or omission by its Representatives as if they were its own.
- 6.4 In the event that the Customer or any of its Representatives are requested pursuant to any applicable law or regulation or by legal process to disclose any Confidential Information, the Customer shall give the Service Provider prompt notice of such request or legal process in order to enable the Service Provider: (i) to seek an appropriate protective order or other remedy; or (ii) to consult with the Customer with respect to taking steps to resist or narrow the scope of such request or legal process. In the event that such protective order or other remedy is not obtained, the Customer shall use commercially reasonable efforts to disclose only that portion of Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment.
- 6.5 If so requested by the Service Provider at any time by written notice to the Customer, the Customer shall promptly: (i) destroy or return to the Service Provider all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the Confidential Information; (ii) erase all Confidential Information from its computer and communications systems, devices and other means of electronic storage; and (iii) certify in writing to the Service Provider that it has complied with the requirements of this clause 6.5.
- 6.6 Without affecting any other rights and remedies that the Service Provider may have, the Customer hereby agrees that damages would not be an adequate remedy for any breach of this section 6 by the Customer and that the Service Provider shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this section 6. The Customer's liability for any breach of the provisions of this section 6 shall not be subject to any liability limitation otherwise applicable under these Terms and Conditions.
- 6.7 Notwithstanding anything to the contrary, clauses 6.1-6.6 shall survive the expiry or termination of these Terms and Conditions indefinitely.
- 6.8 The Service Provider shall guarantee protection of personal data received under these Terms and Conditions as set out in the DPA.
- 6.9 The Customer grants the Service Provider permission to use personal data transferred to the Service Provider under these Terms and Conditions for: (i) developing and testing the Services and/or the System to improve their capabilities for detection and prevention of fraud, including by means of artificial intelligence (e.g. machine learning models); (ii) fulfilling its commitments under the Terms and Conditions and providing a competitive service; (iii) identifying, flagging, monitoring, and reporting potentially fraudulent patterns and other signs of suspicious behaviour which could lead to or signal any illicit activity; (iv) producing anonymised and/or aggregated statistical reports

and research; and (v) producing and storing audit log records and reports based on internal information security and personal data protection requirements.

- 6.10 Where these Terms and Conditions are terminated for any reason, the Service Provider shall, (i) subject to the Customer's written request and unless the Customer is in breach of these Terms and Conditions as of the termination date, enable the Customer to retrieve all personal data related to its Applicants as may be stored at the relevant time in the Customer's dedicated account in the Dashboard, free of charge, within 30 days following the termination date; and subsequently (ii) delete all such personal data (excluding any data that the Service Provider may be permitted or obliged to retain under these Terms and Conditions or the applicable laws and regulations) from the System in the absence of the Parties' mutual agreement to the contrary.

## **7 SECURITY**

- 7.1 The Customer shall not permit, enable, or provide access to the System to anyone except the Authorized Users. In particular, where the Customer uses Security Features or other credentials in relation to the System, the Customer shall keep those confidential and not share them other than with the Authorized Users.
- 7.2 Where an Authorized User requires a separate set of Security Features or other credentials to access the System, a request for these shall only be submitted to the Service Provider by another Authorized User.
- 7.3 All and any actions carried out in the System with the use of Security Features or other credentials previously issued by the Service Provider to the Customer or its Authorized Users or created by the Customer or its Authorized Users shall be regarded as performed by Authorized Users. The Service Provider shall not be in any way liable for the consequences of such actions.
- 7.4 The Customer shall be responsible and liable for any acts or omissions of its Authorized Users (and any third parties that may be regarded as Authorized Users under clause 7.3) as if they were its own.

## **8 LIABILITY**

- 8.1 SUBJECT TO CLAUSE 8.2, THIS SECTION 8 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF THE SERVICE PROVIDER (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUB-CONTRACTORS) IN RESPECT OF: (i) ANY BREACH OF THESE TERMS AND CONDITIONS; (ii) ANY USE MADE BY THE CUSTOMER OF THE SERVICES OR ANY PART THEREOF; AND (iii) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY ARISING UNDER OR IN CONNECTION WITH THE TERMS AND CONDITIONS.
- 8.2 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR: (i) FRAUD OR FRAUDULENT MISREPRESENTATION; (ii) PAYMENT OF SUMS PROPERLY DUE AND OWING TO THE OTHER PARTY IN THE COURSE OF NORMAL PERFORMANCE OF THESE TERMS AND CONDITIONS; (iii) ANY INDEMNITIES UNDER THESE TERMS AND CONDITIONS; OR (iv) ANY MATTER FOR WHICH IT WOULD BE UNLAWFUL FOR THE PARTIES TO EXCLUDE OR LIMIT LIABILITY.
- 8.3 SUBJECT TO CLAUSE 8.2, THE SERVICE PROVIDER SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE AND BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, FOR: (i) ANY LOSS OF PROFITS, INCOME, GOODWILL, REVENUE, REPUTATION, OR BUSINESS OPPORTUNITIES; (ii) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES NOT COVERED UNDER SUBCLAUSE 8.3(i); (iii) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION, EXCEPT IF IT WAS CAUSED BY A BREACH OF THESE TERMS AND CONDITIONS BY THE SERVICE PROVIDER.

