

This Specification Sheet, together with the accompanying Terms of Business, form the “Agreement” governing the delivery of the Services by Checkstep Limited (trading as “Checkstep”), a private limited company incorporated in England and Wales with registered number 12583264 whose registered office is at 10 Bolt Court, London, EC4A 3DA, London, United Kingdom, to the Customer, as defined below.

Checkstep and the Customer each being a “Party” and together the “Parties” to this Agreement.

Definitions

In this Specification Sheet and the accompanying Terms of Business, except where the context otherwise requires, the words below shall have the following meanings:

DEFINED TERMS	
Customer	
Start Date	
Service Duration & Notice Period	<p>Minimum term 12-month contract.</p> <p>Initial Term:</p> <p>12 months</p> <p>Continued Service:</p> <p>Rolling 12 months automatically renewed</p> <p>Termination:</p> <p>180 days written notice by either Party at any time after the initial term.</p> <p>In the event the contract is terminated before the end of the Initial Term or the end of any subsequent 12-month period of Continued Service, the core platform fees for that 12-month period shall remain due and are not refundable.</p>

Delivery of Services	<p>The services are delivered through:</p> <p>APIs specified in the Fee Schedule and, a Web Application accessible at *.checkstep.com for registered users (if required)</p> <p>Initial set of policies available before models are customised based on requirements:</p> <p>Abuse types and third party sub-processors are detailed in Appendix 2. These can change over time based on the relevant supplier services. Additional costs may be incurred for additional classifiers and abuse types. Third party sub-processors are engaged on their standard terms which shall be deemed incorporated herein by reference. Copies of such terms are available on request.</p>
----------------------	--

FEE SCHEDULE	All prices quoted are exclusive of VAT @ 20%
Exchange rate conversion	<p>Prices are given in USD. Checkstep can charge in USD, Euro or GBP, based on customer location.</p> <p>Checkstep shall use exchange rates for those suppliers as published by XE.com at the point of invoice each month</p>

Fixed Subscription Fee	<p>Checkstep core platform: \$1,499</p> <p>Including scanning costs for:</p> <p>Text: 25M API Calls</p> <p>Images: 667,000</p> <p>Audio: 2,667 hours</p> <p>Video: 111 hours</p> <p>Or any combinations of these.</p> <p>Please note:</p> <p>An API call is one call to one supplier (such as AWS, Unitary etc) so sending an image to both AWS AND Unitary for example would count as two calls.</p> <p>Monthly API calls will be reset at the start of each month. There is no rollover.</p>
Additional/Usage fees	<p>Additional non-standard content types or required classifiers/APIs will need to be briefed on, then quoted for and formally agreed between the parties via email before implementation.</p>
Usage Limitation	<p>Warnings and alert systems will be put in place if required</p> <p>If the additional monthly spend is regularly running over £5,000 per month, Checkstep has the right to put in place a 50% deposit to cover forecast monthly additional spend.</p>

Included SLA	<p>>99.99% Uptime</p> <p>Uptime being the percentage of total possible minutes the Checkstep Platform was available during a calendar month.</p> <p>Our commitment is to maintain at least 99.99% uptime [(total minutes in quarter - downtime) / total minutes in quarter] >99.99%</p> <p>Direct contact customer support with <4 hour response during working hours of 9am to 6pm GMT</p>
SLA Compensation	<p>Should Checkstep breach the above SLA the following service credits shall apply:</p> <ul style="list-style-type: none"> ● 99.99% to 99.9% uptime in any one month: 10% service credit on next month's usage invoice. ● 99.9% to 99.0% uptime in any one month: 15% service credit on next month's usage invoice. ● Below 99.0% uptime in any one month: 25% service credit on next month's service invoice and full-service review <p>Such credits shall be either applied to the following months invoice (or invoices in the event the credit is a greater amount than the usage fee)</p>
Billing Cycle	<p>Invoice One</p> <p>Set-up fee and 12 months core platform subscription fees due 30 days after contract signature and before (public) go-live date. Live content will not be reviewed/published before payment of Invoice One.</p> <p>Invoices Two onwards</p> <p>At the end of each month, additional usage, usage deposit (if relevant) and any additional platform fees will be added to the following month's invoice.</p> <p>Strictly 30 day payment terms. Non-payment will result in suspension of service.</p>

TERMS OF BUSINESS

BACKGROUND:

(A) Checkstep has developed a content moderation application which it makes available to subscribers via a monitoring interface and application programming interface.

(B) The Customer wishes to use the Services.

