

### Schedule 3 - End User Agreement

This end user agreement (End User Agreement) is a legal agreement between you (**Customer or you**) and W2 Global Data Solutions Limited (Company Number: 7669978) whose registered office is at 2nd Floor #16 Windsor Place, Cardiff, Wales, CF10 3BY (**W2, us or we**)

#### 1. Definitions

1.1. The following definitions shall have the following meanings in this End User Agreement:

**Applicable Laws:** in relation to each party, the laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline or case law from time to time having the force of law in any country in which a party does business.

**Authorised User:** those employees, agents and independent contractors of the Customer who are authorised by W2 to use the W2 Services.

**Customer Data:** any data (including personal data) provided by or on behalf of the Customer, via the Reseller, to W2 in connection with the W2 Services.

**"Customer Personal Data"** means any personal data provided by you which W2 processes in connection with this End User Agreement, in the capacity of a processor on behalf of the Customer and/or the Reseller (as the case may be).

**"Data Protection Legislation"** means all legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data including, without limitation, all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, together with the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party. The terms **controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures** shall be as defined in the Data Protection Legislation.

**"Data Provider"** means a third party supplier to W2 whose services, data, information, software or other material is supplied as part of the W2 Services.

**"Deliverables"** means those outputs, agreed by W2 and the Customer, to constitute Deliverables, arising from the provision of the W2 Services provided solely to the Customer including Output Data.

**"Documentation"** means all documentation provided by W2 relating to the use and operation of the Service, whether provided in paper or electronic form or both.

**"Output Data"** means the data or information, in whatever form, provided by W2 to the Customer in the course of providing the W2 Services.

**"Permitted Use"** means the legitimate internal business use of the Customer for the detection and prevention of criminal activity, money laundering, terrorism financing, and fraud and, only in the event that affordability services are purchased by the Customer then also customer safeguarding.

**"Records"** means reasonable and appropriate records pertaining strictly and solely to the provision of the W2 Services.

**"Reseller"** means the organisation selling the W2 Services directly to the Customer.

**"W2 Services"** means the provision of data and/or software services provided by W2 to the Customer via the Reseller.

**"Software"** means any software provided by W2 to enable the W2 Services to be used including the release of any generally available upgrades and enhancements.

**"System"** means the system or platform upon which W2 provides the W2 Services to the Customer.

## **2. W2 Services**

- 2.1. W2 grants to the Customer a non-exclusive, non-transferable, revocable licence to use the W2 Services for the Permitted Use only, subject to the terms of this End User Agreement.
- 2.2. If the Customer breaches the terms of this End User Agreement, W2 may at its sole discretion terminate or suspend the provision of W2 Services to the Customer.
- 2.3. The W2 Services do not include on-site services, change requests or training which are all available at additional cost.
- 2.4. W2 may at any time:
  - 2.4.1. change the W2 Services or the ways in which they are provided in order to comply with Applicable Law or any security requirement; and/or
  - 2.4.2. change, upgrade or modify the W2 Services provided that such changes are not material changes and W2 shall give as much prior written notice to the Customer as it is reasonably able to give,
- 2.5. The Customer acknowledges that in order for W2 to provide the W2 Services, W2 engages with Data Providers and the Deliverables will therefore be generated by one or more Data Providers in conjunction with W2. The Customer further acknowledges that the relevant Data Provider retains control and ownership of the form and content of the Output Data (other than Customer Data) and may alter the format in which the Output Data is provided from time to time.
- 2.6. W2 shall give to the Reseller (on behalf of the Customer), such advance notice as it is reasonably able to give if it believes that an agreement between W2 and a Data Provider is likely to be terminated or varied to the extent that a Data Provider is no longer going to be able to provide the relevant W2 Services in whole or in part. W2 shall consult in good faith with the Reseller, about W2's selection of a replacement Data Provider and/or any variation to the W2 Services and the terms applicable to the provision of the varied W2 Services. If W2 having used all reasonable efforts is unable to procure a replacement Data Provider or if the Reseller (as the case may be) will not agree to the variation of the W2 Services or the terms applicable to the varied W2 Services then W2 may terminate this End User Agreement or the provision of the relevant W2 Services without further liability to W2. Any variation agreed by the Reseller shall be binding on the Customer.
- 2.7. The Customer acknowledges that the Output Data may be of United States of America origin and subject to United States of America export jurisdiction. Any export and/or use of Output Data and W2 Services outside of the United States of America, and compliance with corresponding laws, Nation State regulations, taxes, and tariffs, are the sole responsibility of the Customer. The Customer shall not provide access to the Output Data or W2 Services to any individuals or entities identified on United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. The Customer shall not take any action which would place Company or a Data Provider in a position of non-compliance with any such economic sanctions laws.