- 8.4 SUBJECT TO CLAUSE 8.2, THE SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THESE TERMS AND CONDITIONS OR ANY COLLATERAL CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO: (i) 100% OF THE TOTAL FEES PAID BY THE CUSTOMER TO THE SERVICE PROVIDER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION FIRST AROSE; OR (ii) 5,000 (FIVE THOUSAND) USD, WHICHEVER IS LESS. THIS LIABILITY LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE IT.
- 8.5 THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ANY CONCLUSIONS DRAWN FROM USE OF THE SERVICES.
- 8.6 THE CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SERVICE PROVIDER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, SHAREHOLDERS, DIRECTORS, AND PERSONNEL (AND KEEP THEM INDEMNIFIED ON A FULL INDEMNITY BASIS) FROM AND AGAINST ANY THIRD PARTY CLAIMS, SUITS, HEARINGS, ACTIONS, DAMAGES, LIABILITIES, FINES, PENALTIES, COSTS, LOSSES, JUDGMENTS OR EXPENSES (INCLUDING ALL ATTORNEY FEES) ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S USE OF THE SERVICES OR THE CUSTOMER'S PERFORMANCE UNDER THESE TERMS AND CONDITIONS (COLLECTIVELY, "**CLAIMS**"), PROVIDED AND TO THE EXTENT THAT SUCH CLAIMS ARE NOT DIRECTLY ATTRIBUTABLE TO ANY BREACH HEREOF BY THE SERVICE PROVIDER.
- 8.7 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THESE TERMS AND CONDITIONS WHICH ESTABLISHES A LIMITATION OF LIABILITY, DISCLAIMER, WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND SHALL BE ENFORCED AS SUCH.

## **9 REPRESENTATIONS AND WARRANTIES**

- 9.1 The Customer warrants, represents and covenants that: (i) it is duly incorporated, organized and validly existing under the applicable law; (ii) it has good and sufficient capacity, power, authority and right to enter into, execute and deliver these Terms and Conditions, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and (iii) all necessary corporate action has been taken by it to authorize and approve the execution and delivery of these Terms and Conditions, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein.
- 9.2 The Customer shall not: (i) use the System and/or the Services to discriminate against any Applicant or in a manner that causes damage or injury to any person or property or is otherwise incompatible with any applicable law or regulation; (ii) use the System and/or the Services for any purposes other than the Business Purpose; (iii) use the System and/or the Services in a manner that could be reasonably expected to bring the Service Provider into disrepute or otherwise harm its reputation; or (iv) act or omit to act in a way that interferes with or compromises the integrity or security of the System and/or the Services.
- 9.3 No conditions, warranties or other terms apply to the System and/or any Services supplied by the Service Provider under these Terms and Conditions other than those expressly set forth herein. The Service Provider hereby disclaims any implied warranties whether arising under law, through course of dealing, or otherwise, including any implied warranties of non-infringement, title, satisfactory quality, fitness for purpose, merchantability or conformance with description. In addition, the Service Provider does not warrant or enter into any other term to the effect that the Services or

any other technology provided in connection with these Terms and Conditions will be entirely free from defects or errors. The Customer acknowledges that the Services are provided on an "as is" basis. The Services are not intended to be used as the sole basis for any business decision (including where those business decisions concern Applicants). The Customer agrees that the Service Provider has no liability for any inaccuracy, incompleteness or other error in the Services which is attributable to data provided by the Customer or any third party, including cases where the provision of a Service may be limited, suspended or discontinued due to a deficiency and/or unavailability of data submitted by an external third-party source the Service Provider may engage to provide the relevant Service. The Service Provider is not a consumer reporting agency and none of the information provided through the Services constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq). The Services are expressly limited to providing supplemental information in support of the Customer's anti-fraud, customer due diligence and identity verification procedures only. The Services are based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance, being used primarily for personal, family or household purposes, employment, or any other similar purpose.

