



General Terms and Conditions

Client Companies

1. Services.

1.1 Subject to the terms and conditions of this Agreement, iProov will make available to Client one or both of the following services as ordered by Client under one or more PSAs executed under this Agreement (each an “PSA” and those services as so ordered, the “Services”), each of which are incorporated into this Agreement by this reference. All capitalised terms not defined in this Agreement shall have the meaning as defined in the PSA. iProov offers the service of Dynamic (formally referred to as Genuine Presence Assurance), which is an identification service module for biometric identity verification, audited and certified according to Regulation EU 910/2014 (eIDAS Regulation) in conjunction with ETSI EN 319 401, EN 319 411-1 and EN 319 411-2. Further, iProov offers the service of Express (formally referred to as Liveness Assurance), which is an authentication service module that is audited and certified according to Regulation EU 910/2014 (eIDAS Regulation) in conjunction with ETSI EN 319 401, EN 319 411-1 and EN 319 411-2.

To avoid doubt, Client’s use of Services will be subject to the scope limitations set forth in the Partner Service Agreement (“PSA”) for those Services (if any), and must otherwise be in accordance with this Agreement. Each service will, unless contractually specified, be provided as described in the trust service practice statement of iProov (<https://www.iproov.com/wp-content/uploads/2024/01/TSPSiProov-GPA-Liveness-TSPS-Trust-Services-Practice-Statement-v.2.3-.docx-2.pdf>), this includes all aspects of interfacing with the client.

1.2 In connection with iProov’s performance of the Services, Client shall perform those tasks and assume those responsibilities specified in the applicable PSA. Client understands that iProov’s performance is dependent on Client’s timely and effective satisfaction of such responsibilities.

1.3 Client acknowledges that iProov may terminate support for certain releases of its SDK and/or API, after which end users still reliant on that version will lose access to the iProov Service.

1.4 In all dealings with actual and potential end users, and all marketing and promotional activities and content relating to the Combined Service, where Client is requested to disclose its provider of anti-spoofing technology, being a technology or service that includes measures intended to impede the successful use of physical or digital replicas of recordings or imagery as biometric credentials (“anti spoofing technology”), Client shall disclose the identity of iProov and do so on terms specified by iProov.

1.5 Client shall ensure that all statements directly or indirectly relating to iProov, the Services or anti spoofing technology comprising the Services, including as to any of the functions, features, capabilities or limitations thereof, shall be subject to the written prior approval of iProov.

1.6 Client shall not directly or indirectly offer or make available to any of its customers or end users any anti- spoofing or face-matching service (other than the Services), save with iProov’s prior written consent.

1.7 Client acknowledges that iProov shall be entitled to cease the support of third party operating systems with which the Services interacts, and thus to bring to an end support for specific SDKs and APIs subject to a notice period “Deprecation Window” as defined in Schedule 2 (Service Availability & Support)

1.8 Client acknowledges that the Services operate by the Client initiating API calls, and that the Client has contracted for a given throughput rate as specified in the PSA. iProov shall be entitled to rate-limit traffic which exceeds contracted throughputs, provided that iProov makes commercially reasonable efforts to fulfill Client’s transaction demand as part of iProov’s standard throughput management protocols

2. Availability & Support.

2.1 iProov will provide the Services in accordance with the service availability and support obligations set forth in Schedule 2 (Service Availability & Support) of the PSA, which is hereby incorporated into this Agreement by this reference. To avoid doubt, Client will comply with its obligations as set forth in Schedule 2.

3. Data Security & Privacy.

3.1 Each Party will comply with its obligations as set forth in Schedule 3 (Data Protection) of the PSA, which is incorporated into this Agreement by this reference. Without limiting the generality of the preceding sentence:

3.2 Client shall satisfy, and, as between the Parties, shall be responsible for ensuring that each of its users satisfies, their respective obligations under Data Protection Laws (as defined in Schedule 3), including, insofar as required under those Data Protection Laws, by obtaining explicit consent of those users to the processing of their facial images and other Personal Data as contemplated by this Agreement. To avoid doubt, individuals or entities that access or use the Services under Client's rights under this Agreement are "users."

