

UCHECK TERMS AND CONDITIONS

These terms and conditions form a legal agreement between (1) you (the "Customer" or "you") and (2) uCheck Limited, a company registered in England and Wales with company registration number 07879166 whose registered office is at Kings Court Water Lane, Wilmslow, Cheshire, United Kingdom, SK9 5AR ("uCheck" or "we" or "us").

uCheck provides access to the Services (including the Software) to you on the basis of this Agreement. We do not sell any Software or any Documentation to you. We remain the owners of the Software and Documentation at all times. No ownership of the Software or Documentation shall pass to you.

IMPORTANT NOTICE TO ALL USERS:

UPON REGISTRATION AND USE OF THE SERVICES THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 13 (*LIMITATION OF LIABILITY*), TOGETHER WITH A RIGHT FOR UCHECK TO MAKE CHANGES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME (CLAUSE 15.8 (*VARIATION*)) (FOR EXAMPLE, TO TAKE ACCOUNT OF ANY CHANGES IMPOSED BY THE DBS). YOU, THE CUSTOMER, ARE FREE TO TERMINATE THIS AGREEMENT WITH US AT ANY TIME (SEE CLAUSE 14.0 (*TERMINATION*)).

IF YOU DO NOT AGREE, OR NO LONGER AGREE, TO THE TERMS OF THIS AGREEMENT (AS MAY BE AMENDED FROM TIME TO TIME), YOU MUST NOT ACCESS THE SERVICES OR USE THE SOFTWARE.

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement the terms and conditions of this Agreement and the understanding and acceptance of reciprocal legal rights and duties as set out in this Agreement.

Applicable Laws the laws of England and Wales, including the Data Protection Legislation.

Applicant the individual who provides their details to uCheck (whether via the Customer or directly into the Software at the direction of the Customer) in connection with an Application (including the Yoti Services as applicable).

Application an Application to carry out an online vetting and screening check in relation to an Applicant.

Applicant Data the Applicant details, including any Personal Data, required for the purpose of processing an Application (including the Attributes if applicable).

Attributes an item of personal data or document image relating to an Applicant including identity data verified as part of the Yoti Services, unverified data submitted by the Applicant and any metadata or statement relating to an Applicant.

Authorised Users the Customer and (if the Customer is a company) those Customer employees who are authorised by the Customer to use the Services.

Code of Practice means either the:

- (a) Revised Code of Practice for Disclosure and Barring Service Registered Persons November 2015; or
- (b) Disclosure Scotland Code of Practice in connection with the use of disclosure information and with the functions of registered persons 28 February 2011 Edition, as each may be amended from time to time.

Commencement Date means the date on which the Customer is given access to the Services by uCheck pursuant to this Agreement.

Confidential Information all Confidential Information (however recorded or preserved) disclosed by a party ("disclosing party") to the other party ("receiving party"), concerning all information that would be regarded as confidential by a reasonable business person relating to the business, finances, transactions, trade secrets, customers, suppliers, intentions, processes, know-how, databases and software of the disclosing party including any information or analysis derived from the confidential information but shall exclude information:

- (a) generally available to the public (other than as a result of breach of confidentiality obligations);
- (b) available or which becomes available to the receiving party on a non-confidential basis before disclosure;
- (c) lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) independently developed by the receiving party without access to such other confidential information.

Customer the person, company or firm who purchases the Services from uCheck on the basis of this Agreement.

Customer Data all data provided by the Customer to uCheck for the purpose of access to the Services excluding Applicant Data.

Customer Materials all materials, information, data, documents and any other media (including any logos and any other intellectual property) and assistance provided by the Customer to uCheck from time to time.

Data Protection Legislation means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation ((EU) 2016/679), the UK GDPR as adopted into national legislation in the UK and all other Applicable Laws and regulations relating to the Processing of Personal Data and privacy, including any enacted subsequent to the UK leaving the EU and where applicable the guidance and codes of practice issued by the ICO, in each case as amended or substituted from time to time. The definitions and interpretations given in Data Protection Legislation apply to any relevant terms in this Agreement.

Data Controller, Data Processor and Data Subject shall have the meanings set out in the Data Protection Legislation.

Data Retention Policy the uCheck data retention policy indicated in clause 5.10.

DBS the Disclosure and Barring Service, a UK government executive, non-departmental public body sponsored by the UK Home Office.

Documentation the documentation made available to the Customer by uCheck online via the Website or any other web address notified or as may otherwise be provided to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

DS Disclosure Scotland, an executive agency of the Scottish Government.

Fees the fees payable by the Customer to uCheck for the Services, as set out in Schedule 1 (*Fees and Payment Methods*).

ICO the Information Commissioner's Office, being the UK's independent authority set up to uphold information rights.

Information Security Policy the uCheck Information Security Policy Statement set out on the Website.

Optional Services any additional services provided by uCheck as may be agreed between the parties from time to time.

Permitted Purpose submitting pre-employment vetting and screening checks of the kind set out in the definition of Services.

Personal Data has the meaning given in the Data Protection Legislation.

Public Network a public communications network (which may be established and operated by a telecommunications provider), including the internet, wireless and mobile technologies.

Primary Contact the individual designated by the Customer (in writing) to liaise with uCheck in respect of this Agreement and/or the Services.

Privacy Policy the uCheck Privacy Policy set out on the Website.

Processing has the meaning as set out in the Data Protection Legislation and "**Process**" and "**Processed**" shall be construed accordingly.

Receipt a receipt or other token confirming the exchange of one or more Results or Attributes between uCheck and the Customer.

Results the Results of the relevant checks conducted pursuant to the Services, made available to the Customer, Authorised User and/or the Applicant (depending upon the nature of the check being conducted as part of the Services).

Retainer an advance payment, the requirement for and value of which shall be agreed in writing between uCheck and the Customer as set out in Schedule 1 (*Fees and Payment Methods*).

Right to Work the legal duty on all employers to ensure all Applicants are eligible to work in the UK.

Services means the Services (including any Optional Services and Yoti Services) to be provided by or on behalf of uCheck pursuant to the terms of this Agreement using the Software to process

online vetting and screening checks including; Right to Work (RTW) checks, Disclosure and Barring Service (DBS) checks, Disclosure Scotland (DS) checks, Identity (ID) checks, Adverse Credit (AC) checks, and together with any other Services which uCheck may offer to the Customer from time to time.

Software the online vetting and screening system, for Standard or Enhanced DBS checks only, known as DBS Assist or the online vetting and screening tool known as the 'HR Platform' forming part of the Services and through which access to the Services is granted to the Customer by uCheck, and any Yoti Software. All references to the Services within this document shall include the Software unless otherwise stated.