## **3. Customer Responsibilities**

- 3.1. The Customer shall:
  - 3.1.1. comply at all times with all Applicable Laws with respect to its activities under this End User Agreement;
  - 3.1.2. be solely responsible for the installation, operation, and maintenance of its own information technology infrastructure and system hardware as may be required in order to access the W2 Services;
  - 3.1.3. be solely responsible for procuring, maintaining and securing its network connections and telecommunications links and all problems, conditions, delays, delivery failures and all other

- loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- 3.1.4. take all reasonable steps to prevent harm being caused to W2's network when accessing the W2 Services;
  - 3.1.5. only use the W2 Services for the Permitted Use and shall not resell W2 services or supply any Output Data, or any information derived from any Output Data, to any other person;
  - 3.1.6. not make any (and ensure that no Authorised User makes any) fraudulent, negligent or unauthorised use of the W2 Services, Documentation, System or the Deliverables;
  - 3.1.7. not access all or any part of the W2 Services or the Materials in order to build or assist others to build a product or service which competes with the W2 Services; or
  - 3.1.8. have no right to copy, adapt, reverse engineer, decompile, modify, attempt to reconstruct, permit the relevant System or Software to be combined with any other programs or discover any source code or underlying algorithms in whole or in part except as permitted by law;
  - 3.1.9. only make copies of the Output Data and the Documentation to the extent reasonably necessary for the purposes of using the W2 Services, back-up, mirroring, security, disaster recovery and testing;
  - 3.1.10. encrypt all Output Data during transmission or when at rest (including when stored on backup media), and such encryption methods must meet one of the following minimum encryption requirements:
    - 3.1.10.1. Advanced Encryption Standard (AES), minimum 128-bit key; or
    - 3.1.10.2. Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms;
  - 3.1.11. not use (or permit the use of) personal devices (not provided by the Customer) including personal computers, hard drives, portable or removable data storage equipment or media (including but not limited to personal laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) or any public PCs or PC kiosks to store and/or access the W2 Services. The provisions of this paragraph 3.1.16 shall not be applicable in respect of Customer personnel working from home however in such circumstances, the Customer agrees that it has in place with its personnel adequate signed working from home security policies to protect data (which would include by the nature of its wording, third party data e.g. Output Data) that are no less onerous than the protections the Customer would put in place to protect its own data;
  - 3.1.12. take appropriate measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Output Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of the Output Data that are no less onerous than the protections the Customer would put in place to protect its own data;
  - 3.1.13. not do anything which may damage the reputation of W2, the Data Providers or the W2 Services, including by way of using the W2 Services or the Deliverables (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence; and
- 3.2. The Customer agrees to co-operate with W2's reasonable security investigations.
  - 3.3. W2 may change any security settings or requirements on notice to the Customer if it reasonably considers that such changes are required for security reasons.
  - 3.4. The Customer acknowledges that the Deliverables and W2 Services are provided to support the Customer's own processes and agrees that no person should be denied service or access based solely on Output Data or results provided by the W2 Services or have negative inferences drawn about them solely by reason of them being linked to others. The Customer agrees to indemnify, defend and hold harmless W2 and the Data Providers for any claim arising from any such denial of service or access.
  - 3.5. If any unauthorised use is made of the Output Data or Materials and such use is attributable to the act or default of, or through, the Customer then, without prejudice to W2's other rights and remedies, the Customer shall immediately be liable to pay W2 an amount equal to the Fees that W2 would have charged, had W2 authorised the unauthorised use at the beginning of the period

of that unauthorised use together with interest at the rate of 4% per annum from the date of that unauthorised use to the date of payment.

#### **4. Authorised Users**

- 4.1. Except as expressly set out in this End User Agreement or as permitted by any local law, the Customer undertakes to:
  - 4.1.1. limit access to the W2 Services to the Authorised Users who shall use the W2 Services and the Documentation only in accordance with this End User Agreement;
  - 4.1.2. take, and ensure that all Authorised Users take all necessary security measures in relation to user logins and password and W2 will not be liable for any loss of, or unauthorised disclosure or use of any user logins and/or passwords;
  - 4.1.3. be responsible for all use made of the W2 Services, System and/or Software, Documentation and Deliverables by any of Customer's Authorised Users or any of Customer's other officers, directors, employees, agents or contractors.