(C) Checkstep has agreed to provide and the Customer has agreed to take and pay for Checkstep's service subject to the terms and conditions of these Terms of Business.

1. Definitions and interpretation

1.1. In these Terms of Business, except where the context otherwise requires, the following words shall have the following meanings:

Additional Items means any additional services (including (but not limited to) media extensions, source content providers, content analytics and customer support usage extensions) requested by the Customer in accordance with Clause 3.1 over and above those set out in the Service Level;

Affiliate means, in relation to a Party, any subsidiary and/or parent undertakings and any subsidiaries of such parent undertakings of such Party (as defined in the Companies Act 2006);

Authorised Users means those employees of the Customer or the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation (as notified by the Customer to Checkstep in writing prior to the commencement of the Services);

Business Day means a day other than a Saturday, Sunday or public holiday in England;

Customer Data means the data inputted by the Customer, its clients, Authorised Users, or Checkstep on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

Documentation means the FAQ guides and other documentation provided to the Customer by Checkstep from time to time in connection with the delivery of the Services;

Fees means the fees payable by the Customer to Checkstep in respect of the delivery of the Services, as set out in the "Fee Schedule" of the Specification Sheet;

Fee Invoice means an invoice rendered by a Party to the other Party in respect of any Fees due in accordance with the Fee Schedule;

Force Majeure Event has the meaning given to it in Clause 14.1;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Normal Business Hours means 9.00 am to 6.00 pm local UK time, each Business Day;

Privacy Policy means the privacy policy relating to the privacy and security of the Customer Data available at the Website or such other website address as may be notified to the Customer from time to time;

Service Level means the restrictions governing the Customer's use of the Services as set out in the "Service Level" section of the Specification Sheet;

Services means the content moderation services provided by Checkstep through the Software (and the third party sub-processors listed in Appendix 1 from time to time) to the Customer in accordance with the terms of this Agreement and the Documentation;

Software means the content curation and publication software applications developed and maintained by Checkstep, delivered through an application programming interface or monitoring interface and made available at "checkstep.com" (together with all its related sub-domains) together with the third party sub-processor software used by Checkstep and listed in Appendix 1 from time to time;

Specification Sheet means the cover sheet accompanying these Terms of Business setting out the scope of the Services provided to the Customer by Checkstep;

Start Date means the start of the contract and Checkstep guarantees its availability.

Term has the meaning given to it in Clause 13;

Uptime Commitment is calculated by subtracting from 100% the percentage of minutes during the relevant Billing Period in which the Services were unavailable;

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

Website means the website operated by the Company at "checkstep.com" together with all its sub-domains; and

Website IP Rights means all of the Company's Intellectual Property Rights subsisting in the Website, including all of the software (including the code base, source code and source code repository), designs, architecture and databases relating to the Website.

1.2. In these Terms of Business, the definitions contained in the accompanying Specification Sheet shall have the same meaning given to them.

2. Authorised Users

Subject to the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, Checkstep hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's business operations and in accordance with the Service Level.

In relation to the Authorised Users, the Customer undertakes that each Authorised User shall keep a secure password for his use of the Services and Documentation and use reasonable endeavours to ensure each Authorised User shall keep his password confidential.

The Customer shall not access, store, distribute or transmit any Viruses during the course of its use of the and Checkstep reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause.

2.2. The Customer shall not:

(A) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human- perceivable form all or any part of the Software; or

(B) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation.

2.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Checkstep.

3. Additional Items

3.1. Subject to Clause 3.2, the Customer may, from time to time during the Term, purchase Additional Items. If the Customer wishes to purchase Additional Items, the Customer shall notify Checkstep in writing. Checkstep shall:

(A) evaluate such request for Additional Items; and

(B) notify the Customer in writing of the outcome of its evaluation and, if applicable, the total amount payable by the Customer in respect of such Additional Items.

3.2. If Checkstep approves the Customer's request to purchase Additional Items, the Customer shall, within 14 days of the date of Checkstep's invoice, pay to Checkstep the relevant fees for such Additional Items. If such Additional Items are purchased by the Customer part way through the Term, such fees shall be pro-rated for the remainder of the Term.

3.3 Any marketing communications and activities related to this agreement - including but not limited to logo usage, will be subject to the written consent of all the parties involved and each Party has the right to withdraw the approval at any time in the future. Upon request to the other Party, such Party will remove the other Party's name and/or logo from wherever the name and/or logo is used.