Special Categories of Data as defined in the Data Protection Legislation.

Support Policy the Support Policy set out on the Website, as may be amended from time to time.

Term the Term of this Agreement as defined in clause 2.1.

Third Party Client IP has the meaning given in clause 12.1.

Third Party Services the products of services of a third party which may be made available to the Customer via the Yoti Platform from time to time such as, for example only, credit check or anti-money laundering check services.

uCheck Fee means the portion of the Fees described as the uCheck Fee that shall apply to each Application, as set out in Schedule 1 (*Fees and Payment Methods*).

Virus anything 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.

Volume Forecast the number of Applications the Customer intends to make via the Service within the following twelve months from the date of that forecast.

Vulnerability a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Wallet Facility the optional payment method offered to Customers whereby the Customer may pre-pay funds into the Wallet Facility for use by Authorised Users for the Permitted Purpose.

Website www.ucheck.co.uk or any other Website of the Company as notified from time to time.

Working Day a day (other than a Saturday or Sunday or Bank holiday in England, Scotland or Wales).

Working Hours Monday to Friday inclusive (excluding Bank and Public holidays in England) between the hours of 8.30am - 5.30pm.

Yoti means Yoti Limited, a company registered in England and Wales whose company registration number is 08998951 and whose registered office is at 6th Floor, 107 Leadenhall St, London, EC3A 4AF, United Kingdom.

Yoti Platform Yoti's systems (including front end and back end) used in providing the Yoti Services including but not limited to the Yoti mobile application and the Post Office EasyID mobile application.

Yoti Services the digital ID services that the Customer may elect to use provided by Yoti on the Yoti Platform.

Yoti Software any software or code made available to the Customer as part of the Yoti Services.

1.2 Unless the context otherwise expressly requires:

1.2.1. references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them;

1.2.2. writing or written includes e-mail; and

1.2.3. reference to a clause, Schedule or Appendix is a reference to a clause of, or Schedule or Appendix to, this Agreement.

1.3 Clause, Schedule and Appendix headings do not affect the interpretation of this Agreement.

1.4 In the case of conflict or ambiguity between the provisions of this Agreement, the conflict or ambiguity shall be resolved in accordance with the following order of precedence:

1.4.1. Schedule 1 (*Fees and Payment Methods*);

1.4.2. the Agreed Terms (being the main body of this Agreement); and

1.4.3. all other Schedules and any Appendices to this Agreement.

1.5 The Customer acknowledges and accepts that the terms and conditions set out in this Agreement apply to the exclusion of any other Terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2 COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the date the Customer accesses the Services and continue unless terminated in accordance with clause 14 Termination ("**Term**").

3 RIGHT TO USE THE SERVICES

3.1 In consideration of the Customer's payment of the Fees, uCheck hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users (and/or Applicants) to use the Services, the Attributes and the Results (as applicable) during the Term solely for the Permitted Purpose.

3.2 The Customer will not permit any person other than the Authorised User(s) (and/or the Applicants) to access the Services.

- 3.3 If the Customer elects to use the Yoti Services, the additional terms set out in **Schedule 4** shall apply.
- 3.4 The Customer undertakes to:
- 3.4.1. procure that each Authorised User will keep a secure password for their respective use of the Services which will be kept confidential;
 - 3.4.2. prior to initiating an Application requiring checks through the DBS or DS, have a written policy on the secure handling of information provided by the DBS and/or DS, electronically or otherwise, in accordance with the requirements within these organisations' respective Code(s) of Practice. The Customer shall provide a copy of such a policy to uCheck upon request;
 - 3.4.3. obtain clarification and agreement from an Applicant in relation to any inaccurate or incomplete submissions in connection with an Application, prior to making any changes to such Application; and
 - 3.4.4. ensure that the relevant proof of identity documents provided by the Applicant are properly cross-referenced in accordance with the identity-checking guidelines provided by the DBS and/or DS.
- 3.5 The integrity of the Software is protected by technical protection measures so that the intellectual property rights in the Software are not misappropriated. The Customer shall not attempt and shall procure that its Authorised Users shall not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale or for hire or have in its possession for private or commercial purposes, any means whose sole purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.
- 3.6 The Primary Contact may increase the number of Authorised Users during the Term without uCheck's prior written consent. The Customer acknowledges that it shall be bound by any increase in the Authorised Users made by the Primary Contact and agrees to pay any additional Fees if appropriate. The Customer agrees that any additional Authorised Users will be charged as per Schedule 1 (*Fees and Payment Methods*) of this Agreement. The Customer shall be solely responsible for notifying uCheck in advance in writing of any change to the Primary Contact and shall ensure that the Primary Contact notifies uCheck in advance in writing of any change to the Primary Contact, such notice to include the name and contact details of the new Primary Contact. In the event that uCheck is made aware that the Customer's Primary Contact (as listed on uCheck's systems) is no longer employed by or acting as an authorised representative of the Customer and that the process above has not been followed, in order to approve a new Primary Contact, uCheck will require written confirmation of the new Primary Contact from the highest-ranking member of the Customer's organisation (or such other position as reasonably agreed by the parties).
- 3.7 The Customer shall not and shall procure that its Authorised Users shall not:
- 3.7.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion or part of the Services in any form or media or by any means; or
 - 3.7.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

- 3.7.3. access all or any part of the Services or any Results in order to build a product or service which competes with the Services and/or the Results; or
- 3.7.4. use the Services or any part of them to provide services to third parties; or
- 3.7.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Results available to any third party except the Authorised Users and the Applicants (as applicable); or
- 3.7.6. introduce or permit the introduction of any Virus or Vulnerability into uCheck's network or information systems; or
- 3.7.7. obtain, attempt to obtain, or assist third parties in obtaining, unauthorised access to, or disrupt the integrity or performance of, the Services, Results and/or any Attributes, other than with uCheck's prior written consent.

3.8 In addition and without prejudice to clause 3.7, the Customer shall not and shall procure that its Authorised Users shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services and/or Results that:

- 3.8.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 3.8.2. facilitates illegal activity;
- 3.8.3. depicts sexually explicit images;
- 3.8.4. promotes unlawful violence;
- 3.8.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 3.8.6. is otherwise illegal or causes damage or injury to any person or property,

uCheck 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.