3.3 Where laws, regulations, rules or requirements of any type that apply in any jurisdiction (including, without limitation, Data Protection Laws) other than or in addition to the GDPR ("**Non-GDPR Rule(s)**") would be capable of:

- (a) applying to the processing of Personal Data in respect of Client or any end user using the Services through Client or persons engaged in the provision of the Service; or
- (b) conferring rights or obligations upon any person involved with the provision or use of the Service or the Combined Service (including Client, iProov, or any affected Client or user),

Client shall ensure that (a) such Non-GDPR Rules, and such rights and obligation, are complied-with in connection with its and its users use of the Services, and

(b) such Non-GDPR Rules are notified in full to iProov and accepted in writing by iProov in advance of the commencement of the provision of the Service to or for the benefit of users in the applicable jurisdiction.

3.4 The Parties acknowledge that the Services operate through the cloud-based processing of biometric data, and may be utilized in connection with other sensitive and/or highly regulated types of personal information (e.g.,

banking and financial information). If there is a change in Data Protection Law which would affect the provision of the Services, the Parties will cooperate in good faith to ensure their respective performance of their obligations is compliant with Data Protection Law including, to the extent necessary, amending this agreement such that they remain compliant with Data Protection Laws.

3.5 The retention period and duty of retention for Personal Data are subject to individual agreement between iProov and the Client.

4. Acceptable Use.

4.1 iProov's acceptable use policy applicable to the Services is available [portal.iproov.com/acceptableuse] (or successor URL), as modified by iProov from time to time (the "AUP"). Client acknowledges that the security, integrity, availability, and reliability of the Services may be adversely affected by access to or use of the Services in violation of the AUP. Client will comply, and will use commercially reasonable efforts to cause end users of the Services to comply with the AUP. iProov will notify Client of modifications to the AUP, and Client will have a commercially reasonable period after that notification to come into compliance with its obligations under this Section as to those modifications.

5. Modifications.

5.1 Client acknowledges that the Services are provided on a "software-as-a-service" basis, and as a result change over time as technology evolves. iProov may make material changes, including via new releases, ("Modifications") to the Services from time to time. Such Modifications are distinct from software deprecation notices as defined in Schedule 2 (Service Availability & Support). iProov will provide Client at least as much advance notice of each Modification as iProov generally provides to any of its other customers for such Modification (i.e., if iProov generally provides 60 days' notice to its other customers, it will provide 60 days advance notice to Client).

5.2 If a Modification has a materially adverse effect on Client's use of the Services, Client may terminate any Agreement upon 30 days' notice to iProov sent within 60 days of the Modification giving rise to such right, provided that iProov does not cure such material adverse effect within that 30 day period. If any Agreement terminates under the preceding sentence, iProov will, as its sole liability and Client's, arising solely as a result of that Modification, promptly refund Client fees prepaid for periods of terminated Services that, as of termination, had yet to occur.

The preceding sentence will not be deemed to limit iProov's liability for breaches of any Agreement.

6. Suspension.

6.1 iProov will have the right to suspend users' or Client's access to the Services only (a) if a user's or Client's use of the Services represents or reasonably appears to represent a threat to iProov's network or the Services; OR (b) if a user's or Client's use of the Services creates or reasonably appears to create liability for iProov; OR (c) to prevent unauthorized access to Authentication Data; OR (d) where Client has failed to pay Fees owed to iProov under any Agreement and does not cure such failure within 15 days after receipt of notice from iProov that such Fees have not been timely paid; OR (e) to the extent necessary to comply with applicable law; OR (f) if a user or Client violates the AUP; OR (g) if there is a Security Emergency, provided that iProov will use commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) any use of the Services that, in iProov's reasonable judgment, disrupts or is reasonably likely to disrupt the Services, other person's use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third party access to the Services.

6.2 iProov will provide Client with (a) reasonable notice of any suspension and the reason for such suspension, and (b) an opportunity to discuss the matter with iProov when such suspension occurs.

6.3 As to any suspension permitted in Section 6.1, iProov will (i) use reasonable efforts to suspend only the minimum portion of the Services necessary to address the issues giving rise to the suspension; and (ii) suspend the provision of the Services to only the users whose actions or omissions necessitated the suspension, if at all practicable. In addition, iProov will promptly restore a user's or Client's access to the Services once the reason for the suspension is no longer present, unless such access is terminated as set forth herein.

6.4 Client may at any time(s) in Client's sole discretion suspend or terminate any of its users' access to the Services.

6.5 If iProov determines in iProov's sole discretion that any user's access should be permanently terminated as a result of such user's misconduct (e.g., multiple spoofing attempts or other repeated violations of the AUP), iProov may request that Client terminate such access, and if Client fails to promptly terminate such access, then iProov may do so; provided, however, that iProov will upon

Client's request discuss with Client the reasons that iProov deems termination of such user's access to be appropriate.