4. Services

4.1 Checkstep shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

4. Checkstep shall use commercially reasonable endeavours to make the Services available with the Uptime Percentage as stated in the Specification Sheet, within each Billing Period during the Term, except for:

A) planned maintenance, at most once a year, carried out during the maintenance window of 2.00 am to 5.00am UK time;

B) unscheduled essential maintenance performed outside Normal Business Hours, provided that Checkstep has used reasonable endeavours to give the Customer at least 5 hours' notice in advance; and

C) Service interruptions caused by any Force Majeure Event.

4.3. Checkstep shall, as part of the Services, provide the Customer with Checkstep's customer support services in accordance with the Service Level as set out in the Specification Sheet and in accordance with Checkstep's support services policy in effect at the time that the Services are provided.

(A) Nothing in this Agreement shall be construed to make Checkstep a party to any Document processed through the Services, and Checkstep makes no representation or warranty regarding the transactions sought to be affected by any Document.

5. Customer

5.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2. The Customer permits Checkstep to:

(i) analyse all Customer's use of the Checkstep platform and accompanying Services; and (ii) analyse how Checkstep might improve the Services.

5.3. Checkstep shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, Checkstep shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Checkstep in accordance with the archiving procedure. Checkstep shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Checkstep to perform services related to Customer Data maintenance and back-up).

5.4. Checkstep shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data,

5.5 Checkstep may use Customer Data for machine learning to support and develop features and functionality within the Service. The Customer instructs Checkstep to use Customer Data for such purposes. Customers may opt-out of having your Customer Data used for machine learning purposes by emailing compliance@checkstep.com.

6. Checkstep's obligations

6.1. Checkstep undertakes that:

(A) the Services shall be performed substantially in accordance with the Documentation and with reasonable skill and care;

(B) to the extent necessary to deliver the Services, it shall be responsible for all content hosting requirements;

(C) the Services shall be performed in accordance with any agreed timetable or delivery schedule (or in the absence of a timetable or delivery schedule, in a timely and efficient manner; and

(D) it shall comply with any applicable laws and regulations with respect to its activities under this Agreement.

6.2. Notwithstanding Clause 6.1, Checkstep:

(A) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(B) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

(C) Customer's obligations

7. Customer's obligations

The customer shall:

(A) provide Checkstep with: (i) all necessary co-operation in relation to this Agreement; (ii) ongoing feedback in relation to the Services; and

(iii) all necessary access to such information as may be required by Checkstep, in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(B) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Checkstep may adjust any agreed timetable or delivery schedule as reasonably necessary;

(C) comply with all applicable laws and regulations with respect to its activities under this Agreement; and

(D) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

8. Charges and payment

8.1. The Fees shall be payable by the relevant Party in accordance with the Fee Schedule to the bank account nominated by that Party on the relevant Fee Invoice.

8.2. If a Party has not received payment in respect of any Fees within 30 days after the due date, and without prejudice to any other rights and remedies of Checkstep:

(A) Checkstep may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Checkstep shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(B) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.

8.3. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Checkstep's invoice(s) at the appropriate rate.

8.4. If, at any time whilst using the Services, the Customer wishes to purchase any Additional Item(s), Checkstep shall charge the Customer (with such charge being added to the relevant invoice(s) for the remainder of the Term, as applicable), and the Customer shall pay the fees in respect of the Additional Item(s) at Checkstep's then current rate.

8.5. Checkstep shall be entitled to increase the Fees and/or the fees in respect of the Additional Item(s) on the date falling one calendar year from the Start Date and on each subsequent anniversary of such date, upon 120 days' prior notice to the Customer and the Fee Schedule shall be deemed to have been amended accordingly.

9. Proprietary rights

9.1. The Customer acknowledges and agrees that Checkstep and/or its licensors own all Intellectual Property Rights in the Services and the Documentation and the Website IP Rights. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10. Confidentiality

10.1. Each Party may be given access to confidential information from the other Party in order to perform its obligations under this Agreement. A Party's confidential information shall not be deemed to include information that:

(A) is or becomes publicly known other than through any act or omission of the receiving Party;

(B) was in the other Party's lawful possession before the disclosure;

(C) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

(D) is independently developed by the receiving Party, which independent development can be shown by written evidence; or

(E) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2. Each Party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this Agreement.

11. Indemnity

11.1. The Customer shall defend, indemnify and hold harmless Checkstep against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(A) such claim did not arise as a result of a manifest error of the Software;

(B) such claim did not arise as a result of any breach of this Agreement by Checkstep;

(C) the Customer is given prompt notice of any such claim;

(D) Checkstep provides reasonable co- operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(E) the Customer is given sole authority to defend or settle the claim.