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

3.10 The Customer shall inform uCheck of any Authorised Users that no longer require access to the Services.

4 SCOPE OF SERVICES

4.1 uCheck shall, during the Term, provide to the Customer for use by the Authorised Users in accordance with the Permitted Purpose the:

- 4.1.1. Services;
- 4.1.2. Optional Services (if any); and

- 4.1.3. Yoti Services (if elected by the Customer)
- 4.2 The Customer shall only utilise the Yoti Services and the Optional Services in conjunction with the Services for the Permitted Purpose.
- 4.3 Provided that such changes do not adversely affect the Services, uCheck shall be entitled to make changes to the Services from time to time. In addition, and without prejudice to the foregoing, uCheck shall be entitled to make changes to the Services from time to time (whether such change adversely affects the Services or not) for the purpose of:
 - 4.3.1. maintaining the security and/or performance and/or availability of the Services;
 - 4.3.2. complying with changes to Applicable Laws; or
 - 4.3.3. complying with any regulatory or other requirements of DBS, DS or any other of uCheck's key suppliers or contracts.
- 4.4 uCheck shall use reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 4.4.1. planned maintenance which, wherever possible, shall be carried out during the maintenance window of 7.00pm to 6.00am UK time Monday to Friday or during weekends; and
 - 4.4.2. unscheduled maintenance, which, wherever possible, shall be carried out with at least 2 Working Hours' notice in advance.
- 4.5 uCheck reserves the right, at its sole discretion, to temporarily suspend the Services to carry out preventative maintenance or to protect the integrity of the Software and Services provided.
- 4.6 uCheck reserves the right to amend any of the Services (including both the Optional Services or Yoti Services) at any time.
- 4.7 uCheck will provide the Customer with uCheck's standard customer support services during Working Hours in accordance with uCheck's Support Policy in effect at the time that the Services are provided. uCheck may amend the Support Policy at its sole and absolute discretion from time to time.

5 APPLICANT DATA AND DATA PROTECTION LEGISLATION

- 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 all such Customer Data.
- 5.2 In addition and without prejudice to clause 5.1, the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Applicant Data, including Applicant employment dates (as applicable). The Customer shall have sole responsibility for the provision of Applicant leave dates within the Software to initiate the deletion of Applicant Data in accordance with Schedule 3 (Processing Personal Data). The Customer shall also be solely responsible for ensuring the accuracy of all original documents seen in support of an Application including any expiry dates or other key information within any such original documentation.

- 5.3 uCheck shall, in providing the Services, comply with its Privacy Policy and Information Security Policy relating to the privacy and security of the Applicant Data available at <https://www.ucheck.co.uk/> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by uCheck in its sole discretion ("Privacy and Information Security Policies").
- 5.4 Both parties will, at their own expense (save where any related costs are recoverable pursuant to the terms of any indemnity set out in this Agreement), comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.5 The parties acknowledge that:
- 5.5.1. If uCheck processes any Applicant Data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the Data Controller, uCheck is the Data Processor and the Applicant is the Data Subject for the purposes of the Data Protection Legislation.
 - 5.5.2. Schedule 3 sets out the scope, nature and purpose of Processing by uCheck, the duration of the Processing and the types of Personal Data and categories of Data Subject.
 - 5.5.3. whilst the Customer may (at its discretion) access the Services (including any Applicant Data) from outside the UK or the country where the Customer and the Authorised Users are located, any international transfers of data occurring as a result of this access by the Customer from overseas will be the responsibility of the Customer and the Customer agrees to ensure that adequate safeguards are in place in respect of the same.
- 5.6 Without prejudice to the generality of clause 5.4, the Customer will:
- 5.6.1. comply with the Data Protection Legislation in all respects. The Customer is responsible where appropriate for obtaining all necessary consents from the Applicant with regards to the transfer of the Applicant Data to uCheck and uCheck's subsequent processing of the Applicant Data in connection with this Agreement (including in relation to the Yoti Services if applicable). If the Customer does not obtain such consent (or where consent is not appropriate to the processing in question), the Customer shall instead ensure that it has established and maintains an appropriate and valid lawful basis for processing of the Applicant Data as described above, and further that it meets any conditions required under the Data Protection Legislation in relation to the processing of Special Category Data.
 - 5.6.2. ensure that it has all necessary and appropriate notices in place so that uCheck may lawfully use, process and transfer the Applicant Data in accordance with this Agreement on the Customer's behalf;
 - 5.6.3. ensure that Applicants provide a positive and affirmative opt in consent to indicate that the Applicants each agree to uCheck's Processing of their Applicant Data in connection with Basic, Standard or Enhanced DBS checks by recording and upon request supplying to uCheck evidence that the declarations and consents set out in Schedule 2 of this Agreement have been freely obtained from

the Applicant by the Customer (acting in its capacity as Data Controller). The Customer shall retain such evidence for a minimum period of three months from date of Application submission, for the purposes of uCheck's DBS compliance auditing.

5.7 Without prejudice to the generality of clause 5.4 uCheck shall, in relation to any Applicant Data processed in connection with the performance by uCheck of its obligations under this Agreement:

- 5.7.1. process that Applicant Data only on the documented written instructions of the Customer and in line with product selection by the Customer, unless uCheck is required by Applicable Laws to process Applicant Data. Where uCheck is relying on Applicable Laws as the basis for Processing Applicant Data, uCheck shall use reasonable endeavours to notify the Customer of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit uCheck from so notifying the Customer;
- 5.7.2. take all reasonable steps to ensure the reliability, competency and integrity of any uCheck personnel who have access to Customer and Applicant Data and ensure that all personnel who have access to and/or process Applicant Data are obliged to keep the Applicant Data confidential;
- 5.7.3. notify the Customer without undue delay, and at least within 48 hours, upon becoming aware of a Personal Data breach. uCheck will not (unless required by Applicable Law including the Data Protection Legislation) make any notifications to the ICO about any data breaches that relate to the Personal Data unless such data breaches also apply to the Personal Data or processing activities that uCheck carries out in its own regard as a Data Controller.
- 5.7.4. within two Working Days of receiving a complaint or request from a Data Subject under the Data Protection Legislation, forward the complaint or request to the Customer.
- 5.7.5. provide reasonable assistance to the Customer (at the Customer's reasonable cost) in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation and with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.7.6. at the written direction of the Customer, delete or return Applicant Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Applicant Data (and for these purposes the term "delete" shall mean to put such data beyond use); and
- 5.7.7. not transfer any Applicant Data outside of the European Economic Area and the United Kingdom unless the Customer or uCheck has provided appropriate safeguards in relation to the transfer;
- 5.7.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer and approved by uCheck;