7. Licenses.

7.1 Client acknowledges that iProov will utilize iProov Property in the performance of Services. For the purposes of this Agreement, "iProov Property" means original works of authorship, inventions, processes, concepts, or other proprietary information or intellectual property (collectively, "Technology") owned and/or licensed by iProov and used or supplied by iProov in the course of performing the Services. For the avoidance of doubt, iProov's proprietary identity authentication application and platform (the "Platform") and all other Technology provided pursuant to a PSA, as well as, subject to Client's rights to Authentication Data (defined below), any data generated by the Platform, is iProov Property. iProov retains all right, title, and interest in and to the iProov Property. Any license to the Platform or other iProov Property used in the performance of the Services will be set forth in the official contract.

7.2 Client hereby grants to iProov a limited, non-transferable (except pursuant to Section 13.2) license to use, reproduce, distribute, display, sublicense (through multiple tiers) and create derivative works of data provided to iProov by Client and its personnel in connection with any Agreement ("Authentication Data") only: (a) as required to exercise iProov's rights and fulfill iProov's obligations under any Agreement; (b) to tune, enhance, and improve the internal functionalities of the Platform and other iProov Technology; and (c) investigate suspected and/or confirmed fraudulent use of the Platform or other fraud. Client represents and warrants that it has all necessary rights to grant iProov the rights set forth in this Section, and that Client will comply with all federal, state, and local laws, regulations, and rules regarding the collection, use, and disclosure of Authentication Data (including, without limitation, providing notice and obtaining written or other permission from Client's customers for iProov to collect Authentication Data from them and to process, use, and disclose Authentication Data for the purposes described in this Section). Client agrees that the Platform is not Client's system of record for historical Authentication Data, and iProov may delete any Authentication Data in the ordinary course of operating the Platform. The licenses in this Section 7.2 will not be deemed to affect iProov's or Client's obligations under Section 3 (Data Security & Privacy).

7.3 From time to time, Client may provide to iProov information with respect to Client's use and experience with the Services, including any issues or suggestions related to such use and experience ("Feedback"). Further, Client acknowledges that, in the course of using the Services, Client may obtain or learn information relating to the Services or iProov Property, which may include, without limitation, information relating to the Service's performance, reliability, stability, operation, techniques, processes, ideas, algorithms, or software design and architecture (collectively, "Proprietary Information"). As between the parties, such Feedback and Proprietary Information shall belong solely to iProov and shall be deemed Confidential Information of iProov, and iProov shall be free to use and exploit such Feedback and Proprietary Information in any manner.

7.4 No right or license is granted to iProov hereunder by implication, estoppel, or otherwise to any know-how, patent or other intellectual property right owned or controlled by Client or its affiliates, except by an express license granted hereunder. No right or license is granted to Client hereunder by implication, estoppel, or otherwise to any know-how, patent or other intellectual property right owned or controlled by Client or its affiliates, except by an express license granted hereunder.

8. Confidential Information.

8.1 **Confidential Information.** Each party may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of any Agreement ("Confidential Information"). Neither party shall use in any way, for its own account or the account of any third party, except as expressly permitted by any Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take reasonable precautions to protect its confidentiality.

8.2 Information will not be deemed Confidential Information if it: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly

known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

8.3 Section 8 shall survive termination of this Agreement for a period of 3 years, excluding where the Confidential Information is a trade-secret, in which case it shall survive indefinitely.

9. Representations and Warranties.

iProov warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards and that it shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed. THE PRECEDING IS IPROOV'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE OR OTHERWISE PROVIDING ANY CONDITION REGARDING THE SERVICES.

10. Limitations of Liability and Indemnity.

10.1 WITH THE EXCEPTION OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS, CLIENT'S OBLIGATIONS UNDER SECTION 3.2, AND ANY INFRINGEMENT BY CLIENT OF IPROOV'S RIGHTS IN AND TO IPROOV PROPERTY: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLATFORM, (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF DATA TRANSMISSIONS OR DATA, (iii) CLIENT'S RELIANCE ON DATA OR CONTENT MADE AVAILABLE BY THE PLATFORM, (iv) INACCURACIES IN DATA OR CONTENT MADE AVAILABLE BY THE PLATFORM, INCLUDING INACCURACIES CAUSED BY TECHNOLOGICAL ERROR OR FRAUD INITIATED BY CLIENT PERSONNEL; AND (II) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO IPROOV DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