11.2. The Customer shall defend, indemnify and hold harmless Checkstep, its officers, directors and employees against any against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim that the Services or Documentation infringes any Intellectual Property Rights or right of confidentiality, and shall indemnify Checkstep for any amounts awarded against Checkstep in judgement or settlement of such claims, provided that:

(A) The Customer is given prompt notice of any such claim;

(B) Checkstep provides reasonable co-operation to the Customer in the defence and settlement of such claim, at Checkstep's expense; and

(C) the Customer is given sole authority to defend or settle the claim.

11.3 Customer has no obligation to defend, indemnify, and hold harmless Checkstep and its officers, employees or agents in connection with any claim to the extent that such Claim is attributable to content, specifications, designs, or instructions provided by Checkstep via or by Checkstep's Platform and/or Services.

11.4 Checkstep agrees to indemnify, defend, and hold Customer, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, and expenses, including, without limitation, attorneys' fees, resulting from any third-party claim that the Services or use thereof in accordance with this Agreement constitutes an infringement of any patent, copyright trade secret or other intellectual property right of a third party.

11.5. In no event shall Checkstep, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement in 11.4 is based on:

(A) a modification of the Services or Documentation by the Customer (or any director, officer or employee of the Customer or anyone acting as agent for or otherwise on behalf of the Customer) or an Authorised User; or

(B) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Checkstep;

(C) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement or any appropriate authority; or

(D) any infringement of any patent, copyright trade secret or other intellectual property right by any of the third-party sub-processors listed in Appendix 1 from time to time.

12. Limitation of liability

12.1. This Clause 12 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, agents and subcontractors):

(A) arising under or in connection with this Agreement;

(B) in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(C) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2. Except as expressly and specifically provided in this Agreement:

(A) other than in the case of a manifest error caused by the Software or any breach of this Agreement by Checkstep, Checkstep shall have no liability for any damage caused by the Customer's and its Authorised Users' use of the Services;

(B) Checkstep shall have no liability for any damage caused by:

1. errors or omissions in any information, instructions or scripts provided to Checkstep by the Customer in connection with the Services;

2. any actions taken by Checkstep at the Customer's direction; and

3. a change in law that restricts or invalidates the Customer's use of the Services; and

4. any acts or omissions, fraud, negligence or wilful default by any of the third parties listed in Appendix 1.

(C) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3. Nothing in this Agreement excludes the liability of either Party:

(A) for death or personal injury caused by negligence; or

(B) for fraud or fraudulent misrepresentation.

12.4 Nothing in this Agreement excludes the liability of:

(A) Checkstep in relation to the indemnities set out in Clause 11.5; or

(B) Checkstep in relation to the undertaking given in Clause 9.2; or

(C) the Customer in relation to the indemnities set out in Clause 11.1 and 11.2

12.5. Subject to Clause 12.2, Clause 12.3 and Clause 12.4:

(A) Neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(B) Checkstep's total aggregate liability in in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed an amount equal to the Fees paid by the Customer in the calendar year in which the relevant claim(s) arose; and

(C) the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed an amount equal to the Fees (together with any interest payable in accordance with clause 9.3)(B)) paid by the Customer in the calendar year in which the relevant claim(s) arose.

13. Term and termination

13.1. This Agreement shall commence on the Start Date and shall continue in force:

(A) as per the defined Service Duration;

(B) or until a Party provides written notice to the other Party notifying them of their intention to terminate this Agreement as per the defined Notice Period

13.2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

(A) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(B) the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(C) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(D) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3. On termination of this Agreement for any reason:

(A) all licences granted under this Agreement shall immediately terminate;

(B) each Party shall return and make no further use of any equipment, property, Software, Documentation and other items (and all copies of them) belonging to the other Party; and

(C) Checkstep will permanently destroy or otherwise dispose of any of the Customer Data in its possession unless Checkstep receives, no later than 30 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data or Checkstep is required to keep such Customer data by applicable laws or regulations. After such deletion, the data will no longer be recoverable.

13.4. If the Customer terminates the Agreement in accordance with Clause 13.2 or 15.1, Checkstep shall within 30 days of the date of termination refund to the Customer a pro rata amount of any pre-paid Fees or fees for Additional Items, representing the amount of such fees from the date of termination to the end of the Billing Period in relation to which the Fees were pre-paid.