- 5.7.9. Subject to agreement and 30 calendar days' notice, uCheck shall allow access to its premises, during Working Hours, not exceeding 2 Working Days and limited to once per annum. uCheck shall receive from the Customer the results of any such audit, including audit reports and any agreed actions.
- 5.8 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). In relation to uCheck's obligations under this clause 5.8, uCheck will comply with its Privacy and Information Security Policies and the Customer confirms that it has reviewed such policies.
- 5.9 In the event that the Customer instructs uCheck to conduct an external identity validation check in connection with a DBS or Right to Work check, the Customer hereby consents to uCheck appointing Experian or Jumio (depending upon the nature of the additional verification required) as a third-party processor of Applicant Data under this Agreement. If the Customer elects to use the Yoti Services, the Customer hereby consents to uCheck appointing Yoti as an independent data controller and a third-party processor to process Applicant Data. uCheck shall inform the controller of any intended changes concerning the addition or replacement of other processors. The Client may object to a new sub-processor within 14 days of such notification, provided such objection is based on reasonable data protection grounds. uCheck confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5. As between the Customer and uCheck, uCheck shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.10 uCheck shall follow its archiving procedures for Applicant Data as set out in its data retention policy ("**Data Retention Policy**") available upon request, as such document may be amended by uCheck in its sole discretion from time to time. Notwithstanding any other provision of this Agreement, in the event of any loss of or damage to Applicant Data, the Customer's sole and exclusive remedy against uCheck shall be for uCheck to use reasonable commercial endeavours to restore the lost or damaged Applicant Data from the latest back-up of such Applicant Data maintained by uCheck in accordance with the archiving procedure described in the Data Retention Policy. uCheck shall not be responsible for any loss, destruction, alteration or disclosure of Applicant Data caused by any third party (except those third parties sub-contracted by uCheck to perform services related to Applicant Data maintenance and back-up for which it shall remain fully liable under clause 5.9).
- 5.11 The Customer shall not appoint any agent(s) or third-party processor(s) to complete Applications on its behalf without the prior written consent of uCheck. In the event that such prior written consent is provided by uCheck, the Customer shall ensure, in making such appointment, that it has in place appropriate contracts with such agent(s) or third-party processor(s) which comply with the Data Protection Legislation. The Customer shall also

ensure that such agent(s) or third-party processor(s) are themselves compliant with the Data Protection Legislation as regards their data processing activities.

- 5.12 The Customer shall indemnify uCheck against all claims, losses, fines or damages suffered by uCheck arising out of the Customer's failure to comply with the Data Protection Legislation or this clause 5.

6 THIRD PARTY PROVIDERS

- 6.1 The Customer acknowledges that, to the extent that it accesses the Services via a third-party website, the Customer does so solely at its own risk. uCheck makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not uCheck. uCheck recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. uCheck does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 UCHECK OBLIGATIONS

- 7.1 In addition and without prejudice to its obligations under clause 5, uCheck undertakes to perform the Services with reasonable skill and care.

- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services and/or the Results contrary to uCheck's instructions, or modification or alteration of the Services by any party other than uCheck or uCheck's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, uCheck will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

- 7.3 uCheck:

7.3.1. does not warrant:

7.3.1.1 the legality, reliability, integrity, accuracy or quality of any Customer Data or Applicant Data in connection with the Customer's use of the Services;

7.3.1.2 that the Customer's use of the Services will be uninterrupted or error-free; or

7.3.1.3 that the Services, Results and/or any other information obtained by the Customer through the Services will meet the Customer's requirements;

7.3.2. 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

Results may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

- 7.3.3. is not responsible for any delays, delivery failures or any other loss or damage caused by any third party; and
 - 7.3.4. is not responsible for any errors, mistakes or omissions provided in any Customer Data or Applicant Data received from the Customer or any Authorised Users or Applicants or for data received from any third parties.
 - 7.3.5. is not providing any opinion in relation to, nor is it warranting the accuracy of, the Applicant Data. The Customer is responsible for decisions taken in relation to or as a result of the Applicant check/s.
- 7.4 This Agreement shall not prevent uCheck from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this Agreement.
- 7.5 uCheck warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.6 uCheck shall provide upon the Customer's request:
- 7.6.1 a template of the DBS Policy on the Recruitment of Ex-Offenders; and
 - 7.6.2 a template of the Handling of DBS/DS certificate information Policy Statement.
- 7.7 The Customer acknowledges that the information provided on the Website and/or within the Software is for guidance only and should not be considered as a substitute for obtaining legal, professional and/or regulatory advice.

8 CUSTOMER OBLIGATIONS

- 8.1 In addition, and without prejudice to its obligations under clause 5, the Customer shall:
- 8.1.1 provide uCheck with:
 - 8.1.1.1 all necessary co-operation in relation to this Agreement; and
 - 8.1.1.2 all necessary access to such information as uCheck may reasonably require in order to provide the Services, including but not limited to Customer Data, Applicant Data, security access information and configuration services;
 - 8.1.2 comply with all Applicable Laws and regulations with respect to its activities under this Agreement;
 - 8.1.3 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, uCheck may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 8.1.4 only use the Services for proper and lawful business purposes and otherwise in accordance with this Agreement;
 - 8.1.5 ensure that the Authorised Users use the Services and the Results in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of the terms and conditions set out in this Agreement;
 - 8.1.6 ensure that its network and systems comply with any relevant specifications provided by uCheck from time to time;
 - 8.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links to uCheck's systems, 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;
 - 8.1.8 if requested, provide a true, complete and accurate Volume Forecast on the Commencement Date and from time to time as uCheck requires. The parties agree that uCheck will use the information provided in the Volume Forecast to calculate the relevant Application Fees. uCheck reserves the right to amend the Application Fees due if the Volume Forecast proves to be inaccurate, as set out in clause 9.7; and
 - 8.1.9 consent to receive service emails from uCheck which contain vital information relating to the performance of this Agreement, including regarding the operation of uCheck (including updates to any of uCheck's terms and conditions, including this Agreement), its systems (such as information on product development and process updates) and the Services.
- 8.2 In relation to any Right to Work checks that may form part of the agreed Services, the Customer shall be responsible for ensuring that it complies with its statutory obligations in respect of such checks and any Services provided that involve Right to Work checks shall be complimentary to and not relieve the Customer of any of its statutory (or any other) obligations in connection. Nothing in this Agreement shall transfer any of the Customer's statutory obligations or other liability to uCheck in relation to any Right to Work checks.
- 8.3 The Customer shall be solely responsible for ensuring that any and all Applications are eligible and complete for processing within three months of an Application creation date. In the event that such Applications are not completed within this three-month timeframe, uCheck may delete such Application(s) from its systems in accordance with its internal data retention policy. uCheck shall issue a refund to the Customer in respect of each cancelled Application(s) within 10 Working Days as applicable, however, uCheck cannot be held responsible for and does not accept any liability in relation to the time taken by any card issuer or other party, to process any refund to a Customer's payment card (as applicable) or via any other refund method.
- 8.4 The Customer shall ensure it has a written policy on:
- 8.4.1 the secure handling of information provided by the DBS/DS electronically or otherwise, which it shall make available to Applicants at the point of requiring

them to complete a DBS/DS application form or asking for their information to access any service that the DBS/DS provides; and

- 8.4.2. the recruitment of ex-offenders for employment in relevant positions, which it shall make available upon request to potential Applicants.