10.2 Subject to iProov’s obligations under Section 6.3, Client agrees to defend, indemnify, and hold harmless iProov from and against all claims, costs, damages, losses, liabilities, fines, penalties, and expenses (including without limitation reasonable attorneys’ fees) (collectively, “Liabilities”) arising out of Client’s: (i) gross negligence or willful misconduct; (ii) breach of its obligations under any Agreement; (iii) violation of any applicable law, rule, regulation, or third party proprietary right; provided that in no event shall Client be liable for Liabilities to the extent caused by iProov; or (iv) otherwise resulting from Client’s or its users use of the Services (including Client’s breach of any Agreement between it and its users). In the event of any claim against iProov for which iProov claims a right of indemnification hereunder, iProov shall provide Client prompt written notice of such claim and reasonable information and assistance, at Client’s expense, to defend or settle the claim. Client will not be obligated to indemnify iProov under this Section 6.2 to the extent the applicable Liability is caused by iProov’s breach of any Agreement.

10.3 iProov agrees to defend, indemnify, and hold harmless the Client from and against all Liabilities arising out of (i) a third party’s allegation that the Services infringe, misappropriate, or otherwise violate the intellectual property rights of that third party and (ii) iProov’s breach of Schedule 1. In the event of any claim against Client for which Client claims a right of indemnification hereunder, Client shall provide iProov prompt written notice of such claim and reasonable information and assistance, at Client’s expense, to defend or settle the claim. iProov will have no obligation under this Section 6 for any infringement or misappropriation to the extent that it arises out of or is based upon use of the Platform in combination with Authentication Data or any other products, services, or materials if such infringement or misappropriation would not have arisen but for such combination; the Platform to the extent it is provided to comply with designs, requirements, or specifications required by or provided by Client, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; use of the iProov Platform by Client for purposes not intended or outside the scope of the limited right to use the Platform granted to Client; Client’s failure to use the Platform in accordance with instructions provided by iProov, if the infringement or misappropriation would not have occurred but for such failure; or any modification of the Platform not made or authorized in writing by iProov where such infringement or

misappropriation would not have occurred absent such modification.

10.4 Nothing in these Terms will exclude, limit or restrict either party’s liability for (i) death or personal injury resulting from the negligence of that party or its officers, agents, employees or subcontractors; (ii) fraud or fraudulent misrepresentation, or (iii) any other matter in respect of which liability cannot by applicable law be limited.

11. Fees and Billing.

11.1 Client shall pay any fees due for Services according to the PSA describing such Services (the “Fees”).

11.2 Customer incurs certain Fees on a per-Transaction or other usage-metric basis, as indicated in the PSA (“Volume Fees”). Transactions (or other applicable usage metric) counting towards Volume Fees will be deemed chargeable according to iProov’s applicable billing protocols (“Billing Protocols”). Except as otherwise specified in the applicable PSA, iProov may update the Billing Protocols applicable to a Renewal Term on at least 30 days’ notice before that Renewal Term.

11.3 Client shall pay the Fees in accordance with the billing frequency set forth on the applicable PSA. Client shall be responsible for providing complete and accurate billing and contact information to iProov and notifying iProov of any changes to such information. Late payments shall accrue interest at the rate of 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is at or below 0%, or the maximum rate permitted by law, whichever is lower.

11.4 All payments required by any Agreement exclude all sales, value-added, use, or other taxes and obligations, all of which Client will be responsible for and will pay in full, except for taxes based on iProov’s net income.

12. Term and Termination.

12.1 Any Agreement will commence on the Effective Date and continue indefinitely thereafter unless and until terminated according to the provisions of this Section 7. Each PSA will begin on the Effective Date set forth on that PSA and continue for the Initial Term specified in that PSA. After its Initial Term, each PSA will automatically renew for unlimited number of successive periods [equal in length to the Initial Term][of one month]

(each such period, a “Renewal Term,” and collectively with the Initial Term) unless at least [90 days] before the end of the then-current term either Party provides written notice of non-renewal to the other Party. iProov is entitled to increase the fees payable for any Renewal Term by providing written notice to Client no less than 100 days prior to the expiration of the then-current Term.

12.2 Either party may terminate an Agreement for convenience upon 90 days written notice in the event no PSA is in effect. In addition, either party may terminate an Agreement, or the applicable PSA, if the other party breaches any material term or condition of any Agreement and fails to cure such breach within 30 days after receipt of written notice of the same. In addition, if iProov’s cost of providing the Services (e.g. insurance costs) materially increases, iProov may terminate any Agreement on 30 days’ notice to Client.

