

1. Introduction

These terms and conditions (“**Terms**”) governs the use of Beaconsoft Limited’s (currently trading as Veracity Trust Network) or its subsidiaries (together “**Veracity**”):

- “**Websites**”, including, without limitation: veracitytrustnetwork.com; www.vtn.live; botprotect.veracitytrustnetwork.com; platform.veracitytrustnetwork.com and insights.thisisbeacon.com.
- “**Apps**”, including, without limitation: Veracity AFP and Veracity WTP.
- “**Consultancy Services**”, including, without limitation: support, consultancy and/or advisory services offered by Veracity from time to time. These Consultancy Services may include the tailoring of the Apps, interfacing it or them into your existing systems, providing additional reporting, providing insights, and any additional services agreed between you and Veracity.

The above, shall collectively be referred to as the “**Services**”. Veracity may update its Services as may be necessary to reflect any changes to its business. The person (being an individual, company, partnership or other entity) purchasing or using the Services shall be referred to as “**you**” or “**your**” for the purposes of the Terms.

Where an individual enters into the Terms on your behalf (where you are a company, partnership or other entity), you confirm that the individual is duly authorised to enter into the Terms on your behalf and bind you as a party to the Terms.

You confirm that when using the Services, you are acting for purposes relating to your trade, business, craft or profession and you are not acting as a consumer in any capacity.

The Terms are incorporated within an order form, or other document (including an e-mail) specifying the Services being supplied by Veracity and the fees to be paid for such Services (each an “**Order Form**”). The Order Form shall only be deemed to be accepted once signed by you, or where you have otherwise confirmed acceptance of the Order Form by ticking a box, confirming acceptance by e-mail or otherwise at which point a legally binding contract shall come into force on the basis of the Terms. If there is any inconsistency between any of the provisions of the Terms and the provisions of the Order Form, the provisions of the Order Form shall prevail.

Where for any reason, no Order Form is entered into, by using any of the Services, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, you must not use any of the Services.

The Terms apply to the exclusion of any other terms that you seek to impose or incorporate (including any terms contained on the back of your purchase order or other similar documentation), or which are implied by law, trade custom, practice or course of dealing.

The Website and the Veracity Apps may process your personal data and use cookies. By using the Services and agreeing to these Terms, you confirm that you have read and understood Veracity’s privacy policy.

2. Services and Rights

The particulars of the Services to be provided to you will be specified in the Order Form or as otherwise agreed between the parties in writing.

Unless otherwise stated, Veracity and/or its licensors own the intellectual property rights in the Services and any material contained in the same. Subject to the licence below, all Veracity’s intellectual property rights are reserved. As between you and Veracity, Veracity retains all rights, title, and interest in and to the Services.

Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect Veracity’s rights or interests in any part of the Services or Veracity’s intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible (together “**Properties**”). All rights, title, and interest in and to the Services or Properties not expressly granted in these Terms are reserved by and shall remain with Veracity.

You may view, download for caching purposes only, and print pages or download documents from the Services to enable you to utilise the Services provided that such documents are not shared with any third parties and subject to the restrictions set out below and elsewhere in these Terms.

You may from time to time provide suggestions, comments or other feedback to Veracity with respect to the Services (“**Feedback**”). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Veracity. You shall, and hereby do, grant to Veracity a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up licence to use and exploit the Feedback for any purpose including making any improvements or changes to Services (“**Improvements**”) and Veracity shall own all intellectual property rights in any such Improvements.

You grant Veracity a limited, worldwide, non-exclusive, non-transferable licence, without a right of sublicense to any subsidiary owned by yourselves or otherwise to a third party, to access, use, reproduce, electronically distribute, transmit, perform, format, display, store, archive, and index your data, information or content (together “**Your Content**”) for the purpose of providing, developing and/or supporting the Services.

Veracity may also use Your Content for the purpose of providing, developing and/or supporting the Services. Veracity shall own all intellectual property rights and other proprietary rights in any data it produces which is derived from Your Content.

Subject only to the licence expressly granted herein, you shall retain all right, title and interest in and to Your Content and all intellectual property rights therein. Unless otherwise stated, nothing in this Agreement will confer on Veracity any right of ownership or interest in Your Content or the intellectual property rights therein.

You are solely responsible for Your Content that you upload, publish, display, link to, or otherwise make available via the Services, and you agree that Veracity is only acting as a passive conduit for the online distribution and publication of Your content and any content published by any third parties.

Veracity will not review, share, distribute, or reference Your content and any content published by any third parties except as: it deems necessary to provide the Services; as expressly provided for in the Terms or Veracity’s policies; or as may be required by law. Notwithstanding the foregoing, Veracity retains the authority to remove Your content and any content published by any third parties that it deems in violation of these Terms, at its sole discretion.