14. DATA PROTECTION

14.1. The Parties agree that the Confidential Information provided by Contracting Party to Checkstep under this Agreement will contain Personal Data (the "Shared Personal Data"). In respect of the Shared Personal Data, the Parties acknowledge that the Contracting Party is the Data Controller and Checkstep is the Data Processor. The Contracting Party shall at all times comply with all Data Protection Laws in connection with the processing of Shared Personal Data including, but not limited to, ensuring that it at all times has a legal basis to permit Checkstep to process the Shared Personal Data for the Purpose. The Contracting Party shall ensure all instructions given by it to Checkstep in respect of Shared Personal Data (including the terms of this Agreement) shall at all times be in accordance with all Data Protection Laws.

14.2. Checkstep shall process the Shared Personal Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

14.3. The Parties agree:

14.3.1. Checkstep shall only process (and shall ensure its employees only process) the Shared Personal Data in accordance with this Agreement except to the extent:

14.3.1.1. that alternative processing instructions are agreed between the Parties in writing; or

14.3.1.2. required otherwise by applicable law (in which case Checkstep shall inform the Contracting Party of that legal requirement before processing, unless the applicable law prevents it from doing so); and

14.3.2. if Checkstep believes that any instruction received by it from the Contracting Party is likely to infringe the Data Protection Laws it shall promptly inform the Contracting Party and be entitled to cease to provide the relevant services until the parties have agreed appropriate amended instructions which are not infringing.

14.4. Checkstep shall implement and maintain all necessary technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

14.5. The Parties agree that Checkstep may authorise third party sub-processors to process the Shared Personal Data provided that (i) the Contracting Party has not, in writing, objected to the proposed appointment of each sub-processor within 5 working days of having been notified of the proposed sub-processor by Checkstep and (ii) Checkstep enters into a written contract with the sub-processor that provide substantially the same protections as those set out in clauses 14.2 – 14.8. Those sub-processors approved as at the date of this Agreement will be discussed at the point of any data transfer.

14.6. Checkstep shall (at the Contracting Party's cost and expense):

14.6.1. provide all reasonable assistance as may be required by the Contracting Party to ensure its compliance with the Contracting Party's obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the processing and the information available;

14.6.2. promptly referral requests it receives from Data Subjects' exercising their rights under the Data Protection Laws. It shall be the Contracting Party's responsibility to reply to all such requests; and

14.6.3. notify the Contracting Party without undue delay on becoming aware of a Personal Data Breach in respect of the Shared Personal Data.

14.7. The Parties agree that Checkstep shall be permitted to transfer Shared Personal Data outside the EEA where it has appropriate safeguards in place to protect the Shared Personal Data.

14.8. Subject to obligations of confidentiality being entered into, Checkstep shall allow for and contribute to audits by the Contracting Party for the purposes of ensuring compliance with this clause 7 provided that reasonable notice is given by the Contracting Party for such an audit (subject to a maximum of one audit request in any 12 month period).

14.9. The Parties agree that where either Party is acting as a Data Controller in respect of the Shared Personal Data, they will comply with all relevant obligations imposed on Data Controllers under Data Protection Laws.

15. Force majeure

15.1. Checkstep shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Checkstep or any other party), failure of a third-party service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration (each such event being a "Force Majeure Event").

15.2 If a Force Majeure Event continues for a period of more than 45 consecutive days, the Customer may terminate the Agreement immediately by giving Checkstep written notice.

16. Notices

16.1. Any notice given under this Agreement may be given personally to Checkstep or to the Customer (as the case may be) or may be sent by first class registered or recorded delivery to Checkstep or the Customer at its registered office for the time being or may be sent by email.

17. Counterparts

17.1. This Agreement may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document any Party may execute this Agreement by signing any one or more of such documents or counterparts.

17. Rights and remedies

17.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Assignment

18.1. Either Party may assign this Agreement to an Affiliate of such Party without consent of the other Party, provided that the relevant Party provides written notice to the other in advance.

18.2. Either party may assign this Agreement to any other person with the prior written consent of the other Party (such consent not to be unreasonably withheld).

19. Entire Agreement

19.1 This Agreement and the terms and conditions available on the Website constitute the whole and only agreement between the Parties relating to the subject matter of this Agreement.

19.2 Except in the case of fraud, each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.

19.3. Except in the case of fraud, no Party shall have any right of action against any other Party arising out of or in connection with any pre- contractual statement except to the extent that it is repeated in this Agreement.

19.4. For the purposes of this Clause, "pre- contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to this Agreement becoming legally binding.