#### **5. Data Protection.**

##### **5.1. Personal data types and processing purposes**

- 5.1.1. Each Party warrants to the other that it shall maintain any licence or registration needed to comply with the Data Protection Legislation and/or any legislation or regulation that applies or may apply to the performance of this End User Agreement for the Term.
- 5.1.2. The Parties have agreed that in connection with the Customer Personal Data:
  - 5.1.2.1. unless otherwise agreed by the Parties in writing, the Customer shall be the data controller and W2 shall be the data processor; and
  - 5.1.2.2. each Party shall comply with all binding judicial, regulatory and law enforcement requests in relation to the Customer Personal Data.
- 5.1.3. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 5 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 5.1.4. In relation to the Customer Personal Data, Annex A to this End User Agreement sets out the scope, nature, purpose and duration of processing by W2, as well as the types of personal data and categories of data subject.

##### **5.2. Processing by W2**

- 5.2.1. Without prejudice to paragraph 5.1.3, the Customer covenants that any and all Customer Personal Data transferred to W2 by the Customer for the purpose of W2 complying with its obligations under this End User Agreement including providing the W2 Services, shall be in compliance with all relevant Data Protection Legislation and can be lawfully transferred to and processed by W2. The Customer shall indemnify W2 and keep W2 indemnified against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against W2 or any Data Provider arising out of or in connection with any Customer Personal Data transferred to W2 by the Customer.
- 5.2.2. Without prejudice to the generality of paragraph 5.1.3, W2 shall, in relation to any Customer Personal Data:
  - 5.2.2.1. process that Customer Personal Data only on the documented written instructions of the Customer unless W2 is required by Applicable Law to otherwise process that Customer Personal Data. Where W2 is relying on Applicable Laws as the basis for processing Customer Personal Data, W2 shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit W2 from so notifying the Customer on important grounds of public interest. W2 shall inform the Customer if, in the opinion of W2, the instructions of the Customer infringe Data Protection Legislation;
  - 5.2.2.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be

- protected, having regard to the state of technological development and the cost of implementing any measures;
- 5.2.2.3. ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;
  - 5.2.2.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to W2), and at the Customer's cost, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 5.2.2.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
  - 5.2.2.6. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the End User Agreement unless W2 is required by Applicable Law to store the Customer Personal Data. For the purposes of this paragraph 5.2.2.6, Customer Personal Data shall be considered deleted when it is put beyond further use by W2; and
  - 5.2.2.7. maintain records to demonstrate its compliance with this End User Agreement and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice; such audits shall be conducted in person at W2's premises.
- 5.2.3. The Customer provides its prior, general authorisation for W2 to:
- 5.2.3.1. appoint sub-processors to process the Customer Personal Data, provided that W2 shall:
    - 5.2.3.1.1. ensure that the terms on which it appoints such sub-processors comply with Data Protection Legislation, and are consistent with the obligations imposed on W2 in this End User Agreement;
    - 5.2.3.1.2. where the sub-processor fails to fulfil its obligations under the terms of a written agreement with W2 which contains terms substantially the same as those set out in this End User Agreement, W2 remains liable to the Customer for the sub-processor's performance of its agreement obligation; and
    - 5.2.3.1.3. inform the Customer of any intended changes concerning the addition or replacement of the sub-processors in which event paragraph 2.6 shall apply;
  - 5.2.3.2. transfer Customer Personal Data to Data Providers acting as independent controllers for the purposes of the Data Protection Legislation as is required for the purposes of this End User Agreement, provided that W2 shall ensure that all such transfers are effected in accordance with the Data Protection Legislation; and
  - 5.2.3.3. transfer Customer Personal Data outside of the UK as required for the purposes of this End User Agreement, provided that W2 shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of W2, including any request to enter into standard data protection clauses adopted by the Information Commissioner or other relevant regulatory authority from time to time.

### **5.3. Additional Obligations**

- 5.3.1. The Customer shall comply with W2 and any Data Provider's information security policy and any other information security requirements, policies or procedures that may be notified to the Customer from time to time.
- 5.3.2. Where the Customer is purchasing any KYC identity verification services as part of the W2 Services, the Customer warrants that it has lawful grounds under Data Protection Legislation to undertake any such verification and will, before undertaking such verification, notify its customers in writing that information may be disclosed to a credit reference or fraud prevention agency for identification verification purposes and that the credit reference or fraud prevention agency may disclose that information and the fact that a

search was made to its other customers for the purposes of verifying identity, assessing the risk of giving credit, preventing fraud and tracing debtors.