9 FEES AND PAYMENT

- 9.1 The Customer shall pay the Fees to uCheck for the Services in accordance with this clause 9 and Schedule 1 (*Fees and Payment Methods*).
- 9.2 The Customer shall, in good time to give effect to the terms and conditions of this Agreement, provide uCheck with valid, up-to-date and complete contact and billing details which uCheck requests.
- 9.3 uCheck shall be entitled to increase any or all of the Fees giving 30 days' prior written notice to the Customer.
- 9.4 uCheck are not responsible or liable for a refund if the DBS/Police/DS withdraw an Application.
- 9.5 uCheck are not responsible or liable for a refund if an Application is cancelled during processing by any party (including, without limit, the Customer, Authorised User or Applicant) other than uCheck.
- 9.6 Application Fee payments as detailed in Schedule 1 (*Fees and Payment Methods*) shall be calculated based on the Volume Forecast provided by the Customer to uCheck in accordance with this Agreement.
- 9.7 In addition and without prejudice to clause 9.3, where the Volume Forecast is either in excess or short of the Applications made via the Service in any given period, uCheck reserves the right to adjust the Application Fee giving 30 days' prior written notice to the Customer. uCheck will not refund and/or back date any Application Fee in the event that the Volume Forecasts are inaccurate.
- 9.8 The Customer shall pay (or shall direct the Applicant to pay) the Fees via Debit Card, Credit Card, Direct Debit or using uCheck's Wallet Facility as defined and set out in Schedule 1 (*Fees and Payment Methods*).
- 9.9 To the extent applicable (depending upon payment method), the Customer shall pay each invoice submitted by uCheck:
- 9.9.1. within 10 days of the date of the relevant invoice ("**Due Date**");
 - 9.9.2. in full and in cleared funds to a bank account nominated by uCheck;
 - 9.9.3. in accordance with any special payment arrangements agreed with uCheck.
- 9.10 If uCheck has not received payment by the Due Date, or in the case of any failed payment from an Applicant directly, without prejudice to any other rights and remedies of uCheck:

- 9.10.1. uCheck reserves the right to recover payment of any sum due and all associated costs from the Customer;
 - 9.10.2. uCheck reserves the right to engage a debt recovery agent (to recover payment of any sum due and all associated costs) should the Customer fail to pay sums due to uCheck;
 - 9.10.3. uCheck may, without liability to the Customer, disable the Customer's and all Authorised Users' passwords, account and access to all or part of the Services and uCheck shall be under no obligation to provide any or all of the Services while the amounts outstanding remain unpaid;
 - 9.10.4. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Lloyds Bank plc, commencing on the Due Date and continuing until fully paid, whether before or after judgment;
 - 9.10.5. where the Customer incorrectly disputes a legitimate card payment to uCheck, and the funds are withdrawn from uCheck a £15.00 administration fee is chargeable to the Customer. This charge is payable, along with the original amount disputed, before account access will be re-enabled;
 - 9.10.6. where a Direct Debit collection is returned unpaid, a £15.00 administration fee is chargeable to the Customer. This charge is payable, along with the original amount owed, before account access will be re-enabled.
- 9.11 All amounts and Fees stated or referred to in this Agreement:
- 9.11.1. shall be payable in pounds sterling;
 - 9.11.2. are non-cancellable and non-refundable; and
 - 9.11.3. are exclusive of value added tax, which shall be added to uCheck's Fees at the appropriate rate. In line with VAT legislation, all Services purchased on behalf of a Customer, including but not limited to the DBS and DS charges collected on behalf of the organisations, will be treated as disbursements for VAT purposes, and will therefore not be subject to VAT.
- 9.12 Where the Customer has selected a Standard or Enhanced DBS check with a volunteer status and the Applicant does not meet the DBS volunteer criteria, the DBS may retrospectively charge the Application Fee. In such circumstances, uCheck will charge a £15.00 administration fee for collecting this payment.
- 9.13 Time shall be of the essence for payment of uCheck's Fees.
- 9.14 The Customer may, at uCheck's sole discretion, be entitled to a referral fee for the referral or introduction of a Customer or potential Customer to uCheck.
- 9.15 A discretionary referral fee may be awarded to Associations/Foundations that refer their members to uCheck. The referral amount would be agreed and payable upon the new Customer using the Services.

- 9.16 uCheck may at any time, without notice to the Customer, set off any liability of the Customer to uCheck against any liability of uCheck to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.

10 PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that uCheck and/or its licensors own all intellectual property rights in the Services (including the Software, Attributes, Results, Receipts and Documentation). 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 other intellectual property rights, or any other rights or licences in respect of the Services (including the Software, Attributes, Results, Receipts and Documentation).
- 10.2 uCheck confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 10.3 uCheck and the Customer each acknowledge that the Results shall belong to the Applicant, notwithstanding each party's receipt and processing of the Results in accordance with the terms of this Agreement.
- 10.4 The Customer must not and must procure that no person on the Customer's behalf does anything which could infringe the intellectual property rights of uCheck and/or its licensors.

11 CONFIDENTIALITY

- 11.1 Any confidentiality obligations under this clause 11 are in addition to (and not a substitution for) all other confidentiality obligations agreed between the parties.
- 11.2 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement.
- 11.3 Each party shall hold the other's Confidential Information in confidence and, unless required by law or any governmental or regulatory authority, 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. For the avoidance of doubt, either party may disclose the other's Confidential Information to its employees, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information shall comply with this clause 11 as if they were a party to this Agreement.
- 11.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.5 In compliance with this Agreement, neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party save where such Confidential Information is made available to the relevant third party in violation of the terms of this Agreement.

- 11.6 The Customer acknowledges that details of the Services and the Software, including the results of any performance tests of the Services and Software, constitute uCheck's Confidential Information.
- 11.7 uCheck acknowledges that the Customer Data is the Customer's Confidential Information.
- 11.8 This clause 11 shall survive termination of this Agreement, however arising.
- 11.9 Subject to the remainder of this clause, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. Without prejudice to the foregoing, the Customer acknowledges and agrees that uCheck may make public announcements about the relationship and this contract between the parties without the prior written consent of the Customer (including statements in the media, on its Website or elsewhere) and that uCheck shall be entitled to display the Customer's logo on its Website, brochures and/or other marketing material it deems appropriate.