12.3 Neither party will be liable to the other for any termination or expiration of any Agreement in accordance with its terms.

12.4 Termination shall not relieve either party of any obligation accrued prior to the date of termination. The following Sections will survive any expiration or termination of the Agreement: 3, 4, 6, 7.1, 7.3, 7.4, and 8.

13. Miscellaneous Provisions.

13.1 To the fullest extent permitted under applicable law, any person who is not a party to these Terms has no rights under these Terms nor has any benefit conferred upon them by virtue of these Terms (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise)), including to enforce any part of these Terms.

13.2 This Agreement may not be assigned, novated, delegated or otherwise have any of its rights or obligations transferred by either party without the prior written consent of the other party; provided, however, that iProov may assign novate, delegate or otherwise transfer its rights and obligations under any Agreement to a parent, affiliate, subsidiary, or successor to its business, if any, upon written notice to Client. iProov shall be entitled to terminate this Agreement upon or at any time after a change of control on the part of the Client.

13.3 Neither party will be liable for any failure or delay in its performance under any Agreement due to any cause beyond its reasonable control, including act of war, acts of God, pandemic, epidemic, earthquake,

flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that such cause is not in the reasonable knowledge of the parties at the time of entering into any Agreement and the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

13.4 Any Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction and venue over any dispute arising out of or relating to any Agreement, and each party consents to the personal jurisdiction and venue of these courts. In the event any provision of an Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of any Agreement will remain in full force and effect. The waiver of any breach or default of an Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

13.5 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address for the party to be notified set forth in the recitals, or at such other address as may hereafter be furnished in writing by either party to the other. Such notice will be deemed to have been given as of the date it is mailed or sent, whichever is earlier.

13.6 Client and iProov are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Client and iProov. Neither Client nor iProov will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent, except as otherwise expressly provided herein.

13.7 This Agreement, including all documents incorporated herein by reference, does not constitute the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, and does not supersede or replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

End-Users

1. For end-users¹ iProov offers the service of Dynamic (formerly referred to as Genuine Presence Assurance), which is an identification service module for biometric identity verification, audited and certified according to Regulation EU 910/2014 (eIDAS Regulation) in conjunction with ETSI EN 319 401, EN 319 411-1 and EN 319 411-2. Further, iProov offers the service of Express (formerly referred to as Liveness Assurance), which is an authentication service module that is audited and certified according to Regulation EU 910/2014 (eIDAS Regulation) in conjunction with ETSI EN 319 401, EN 319 411-1 and EN 319 411-2. Each service will, unless contractually specified, be provided as described in the trust service practice statement of iProov (<https://www.iproov.com/wp-content/uploads/2024/01/TSPSiProov-GPA-Liveness-TSPS-Trust-Services-Practice-Statement-v.2.3-.docx-2.pdf>).
2. Limitations to the use of service provided are as defined in the acceptable use policy (<https://www.iproov.com/legal/acceptable-use>).
3. The obligations of the subscribing end-user are defined in accordance with the client offering the service to the end-user.
4. Technical support is available during regular office hours from Monday to Friday or subject to contract for business clients.
5. Audit logs are stored and available for 10 years, unless alternate agreed conditions apply, applicable law, legislation, demands of a TSP or as a part of a contractual arrangement between iProov and its client where retention periods may be lower.
6. The contractual agreement with the client stipulates information on liability and any terms relating to a claim.
7. In the event of an emergency, iProov will inform all affected clients, end-users and relying parties without undue delay, within 24 hours of the senior management designation of an emergency and the proposed solution. Communication is conducted via iProov's nominated communication channels.
8. The end-user shall:
 - 8.1 Understand and enforce the requirements provided by the client including the iProov Dynamic and/or Express related ones and the respective service - based policies/practice statements, and
 - 8.2 Supply true and adequate information, including within an event of change in the data submitted.
9. iProov's service modules of Dynamic and Express have been audited and certified by a Conformity Assessment Body that is accredited according to REGULATION (EU) No 910/2014 (eIDAS) competent to carry out conformity assessments of Service Providers and Service module providers under the regulation and the Services they provide.
10. Any Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction and venue over any dispute arising out of or relating to any Agreement, and each party consents to the personal jurisdiction and venue of these courts. In the event any provision of an Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of any Agreement will remain in full force and effect. The waiver of any breach or default of an agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

¹ End-Users are considered to be the subscribers to services provided by the companies that are clients to iProov's services. As such end-users may be

subscriber to trust service providers, banks, insurance or other service

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