3. Acceptable Use

You must not:

- republish material from the Services (including republication on another website);
- sell, rent or sub-licence the Services or any material from the Services;
- show any material from the Services in public;
- reproduce, duplicate, create derivative works of, copy or otherwise exploit material on this Services for a commercial purpose;
- edit or otherwise modify any material on the Services;
- redistribute material from this Services except for content specifically and expressly made available for redistribution;
- attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the Services (including any underlying software or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988;
- observe, study or test the functioning of the Services (including any underlying software or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50 BA of the Copyright, Designs and Patents Act 1988.

You shall:

- be responsible for your compliance with these Terms, including the Fair Use Policy;
 - be responsible for any actions or omissions of users who are authorised to use the Services on your behalf as if they were your own;
 - be solely responsible for the accuracy, quality, integrity, and legality of your content and of the means by which you acquired or generated that content;
 - ensure that your use of the Services or your content does not breach any third-party rights, including, without limitation, intellectual property rights, rights to privacy and confidentiality;
 - use all commercially reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and user name confidential and not permitting any third party to access or use your user name, password, or account for the Services;
 - be solely responsible and liable for all activity conducted through your account in connection with the Services;
 - promptly notify Veracity if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your user name, password, or account;
 - use the Services only in accordance with applicable laws and government regulations.
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Furthermore, you shall not

- use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use the Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Services without Veracity's express written consent;
- use the Services to transmit or send unsolicited commercial communications;
- use the Services in a way which in the reasonable opinion of Veracity will damage, harm or impair Veracity's name or reputation.

4. Fair Use Policy

Veracity may suspend your access to the Services or increase the billing value for the Services for excessive volumes or abusive practices that degrade the performance of the Services for you and/or other customers of the Services.

5. Non-Exclusivity

You acknowledge that the rights granted to you under these Terms are non-exclusive and that nothing in these Terms will be interpreted or construed to prohibit or in any way restrict Veracity's right to licence, sell, or otherwise make available the Services to any third party or perform any services for any third party.

6. Warranties

The Services are provided "as is" without any representations or warranties, express or implied. Veracity makes no representations or warranties in relation to the Services, or the information and materials provided on the Services.

Without prejudice to the generality of the foregoing paragraph, Veracity does not warrant that:

- the Services will be constantly available, or available at all; or
- the information on the Services is complete, true, accurate or non-misleading; or
- any specific results from using the Services or will otherwise meet your requirements; or
- the Services will be free from virus or vulnerabilities or comply with heightened cyber security requirements.

You acknowledge and agree that Veracity does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof). Although Veracity will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Veracity cannot guarantee that such events will not occur. Accordingly, Veracity disclaims any and all liability resulting from or related to such events.

If Veracity's performance of its obligations under this Agreement is prevented or delayed by any act or omission of you, your agents, subcontractors, consultants or employees, then, without prejudice to any other right Veracity may have, Veracity shall be allowed an extension of time to perform its obligations equal to the delay caused by you.

Nothing in the Services constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any matter, you should consult an appropriate professional.

Veracity warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.

Veracity shall use commercially reasonable endeavours to notify you of any planned maintenance for the App provided that any failure to do so shall not put Veracity in breach of this Agreement and shall not prevent Veracity from undergoing any unplanned maintenance for the App.

7. Limitations of Liability

References to liability in this clause 7 includes every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Responsibility and liability for decisions taken by you on the basis of the advice given by Veracity shall remain with you. Veracity expressly excludes any liability for any reliance upon or implementation of the advice by you.

To the maximum extent permitted by law, in no event shall Veracity's aggregate and total liability for all claims of any kind, including any claims arising out of or related to these Terms or the Services exceed the lesser of: (a) the fees paid by you for the Services hereunder during the twelve (12) month period immediately preceding the date on which the cause of action arose; and (b) £50,000.

To the maximum extent permitted by law, in no event shall Veracity be liable for the following types of loss or damage: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) wasted expenditure; (h) indirect or consequential loss; and (i) special or punitive loss or damage.

Unless you notify Veracity that you intend to make a claim in respect of an event within 12 months of the event taking place or where you ought reasonably to have become aware of having grounds to make a claim in respect of such event, Veracity shall have no liability for the event. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

Veracity does not offer any warranty or remedies for the interruption or cessation of access or transmission to or from the Services.

Under no circumstances will Veracity be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Services or your account or the information contained therein.

Nothing in these Terms is intended to exclude or restrict or shall be construed as excluding or restricting the liability of Veracity for (i) death or personal injury caused by the negligence of Veracity, its employees, or its agents; (ii) wilful misconduct of Veracity; or (iii) any liability which cannot be limited or excluded by applicable law.

By using the Services, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use the Services.

8. Subscription, Auto-renewal, Late Payment, Cancellation

If you are purchasing the use of the Services on a subscription basis, you may have the option to purchase a monthly, quarterly or annual subscription, which will automatically renew at the end of its applicable term. The period you select for your subscription shall from now on be referred to as a "**Subscription Period**".