12 WARRANTIES AND INDEMNITIES

- 12.1 The Customer warrants that it owns all the intellectual property in any Customer Materials provided to uCheck, whether in connection with any Optional Services or otherwise. The Customer also warrants that where it is providing intellectual property on behalf of its clients ("**Third Party Client IP**") that it has authority to do so.
- 12.2 In addition and without prejudice to the warranties given at clause 12.1, the Customer shall defend, indemnify and hold harmless uCheck, its officers, directors and employees against all liabilities, claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) whether direct or indirect arising out of or in connection with:
- (a) any claim made against uCheck for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with use of any Customer Materials or Third Party Client IP and/or any breach of clause 12.1;
 - (b) any breach of its obligations under clause 5 (*Customer and Applicant Data*) or Data Protection Legislation generally; and
 - (c) the Customer's or its Authorised User(s)' or any Applicant's use of the Services and/or the Results and/or the Documentation (as applicable),
- provided in each case that:
- (d) the Customer is given prompt notice of any such claim;
 - (e) uCheck provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (f) the Customer is given sole authority to defend or settle the claim.
- 12.3 uCheck shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services (excluding the Yoti Services and/or any Third Party

Services) in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 12.3.1. uCheck is given prompt notice of any such claim;
 - 12.3.2. the Customer provides reasonable co-operation to uCheck in the defence and settlement of such claim, at uCheck's expense; and
 - 12.3.3. uCheck is given sole authority to defend or settle the claim.
- 12.4 In the defence or settlement of any claim, uCheck may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Working Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.5 In no event shall uCheck, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.5.1. a modification of the Services or Documentation by anyone other than uCheck; or
 - 12.5.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by uCheck; or
 - 12.5.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from uCheck or any appropriate authority.
- 12.6 The foregoing and clause 13.5.2 state the Customer's sole and exclusive rights and remedies, and uCheck's (including uCheck's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 LIMITATION OF LIABILITY

- 13.1 The Customer acknowledges and accepts that:
- 13.1.1. the Services are subject to the limitations and issues inherent in the use of the Public Network (including denial of service attacks and telephony connections) and uCheck is not responsible for and shall not be liable to the Customer for breach of this Agreement due to any problems or other damages resulting from such limitations or issues;
 - 13.1.2. uCheck shall have no liability arising from any failure on the part of the Customer to comply with its own statutory, regulatory, or legal obligations arising out of or in connection with the Customer's use of the Services, including the Customer's obligations in relation to Right to Work checks; and
 - 13.1.3. all Attributes and Results are acquired and used by the Customer at the Customer's own risk and uCheck shall have no liability in respect of the accuracy of any Attributes or Results and hereby disclaims to the fullest extent possible

under applicable laws all implied representations, warranties, conditions and terms in respect of the accuracy of any Attributes or Results. Where the Services include or uCheck or Yoti is reselling any Third Party Services, neither uCheck nor Yoti will have any liability to the Customer if the data received by uCheck or Yoti (as the case may be) is inaccurate in any way.

13.2 This clause 13 sets out the entire financial liability of uCheck (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

13.2.1 arising under or in connection with this Agreement;

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

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

13.3 Except as expressly and specifically provided in this Agreement:

13.3.1. uCheck gives no representation, warranty or undertaking in respect of the suitability of the Attributes or Results and the Customer assumes sole responsibility (for both the Attributes and Results) obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. uCheck shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to uCheck by the Customer in connection with the Services, or any actions taken by uCheck at the Customer's direction;

13.3.2. uCheck does not warrant that the Attributes or Results will be compliant with, or make the Customer compliant with, any laws or regulations which may be applicable to the Customer;

13.3.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, fully permitted by applicable law, excluded from this Agreement; and

13.3.4. the Services and the Documentation are provided to the Customer on an "as is basis".

13.4 Nothing in this Agreement excludes the liability of uCheck:

13.4.1 for death or personal injury caused by uCheck's negligence; or

13.4.2 for fraud or fraudulent misrepresentation.

13.5 Subject to clause 13.3 and clause 13.4:

13.6 Neither party shall not be liable to the other party whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of sales, loss of business, loss of contracts or agreements, loss of anticipated savings, 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 uCheck's total

aggregate liability in contract (including in respect of the indemnity at clause 12.3), 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 be limited to one and a half (1.5) times the total uCheck Fees paid by the Customer to uCheck for the Services in the 12-month period prior to the date of the breach. For the term of this Agreement, uCheck shall maintain appropriate professional indemnity and public liability insurance protection.

14 TERMINATION

- 14.1 This Agreement shall commence on the Commencement Date and shall continue unless:
- 14.1.1. either party notifies the other party of termination, in writing, in which case this Agreement shall terminate with immediate effect; or
 - 14.1.2. otherwise terminated in accordance with the provisions of this Agreement.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate or suspend this Agreement, in whole or in part, with immediate effect by giving written notice to the other party if:
- 14.2.1. 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 2 days after being notified in writing to make such payment;
 - 14.2.2. 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 30 days after being notified in writing to do so;
 - 14.2.3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 14.2.4. 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;
 - 14.2.5. the other party commences negotiations with all or any class of its creditors a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

- 14.2.8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 14.2.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.4 to clause 14.2.10 (inclusive); or
 - 14.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.3 uCheck may suspend or cease providing some or all of the Services in accordance with clause 14.2, or may terminate this Agreement in accordance with clause 14.1.1 or clause 14.2 if:
- 14.3.1. the Customer uses the Services, Attributes or Results to cause harm to an Applicant or uCheck's (or, in the case of the Yoti Services, Yoti's) reputation and goodwill;
 - 14.3.2. the Customer is found to have breached Data Protection Legislation by the ICO or any other regulatory or governmental body in any jurisdiction with respect to Attributes or Results provided by uCheck and/or Yoti (if applicable) as part of the Services; or
 - 14.3.3. the UK introduces a data localisation requirement that affects Attributes or their storage, or which introduces a law that could require uCheck (or any of its suppliers, including Yoti) to 'build a back door' to any Applicant Data, or any other data that is processed by uCheck in accordance with this Agreement.
- 14.4 On termination of this Agreement for any reason:
- 14.4.1. all rights granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and the Documentation;
 - 14.4.2. each party, shall cease and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party (including Documentation in the case of the Customer and including Customer Materials and Customer Data in the case of uCheck), save that each party shall be permitted to keep one copy of any information, documents and/or materials disclosed by the other party (which is to be retained in a confidential and secure file) in circumstances where the receiving party is required to do so according to mandatory law (but such information, documents and/or materials shall be subject to an indefinite confidentiality obligation according to the terms and conditions set out in this Agreement);

- 14.4.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14.5 Nothing in this Agreement shall prevent uCheck from withdrawing all or part of the Services at any time during the term of this Agreement upon such written notice to the Customer as uCheck deems appropriate.