20. Contract (Rights of Third Parties) Act 1999

20.1. The Parties to this Agreement do not intend that any terms of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

21. Governing law and jurisdiction

21.1 This Agreement is governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

21.2 The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Agreement. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales

Appendix 1

This appendix lists sub-processors as of December 2023. It is subject to change from time to time, if both parties agree to add or remove some abuse types of sub-processors.

Sub-processor	Official Address
Sight Engine	Legal Entity Kozelo SAS RCS Versailles 510 113 509 TVA FR57510113509 16 bis rue d'Odessa, Boite 37, 75014 Paris, France
Unitary	Arquen House, 4-6 Spicer Street, St. Albans, England, AL3 4PQ
Open AI	Google HQ 1600 Amphitheatre Parkway Mountain View, CA 94043, USA
Amazon	Amazon.com, Inc. P.O. Box 81226 Seattle, WA 98108-1226
Canadian Centre for Child Protection (C3P)	Canadian Centre for Child Protection 615 Academy Road Winnipeg, MB R3N 0E7 Canada

Appendix 2 - Categories of Harm

This appendix lists types of harms covered as of December 2023.

Standard Models

Top Category	Sub-Cat	Description	Type
Adult Content	Explicit conversations	Texts that include explicit or sensitive material, such as sexual descriptions, profanity, or other mature themes.	Text and Audio
Adult Content	Porn	Depictions of sexual activity that involve physiological aspects, descriptions of reproductive organs, and actions involving them in any context, be it artistic or medical.	Image and Video
Adult Content	Erotica	Descriptions of sex or someone's appearance that are informational in nature and don't mention gross physiological details.	Image and Video
Adult Content	Sex Toys	The image contains sex toys (like vibrators, handcuffs, and BDSM gear).	Image and Video
Bullying & Harassment	Bullying & Harassment Texts	Texts that engage in targeted or repeated harmful behavior, intimidation, or humiliation.	Text and Audio
General Violence	Violent Textual Content	Texts that depict or glorify physical harm, brutality, or aggression.	Text and Audio
Hate Speech	N/A	Texts that incite or express prejudice, discrimination, or violence against individuals or groups based on attributes such as race, religion, or nationality.	Text and Audio
Illegal Goods	Alcohol	The picture shows alcoholic beverages or their consumption.	Image and Video
Illegal Goods	Tobacco	The picture shows tobacco products, electronic cigarettes, cigars, hookahs, or smoking.	Image and Video
Illegal Goods	Drugs	Ads or propaganda of narcotic substances.	Image and Video
Illegal Goods	Gambling	The image shows gambling tables, slot machines, online casino and gambling apps on a phone/tablet/computer, and slot machine screensavers.	Image and Video
Minors	Minor Images	Detect babies, children and teenagers under 18	Image and Video
Other	Sunglasses	Profile pictures with sunglasses	Image and Video
Other	Face Detection	Detect if an image contains a face	Image and Video
Scam	New Romance	Identify scammers and fraudulent users from past conversations.	Behaviour

Top Category	Sub-Cat	Description	Type
	Scammers		
Scam	Known Scam Database	Reference database of profiles and images from all over the world known to be used by scammers.	Text and Audio
Terrorism	Terrorism glorification	Texts that promote or glorify extremist ideologies, violent acts, or recruitment.	Text and Audio
Violence	Shocking Content	Visualization of diseases and anatomical details in an unpleasant or frightening context, cosmetological or medical injections.	Image and Video
Violence	Graphic Violence	Scenes of violence, brutality, fights, blood, wounds, dismemberment, or horrified faces.	Image and Video
Violence	Offensive and Hate Signs	Detecting offensive content such as Nazi, confederate, supremacist and terrorist symbols, as well as offensive gestures.	Text and Audio

Advanced models

Content Quality	Image Quality	Low-quality image	Image and Video
Content Quality	Natural Photo	Determine if an image is a natural photo	Image and Video
Content Quality	Illustration	Determine if an image is an illustration	Image
Content Quality	AI Generated Images	Find if a profile picture has been generated by an AI software	Image
Misinformation	Sensitive Discussion	Texts that contain false or misleading information presented as facts.	Text and Audio
Spam and Scam	Spam & Malware	Texts that include unsolicited promotional messages with unrealistic offers or about malicious software.	Text and Audio
Spam and Scam	Online Piracy	Texts that facilitate or promote the unauthorised distribution of copyrighted material.	Text and Audio
Stolen Images	NCII Bank	Sharing of Non-Consensual Imagery	Image