Subscriptions are billed in advance of the Subscription Period (either a monthly, quarterly or annual basis as per the option chosen upon purchase) and are due for payment before commencement of the upcoming Subscription Period.

You agree that your payment for the Services for the upcoming Subscription Period shall fall due and become payable in advance. Veracity will issue an invoice for the Services in advance of the upcoming Subscription Period and will either: (a) charge your credit card or other valid payment method for such Subscription Period on or around the calendar day corresponding to the first day you agreed to purchase the Services on a subscription basis; or (b) require payment of the invoice by bank transfer within 14 days of its issue date. All invoices will be available for inspection by you through your account. If for any reason you cannot locate an invoice, Veracity will provide you with a copy upon request by contacting accounts@vtn.live. Once payment has been made, you will not be entitled to any refunds for payments made for the upcoming Subscription Period even where that Subscription Period has not yet begun. If you wish to cancel your subscription, you must cancel within the time period specified below.

If any amounts due hereunder are not received by Veracity by the due date, then at Veracity's discretion, such charges may accrue late interest at the rate of 1% per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. In addition, upon 10 days' written notice, Veracity may suspend your access to the Services if Veracity does not receive the amounts invoiced hereunder at the expiration of such period.

All fees are exclusive of VAT and other sales tax which you shall be liable to pay at the appropriate rate.

Billings will be subject to annual price increment to cover inflation and other cost increases.

You may cancel your subscription via “<https://vtn.live/cancellation/>”. You must follow all required onscreen prompts to cancel your subscription and await confirmation from Veracity to ensure that your request to cancel your subscription Services has been processed.

Upon receipt of your cancellation request, your subscription Services will be cancelled in accordance with the following time periods:

- Monthly subscription – at the end of the month after the month during which the cancellation request is received.
- Quarterly subscription – at the end of the current Subscription Period provided that the cancellation request was received no less than 30 clear days before the end of the then current Subscription Period.
- Annual subscription – at the end of the current Subscription Period provided that the cancellation request was received no less than 30 clear days before the end of the then current Subscription Period.

Where Veracity does not receive your cancellation notice within the cancellation periods referenced above, your subscription Services will continue into the next Subscription Period and you will be required to pay for such subscription Services in accordance with the terms of this Agreement.

Upon the end of the Subscription Period of the subscription Services which you have cancelled in accordance with the terms of this Agreement, you shall no longer have access to such Services nor to the data and content whether originated by yourself or by other parties.

Consultancy and Advisory Services and any other Services which are not provided on a subscription basis shall fall due, payable and are invoiced in advance (or, by prior agreement, in arrears) and are non-refundable.

The fees payable for all Services are as specified in the Order Form or as otherwise notified by Veracity to you. Where the fees are calculated against certain criteria or metrics such as monthly ad spend or number of visitors on your website (together, “**Fee Criteria**”), then this will be specified in the Order Form or will be otherwise notified to you. Veracity will automatically increase or decrease the fees payable in accordance with the Fee Criteria. Where any increase or decrease is triggered in accordance with the Fee Criteria during a Subscription Period, then such change in fees shall be pro-rated from the aforementioned trigger date to the end of the Subscription Period or until any additional change(s) in the fees are triggered in accordance with the Fee Criteria.

9. Other Parties

You accept that, as a limited liability entity, Veracity has an interest in limiting the personal liability of its officers and employees.

You agree that you will not bring any claim personally against Veracity’s officers or employees in respect of any losses you suffer in connection with the Services.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this disclaimer will protect Veracity’s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Veracity.

10. Confidentiality

You and Veracity (singularly a Party and jointly Parties) both acknowledge and agree that each Party owns certain confidential and proprietary information to the extent previously, presently, or subsequently disclosed. This agreement is made to protect such confidential and proprietary information, hereinafter referred to as “Confidential Information” and/or “Proprietary Information”.

Confidential and Proprietary Information includes but is not limited to materials and/or dealings with or about sources, actual and potential, and those parties or entities, public or private, generally interested in such but not limited to their names and plans, transactions, and other pertinent information and material which is transferred verbally or in writing or by other means between the signatories below and parties or entities of their introduction and/or disclosure.

The Parties acknowledge that any information or data whether printed, written, oral or electronically stored or reproduced and whether provided in response to specific enquiry or voluntarily provided is confidential, and that all Parties intend that such information remains confidential. The methods and processes used within the Veracity Apps are Confidential Information.

Confidential and Proprietary Information shall not include:

- Information that is available to the public.
- Information that was in the possession of the Party prior to its receipt from the other party as evidenced in writing, except to the extent that such information was unlawfully appropriated and,
- Information that is lawfully disclosed to the Party by a third party.