- 5.3.3. The Customer acknowledge and consent to W2 reporting to Data Providers the name of the Customer and the number of queries screened in the course of providing the W2 Services, but not its nature, such information being used by the Data Provider to (i) follow market trends and allocate its resources (e.g. technical or human) accordingly; and (ii) verify the relevant usage of the Output Data and the payments due and payable to the Data Provider in this respect.

## **6. Intellectual property rights ownership**

- 6.1. The Customer acknowledges that all Intellectual Property Rights in the Output Data (other than Customer Data), the Documentation, the System and the Software used by W2 in the delivery of the W2 Services are the property of W2 or its licensors, as the case may be. The Customer shall have no rights in or to the Output Data (other than Customer Data), the Documentation, the System and the Software other than the right to use them in accordance with the express terms of this End User Agreement.
- 6.2. The Customer or its licensors shall retain full ownership of the Intellectual Property Rights in the Customer Data.

## **7. Warranties and liabilities**

- 7.1. As W2 collates data from third party sources, W2 does not give any warranty or make any representation as to the accuracy, reliability or fitness for purpose of the Output Data. W2 is not able to verify the accuracy or completeness of the data provided by third parties and upon which the W2 Services are based and shall not be liable for any inaccuracies, faults or omissions in the Output Data except to the extent caused by its own negligence or wilful default.
- 7.2. W2 does not warrant that access to the W2 Services will be uninterrupted or error free.
- 7.3. W2 shall use the most up-to-date data sets and versions of data available to it when providing the W2 Services unless the Customer, the Reseller or a Data Provider supplying Output Data instructs W2 to use a data set or version of data as at a specified date.
- 7.4. The Customer agrees that W2 shall not in any circumstances (including without limitation if W2 has been negligent) be liable for (a) any indirect or consequential loss or damage at all; or (b) any loss of business, capital, profit, reputation or goodwill, arising out of or in connection with the W2 Services and/or the Data and Materials.
- 7.5. W2's entire liability (and the liability of any Data Supplier) in respect of any single cause of action arising out of or in connection with W2 Services (whether for breach of contract, negligence, under statute or otherwise) shall be limited to the Fees paid by the Customer to the Reseller in respect of W2 Services. The Customer shall not be entitled to recover from W2 and the Reseller in respect of the same loss.
- 7.6. Except as expressly stated in this End User Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 7.7. Nothing in this End User Agreement shall limit or exclude W2's liability for death, personal injury or fraud.
- 7.8. This paragraph 7 sets out the entire financial liability of W2 (including any liability for any acts or omissions of its employees, agents and sub-contractors) to the Licensee:
  - 7.8.1. arising out of or in connection with this End User Agreement;
  - 7.8.2. in respect of any use made by the Customer of the W2 Services, Output Data and Documentation or any part of them; and
  - 7.8.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this End User Agreement.

## **5. Audit**

- 10.1. The Customer shall permit W2 and the Data Providers (and any of their respective professional advisers) on reasonable notice during normal business hours to access any of the Customer's premises, personnel and relevant records (including the ability to make copies) as may be

reasonably required in order to undertake verification of the Customer's compliance with this End User Agreement and the Customer shall give all reasonable co-operation, access and assistance in relation to each audit.

10.2. The cost of any such audit shall be borne by W2, except where a material breach of this End User Agreement is established, in which case the Customer shall refund the cost to W2 immediately on demand. It is accepted that audit access by any representative of W2 shall be subject to such representative agreeing confidentiality obligations equivalent to those in this End User Agreement.

## **6. Assignment**

11.1. This End User Agreement is personal to the Customer and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this End User Agreement without the prior written consent of W2.

11.2. The Customer confirms it is acting on its own behalf and not for the benefit of any other person.

11.3. W2 may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this End User Agreement without the consent of the Customer.

## **7. General**

12.1. This End User Agreement sets out the entire agreement and understanding between us in connection with its subject matter. In particular, but without limitation to the generality of the foregoing, the Customer warrants and represents that in entering into it has not relied upon any statement of fact or opinion made by W2 or its officers, servants or agents which has not been included expressly in this End User Agreement.

12.2. If any provision of this End User Agreement is or becomes invalid or unenforceable it will be severed from the rest of these terms so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of these terms shall be rendered invalid, unenforceable or be otherwise affected.

12.3. The Data Suppliers shall have the benefit of and be entitled to enforce the terms of this End User Agreement against the Customer notwithstanding that they are not a party to it.

## **8. Governing law and jurisdiction**

13.1. This End User Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this End User Agreement or its subject matter or formation (including non-contractual disputes or claims).