- 9.4 The Customer hereby represents and warrants that the use and enjoyment of the Services will exclusively take place outside Cyprus (for clarity, the mere fact an Applicant may be a resident of or be located in Cyprus does not constitute a breach of this clause 9.4). The Customer also hereby represents and warrants that it does not have any affiliated organizations, branches, representative offices, permanent establishments (or any other forms of conducting business) in the territory of Cyprus and does not engage in commercial activities using the Services through such forms. This clause 9.4 shall not apply if the Customer's registered office address specified on the Cover Sheet of this Agreement is in Cyprus.

## **10 SUSPENSION AND TERMINATION**

- 10.1 The Service Provider may terminate these Terms and Conditions at any time for convenience by giving the other Party written notice at least 30 (thirty) days prior to the purported termination date.
- 10.2 Either Party may terminate these Terms and Conditions with immediate effect by giving written notice to the other Party if: (i) the other Party is in breach of these Terms and Conditions; (ii) the other Party is in violation of any applicable law or legal regulation; or (iii) the other Party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved or otherwise ceases to carry on business, or any analogous event happens to the other Party in any jurisdiction in which it is incorporated or resident or in which it conducts business or has assets.
- 10.3 The Service Provider shall have the right to terminate these Terms immediately, without liability of any kind, upon providing written notice to the Customer in the event that any AWS Agreement is terminated, invalidated, or rendered unenforceable, by operation of law or otherwise, for any reason during the Term of this Agreement.
- 10.4 Any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after the termination of these Terms and Conditions shall remain in full force and effect. Termination of these Terms and Conditions for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Parties that may have accrued by the termination date.
- 10.5 The Service Provider reserves the right, at its sole discretion, to limit or suspend the Customer's or any Authorized User's access to the System and/or the Services and/or terminate these Terms and Conditions with immediate effect where it knows or reasonably suspects that:
- 10.5.1 the Customer is in breach of any warranties, representations, or obligations set out in clauses 9.1-9.2;
- 10.5.2 the Customer (including any of its affiliates and their respective ultimate beneficial owners, directors, officers, agents, or employees) is in breach of any applicable laws or regulations or is subject to any local or international sanctions or restrictions;

- 10.5.3 the Customer infringes on the Intellectual Property Rights of the Service Provider, its affiliates or its counterparties;
- 10.5.4 the Customer has disclosed any Confidential Information in a manner not permitted under these Terms and Conditions;
- 10.5.5 a third party has gained unauthorised access to the System and/or the Services as a result of the Customer's actions or omissions or by using the Security Features or other credentials previously issued by the Service Provider to the Customer or its Authorized User;
- 10.5.6 the Customer's actions may, in the Service Provider's reasonable opinion, be detrimental to the legitimate interests or business reputation of the Service Provider or its counterparties; or
- 10.6 Where the Service Provider is permitted to suspend or limit the Customer's access to the System and/or the Services under these Terms and Conditions, it shall be entitled to do so, in all cases in its sole discretion, (i) with immediate effect and with no prior notice; or (ii) in several consecutive steps (e.g., by disabling the Customer's access to the Dashboard and subsequently stopping the provision of Services altogether); or (iii) in any other manner.

## 11 GENERAL

- 11.1 A Party shall not be considered to be in breach of these Terms and Conditions, and shall be excused from performance or liability for damages to the other Party (or any third party), if and to the extent it is delayed in or prevented from performing or carrying out any of the provisions of these Terms and Conditions due to a labor disturbance, sabotage, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, earthquake, explosion, epidemic, or any other cause beyond such Party's reasonable control, including, but not limited to, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the operational control of the Party ("**Force Majeure**"). Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of the Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Either Party shall be entitled to terminate these Terms and Conditions with immediate effect by giving the other Party written notice if the Force Majeure event remains unremedied for a period of 60 consecutive days.
- 11.2 The Service Provider may update these Terms and Conditions occasionally from time to time at its sole discretion. The Service Provider shall use reasonable endeavours to notify the Customer of such updates by email and/or via the Dashboard and/or via the Website. The Customer is solely responsible for ensuring it has read, acknowledged, and agreed to the updated version of these Terms and Conditions. For the avoidance of doubt, the Customer's continued usage of the System and/or the Services or the fact the Customer had not objected to the updates made to these Terms and Conditions before they became effective shall be regarded as acceptance of the updates.
- 11.3 Failure or delay of either Party in exercising any right or remedy under these Terms and Conditions shall not constitute a waiver of such (or any other) right or remedy. The use of any remedy by either Party shall not constitute an election of that remedy to the exclusion of any other right or remedy.
- 11.4 If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions.
- 11.5 These Terms and Conditions constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Terms and Conditions (unless expressly agreed otherwise by the Parties). Each Party acknowledges that in entering into these Terms and Conditions, it has not relied upon any oral

or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject matter of these Terms and Conditions other than those which are set out herein (or those which the Terms and Conditions explicitly refer to).