Each Party may make disclosures required by the law or court order provided the Party uses diligent reasonable efforts to limit the disclosure and has allowed the other Party to seek a protective order.

Non-Disclosure of Confidential Information and/or Proprietary Information. In consideration of the non-disclosure of Confidential Information and/or Proprietary Information, the Parties reciprocally agree:

- To hold the Confidential Information and/or Proprietary Information in strict confidence and to take all reasonable precautions to protect such information (without limitation all precautions the Party employs with respect to its own confidential and/or Proprietary materials);
- Not to disclose any such Confidential Information and/or Proprietary Information or any information derived there from to any third person or parties, including but not limited to the Party's affiliates and business partners without prior written consent;
- Not to make use whatsoever at any time of such Confidential Information and/or Proprietary Information or information derived there from to any third person;
- Not to copy or reverse engineer any such Confidential Information and/or Proprietary Information; and
- Not to show Confidential Information and/or Proprietary Information or discuss the contents of same with any third party, without first requiring that party to maintain the confidentiality to the same degree the Party is bound through signature of an agreement similar in content and substantially to this Agreement provided always you obtain prior written consent.

Immediately upon the written request by the Disclosing Party at any time, the receiving party will return to the disclosing party all Confidential Information and/or Proprietary Information and all documents, materials and/or media containing Confidential Information and/or Proprietary Information and any and all copies or extracts thereof, save that where such Confidential Information and/or Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

Confidential information contains brief, selected information pertaining to the business and affairs of all concerned and no one has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information as it pertains to the potential business, and no legal liability is to be assumed or implied with respect thereto. A Party receiving information is responsible for making its own evaluation of such Confidential Information and/or Proprietary Information.

11. Non-Circumvention

You and Veracity (singularly a Party and jointly Parties) hereby legally, wholly, and irrevocably bind themselves and guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest, or the interest of relationship between the Parties, by any means for the purpose of changing, increasing or avoiding, directly or indirectly, the payment of established or to be established fees and/or commissions. The Parties also agree not to circumvent or attempt to circumvent this Agreement.

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interests without the written consent of the other Parties.

All Parties agree neither to circumvent nor to attempt to circumvent the other Party or Parties and to hold Confidential Information and Proprietary Information as Confidential Information and Proprietary Information for the period to the later of five (5) years from the final usage of the Services under this Agreement or the last date a Party is given Confidential Information or Proprietary Information.

12. Unenforceable Provisions

If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this disclaimer.

13. Indemnity

You hereby indemnify Veracity and undertake to keep Veracity indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Veracity to a third party in settlement of a claim or dispute on the advice of Veracity's legal advisers) incurred or suffered by Veracity arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

14. End Customers

Where you enter into these Terms and use the Services as part of the provision of your own services to third party customers or otherwise use the Services for the benefit of other third parties (together, "**End Customers**"), you shall be solely responsible and liable for all actions of End Customers as if they were your own and you agree to indemnify Veracity for any liabilities, losses, damages, costs or expenses incurred by Veracity arising from or in connection with End Customers non-compliance with the Terms or any other instruction issued by Veracity.

15. Breaches of these Terms

Without prejudice to Veracity's other rights under these Terms, if you breach these Terms in any way, Veracity may take such action as Veracity deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the Services, blocking computers using your IP address from accessing the Services, contacting your internet service provider to request that they block your access to the Services and/or bringing court proceedings against you.

If you violate the letter or spirit of these Terms, abuse the Services, or otherwise create risk or possible legal exposure to Veracity, we reserve the right to terminate or suspend your access to the Services at our sole discretion.

16. Variation

Veracity reserves the right, at any time, to update and change any or all of these Terms, in our sole discretion, including but not limited to the fees and charges associated with the use of the Services.

Veracity may revise these Terms from time-to-time. Revised Terms will apply to the use of the Services from the date of the publication of the revised Terms. Please check this page regularly to ensure you are familiar with the current version.

17. Assignment

Veracity may transfer, sub-contract or otherwise deal with Veracity's rights and/or obligations under these Terms without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

18. Publicity

As part of your subscription, you agree that either party (you and Veracity) may refer to each other in publicity and promotional material unless specifically excluded by agreement of either party.

19. Severability

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful

or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Entire Agreement

These Terms constitute the entire agreement between you and Veracity in relation to your use of this Services and supersede all previous agreements in respect of your use of this Services.

21. Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of England and Wales, and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

22. Registrations and Authorisations

Beaconsoft Limited is registered with Companies House in England and Wales. Beaconsoft Limited's registration number is 10209657.

Beaconsoft Limited's registered address is 71-75 Shelton Street, Covent Garden, London, UK, WC2H 9JQ.

You can contact Beaconsoft Limited using the contact details on our website; <https://veracitytrustnetwork.com/contact>.