15 GENERAL

- 15.1 **Capacity.** Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Agreement and that those accepting the terms of this Agreement are duly authorised to bind the party for whom they sign.
- 15.2 **Assignment and other dealings.** The Customer shall not, except as expressly provided in this Agreement, assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of uCheck.
- 15.3 uCheck may assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Customer.
- 15.4 The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 15.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.6 **Rights and remedies.** 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.
- 15.7 **Entire agreement.** Without prejudice to clause 11.1, this Agreement, together with its Schedules and Appendices, constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes all prior agreements, negotiations, discussions and any previous practice or course of dealing between the parties relating to the same. In particular, but without limit to the generality of the preceding sentence, the Customer acknowledges and accepts that it has not entered into this Agreement in reliance of any verbal or written communication with any representative of uCheck nor is it relying on any statement or comment made in any uCheck literature (including without limit its Website or the Documentation). Nothing in this clause shall limit or exclude any liability for fraud.
- 15.8 **Variation.** uCheck may amend the terms and conditions of this Agreement from time to time. uCheck will inform you, the Customer, in writing of any changes to this Agreement. Please check the amended Agreement when you receive it to ensure you understand the

terms that apply at that time. Please also note your right to terminate this Agreement at any time under clause 14.1.1 should you not agree to any variation of this Agreement.

- 15.9 **Severance.** If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 15.10 **Third party rights.** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 15.11 **Force majeure.** uCheck 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 uCheck or any other party), failure of a utility 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 uCheck's sub-contractors.
- 15.12 **Notices.** Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by prepaid first-class post, recorded delivery, or email to the other party at its registered office (in the case of postal notice) or such email address as may have been notified by each party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.
- 15.13 **Governing Law.** This 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 laws of England and Wales.
- 15.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the first date on which the Customer or any of its Authorised Users confirms acceptance of the terms and conditions set out in this Agreement and is therefore given access to the Services by uCheck.

Schedule 1 – FEES AND PAYMENT METHODS

FEES

1 Details of Fees

- 1.1 Set-up Fee – the initial one-off set-up fee to include 2 Authorised Users as displayed on our website <https://www.ucheck.co.uk/pricing/>
- 1.2 Additional locations (sub-organisations) - £12.00 plus VAT each
- 1.3 Additional Authorised Users (following registration) - £6.00 plus VAT each

These are our standard charges which may be subject to change between the Customer and uCheck in accordance with this Agreement.

Our pricing structure and Fees for Applications are displayed on our website <https://www.ucheck.co.uk/pricing/>

PAYMENT METHODS

- 2 The Customer hereby authorises uCheck to bill such Direct Debit or debit or credit card, or other payment method as elected:
 - 2.1 on or after the Commencement Date for the Set-up Fee; and/or
 - 2.2 for the Application Fees payable as determined by uCheck in accordance with this Agreement.

3 Direct Debit

- 3.1 In the case of payment by Direct Debit, the Customer shall on the Commencement Date provide uCheck with valid, up to date and complete information in order to permit uCheck to set up a Direct Debit. The Customer shall also provide any other relevant valid, up to date and complete contact and billing details as may be necessary for collection of the Fees from the Customer's nominated bank account. The Customer authorises uCheck to collect such Fees as may be due to it pursuant to clause 9 of the Agreement and this Schedule 1.
- 3.2 uCheck may allow the Customer to pay the Application Fees by way of Direct Debit where they make levels of use of the Service which, in uCheck's reasonable opinion, merit payment by Direct Debit.
- 3.3 uCheck reserves the right to credit check Direct Debit Customers upon commencement of the Services. The credit score is monitored on a regular basis to ensure the Customer maintains a healthy credit rating. uCheck reserves the right to withdraw the Direct Debit facility at any time if a satisfactory score is not maintained.
- 3.4 uCheck reserves the right to request a Retainer for Customers who do not pass the independent credit check which, if requested, shall be paid by the Customer prior to the Services commencing.
- 3.5 uCheck reserves the right to settle any unpaid amounts or invoices arising from vetting and screening checks from the Retainer held on the Customer's behalf.

- 3.6 Any Retainer received by uCheck will be held in a general client account, the Customer is unlikely to receive as much interest as they might have obtained had they held and invested the money themselves. The Retainer shall be held by uCheck and returned to the Customer within 30 days of termination or expiry of this Agreement less any amounts that uCheck is entitled to retain as payment for Fees and/or expenses as set out in this Agreement. uCheck shall be entitled to retain the interest accrued, uCheck will return any held Retainer within 30 days of such time as the Customer's Credit score reaches the required level.
- 3.7 uCheck holds Customer's Direct Debit mandates on file for a minimum of 12 months. uCheck reserves the right to cancel Direct Debit mandates in the event that the Customer has not completed any checks in the previous 12 months.
- 3.8 For Customers choosing to pay by Direct Debit, uCheck shall issue invoices to the Customer in respect of the Fees on the 3th and 18th day of each month.

4 Wallet Facility

- 4.1 Where the Customer utilises the Wallet Facility, the following shall apply;
- (a) Funds can be added using Debit/Credit card or BACS payment (BACS payments will only be accepted as a means to 'top-up' the Wallet Facility);
 - (b) BACS payments will be allocated to the Wallet Facility within 1 working day of receipt of cleared funds save where the correct payment reference has not been included;
 - (c) Card deposits of funds to the Wallet Facility are subject to a maximum cap of £300.00;
 - (d) Funds will be allocated to checks completed on a first in/first out basis;
 - (e) Requests to withdraw funds from the Wallet Facility must be made in writing to accounts@ucheck.co.uk;
 - (f) Withdrawals will be processed within 3 Working Days of receipt of request;
 - (g) Funds will be returned to the last payment method used, for example, a company credit card. If the withdrawal request exceeds the amount last topped up, funds will be returned on a last in/first out basis;
 - (h) No credit facility is offered and if there are insufficient funds held, an Application will not be processed until it is topped up or another payment method is selected.
 - (i) Funds held within the Wallet Facility will be available for all Authorised Users;
 - (j) uCheck accepts no responsibility for the use of Wallet Facility funds by Authorised Users;
 - (k) No interest shall accrue on any funds held in the Wallet Facility;
 - (l) A VAT invoice for Wallet Facility payments will be emailed to the Customer billing contact within 24 hours of payment being taken from the Wallet Facility;

- (m) uCheck reserves the right to settle any unpaid amounts or invoices arising from defaulted payments from the Wallet Facility balance.