- 11.6 Except as expressly stated otherwise, nothing in these Terms and Conditions shall create or confer any rights or other benefits in favour of any person other than the Parties. Except as expressly stated otherwise, nothing in these Terms and Conditions shall create an agency, partnership or joint venture of any kind between the Parties. Neither Party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
- 11.7 The Customer may not assign any of its rights or obligations under these Terms and Conditions without the prior written consent of the Service Provider, such consent not to be unreasonably withheld. If permitted under the applicable laws and regulations, the Service Provider may assign its rights and/or obligations to one of its affiliates (meaning entities controlled by, controlling, or under common control with the Service Provider) without the Customer's consent. Notwithstanding the foregoing, either Party may assign, subject to advance written notice, its rights or obligations under these Terms and Conditions to an acquirer of all or substantially all of the assets of such Party without the consent of the other.
- 11.8 The Customer is only permitted to make public announcements and/or publish written materials concerning the Service Provider and/or the existence and nature of the business relationship between the Parties subject to the Service Provider's prior written consent, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. The Service Provider may freely use the Customer's trademarks (including logos) in its promotional or marketing materials, on the Website, etc., for the purpose of publicly identifying the Customer as its counterparty.
- 11.9 Unless specified otherwise in these Terms and Conditions, any notice or communication required or permitted to be given hereunder shall be in writing and in English. It may be delivered:
  - 11.9.1 by hand to a responsible person during ordinary business hours at the then current physical address as indicated by the receiving Party and shall be deemed received on the day of delivery,
  - 11.9.2 by email to the receiving Party's chosen email address and shall be deemed received on the date and at the time recorded by the recipient's email server (unless there is evidence to the contrary that it was delivered on a different date or at a different time),
  - 11.9.3 via Dashboard, or
  - 11.9.4 via other means mutually and explicitly agreed in writing by the Parties, and shall be deemed received by written or automated receipt or electronic log (as applicable). The Parties may update their email and physical addresses for notices or communication at any time by notice in writing, or through the Dashboard, or as otherwise provided under this clause 11.9.
- 11.10 The Parties shall: (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (ii) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of these Terms and Conditions.
- 11.11 Governing Law and Dispute Resolution. This Agreement and all disputes and claims arising out of or in connection with it are governed by English law. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce in accordance with the Rules of Arbitration of the International Chamber of Commerce. The Parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute. The number of arbitrators shall be one. The law governing this arbitration clause shall be English law. The seat of the arbitration shall be London, England. The language of the arbitration shall be English. No award

or procedural order made in the arbitration shall be published. The Parties shall at all times treat all matters relating to the proceedings and any arbitral award as confidential.

### **SERVICE LEVEL AGREEMENT**

1.1 This Service Level Agreement ("**SLA**") is a policy governing the use of the SUMSUB API and/or Web/Mobile SDK (depending on which type of integration is chosen, hereinafter "**S&S Service**") between the Service Provider and the Customer defined as the user of the S&S Service (the "**User**").

1.2 Service Availability: "**Service Availability**" means that the S&S Service may be accessed and used by the User for the Business Purpose.

1.3 Uptime commitment: the Service Availability of the S&S Service shall be ninety-nine and five tenths percent or more (99.5%) in each calendar month.

1.4 Uptime measurement: the Service Provider will measure uptime by checking the response of the S&S Service. Every one (1) minute, a third-party service will attempt to access the S&S Service. If the service does not receive a successful HTTPS response – that is, a HTTPS response code of 2XX or 3XX – then that will count as one minute of downtime. The unavailability of the S&S Service will be calculated from the time that such unavailability objectively arises.

1.5 Exclusions: The calculation of Uptime commitment excludes instances of: Force Major events, Scheduled Maintenance, or Emergency Maintenance. Scheduled Maintenance means the Service Provider may allocate up to five (5) hours per calendar month to performing maintenance on the System or installing upgrades, fixes or reconfigurations. Emergency Maintenance means the Service Provider may conduct emergency maintenance with no prior notice in order to resolve server security issues or other emergency issues. The Service Provider will use best endeavours to notify the User at the beginning and end of such Emergency Maintenance and will provide details on the nature of the work being performed.