Schedule 2– APPLICANT DECLARATIONS AND CONSENT

1 Declaration by Applicant – DBS Consent

The Disclosure & Barring Service will refer the details provided on this application form to government and law enforcement bodies in accordance with any relevant legislation. The details provided to these bodies will be used for identifying possible matches to records held by them. Where such a match is established, data may be released to the DBS for inclusion on any certificate issued. The details provided on this form may be used to update the records held by the bodies specified above. The details provided on this application form may be used to verify your identity for authentication purposes. The DBS may use any information provided by the DBS on a certificate or otherwise held by the DBS to inform any of its barring decisions made under its powers within the Safeguarding Vulnerable Groups Act 2006.

- I have provided complete and true information in support of the application and I understand that knowingly making a false statement for this purpose is a criminal offence.

2 DBS Basic Checks:

I understand that in some cases, uCheck may provide an electronic result directly to [Insert organisation name] prior to me receiving my certificate.

I understand and will ensure that I enter my correct address details on the application form. I understand that once my application has been processed, the DBS will send my basic certificate to my current address as specified on my application or directly to [Insert organisation name] as previously agreed.

- I have read the Basic DBS Check Processing Privacy Policy <https://www.gov.uk/government/publications/dbs-privacy-policies> and I understand how DBS will process my personal data.
- I consent to the DBS providing an electronic result directly to uCheck that has submitted my application. I understand that an electronic result contains a message that indicates either the certificate does not contain criminal record information or to await certificate which will indicate that my certificate contains criminal record information. In some cases the responsible organisation may provide this information directly to my employer prior to me receiving my certificate.
- I understand if I do not consent to an electronic result being issued to uCheck Limited who are submitting my application that I must not proceed with this application and I should apply directly to DBS <https://www.gov.uk/request-copy-criminal-record>.
- I understand that to withdraw my consent whilst my application is in progress I must contact the DBS helpline 03000 200 190. My application will then be withdrawn.

3 DS Basic Checks:

[Insert organisation name] is proposing to submit an application to Disclosure Scotland for a basic disclosure. A basic disclosure certificate will contain information about any unspent convictions held in your name or confirm that no such unspent convictions exist.

- I confirm that [Insert organisation name] has confirmed that if Disclosure Scotland indicates that my basic disclosure certificate will contain information, that a recruitment decision about me will not be made until the content of that certificate is considered by [Insert organisation name].
- I understand and give my express consent to [Insert organisation name] submitting an application to Disclosure Scotland on my behalf for a basic disclosure certificate.
- I understand and give my express consent to [Insert organisation name] receiving and viewing my basic disclosure certificate prior to me seeing it.

4 DBS Standard and Enhanced checks:

I understand and will ensure that I enter my correct address details on the application form. I understand that once my application has been processed, the DBS will send my Enhanced or Standard certificate to my current address as specified on my application.

- I have read the Standard/Enhanced Check Privacy Policy for applicants <https://www.gov.uk/government/publications/dbs-privacy-policies> and I understand how DBS will process my personal data and the options available to me for submitting an application.
- I consent to the DBS providing an electronic result directly to uCheck that has submitted my application. I understand that an electronic result contains a message that indicates either the certificate is blank or to await certificate which will indicate that my certificate contains information. In some cases, uCheck may provide this information directly to my employer/ [Insert client organisation name] prior to me receiving my certificate.
- I understand if I do not consent to an electronic result being issued to the registered body submitting my application that I must not proceed with this application and I should submit a paper application form.
- I understand that to withdraw my consent whilst my application is in progress I must contact the DBS helpline 03000 200 190. My application will then be withdrawn.

Schedule 3 – PROCESSING PERSONAL DATA

Processed lawfully, fairly and in a transparent way

As Data Processor performing a service on behalf of our client (the Data Controller), uCheck relies upon the Customers lawful basis in order to process applicant data on our Customers behalf (in accordance with our Customers instructions).

Collected for specific, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes

The purpose of uCheck's processing of Applicant Data is the provision of online vetting and screening Services to Customers and Applicants. The Customer as the Data Controller will inform uCheck of the types of checks to be carried out on the Applicant Data by utilising the product selection.

Adequate, relevant and limited to what is necessary in relation to the purpose for which they are processed

The system has been designed to ensure data minimisation, processing only the data required for the products and services selected. The Applicant Data is processed to meet the legislative and contractual requirements of the Disclosure & Barring Service, Disclosure Scotland, the Home Office, adverse credit and ID document authentication service providers.

Accurate and, where necessary, kept up to date

The Applicant Data collected must meet legislative guidelines and therefore must be current information dated within 3 months of completing a vetting and screening check. Applications that are not completed within this timeframe will be deleted from the system. All Applicant Data is retained in accordance with uCheck's internal Data Retention Policy.

Retained only for as long as necessary

Applicant Data is retained in accordance with the data retention policy and only for as long as necessary. The deletion of Application Data is driven by the Customer (Data Controller). This has been designed to meet the regulatory requirements for the product(s) selected by the Customer. Applicant Data retention is set out in the data retention policy which is available upon request.

Processed securely, in an appropriate manner to maintain security

- *uCheck has developed and continually improves an integrated management system that has been certified as BS EN ISO/IEC 27001:2017 Information Security compliant by a UKAS accredited certification body.*
- *All Applicant Data is transferred securely and is 256bit encrypted. Applicant Data is encrypted at rest.*
- *Data servers are professionally managed and stored offsite in a data centre in the UK with environmental controls applied.*

Applicant Data Retention

Data collected during the application process is retained for the periods set out in the *Data Retention policy* which is available upon request. Where multiple products are selected for a single applicant, the

individual categories of data will be retained to meet the requirements as set out in the *Data Retention Policy*.

Schedule 4– ADDITIONAL TERMS FOR YOTI SERVICES

1 Yoti Specific Customer Terms

1.1 The Customer acknowledges and agrees that when using the Yoti Services:

- (a) the Customer shall not use the Yoti Platform to commit, or with the intention to commit, any unlawful, fraudulent, dishonest, threatening, invasive or improper behaviour;
- (b) Yoti may change the onboarding or verification processes of the Yoti Platform at any time, and uCheck has no control over or responsibility for any such changes;
- (c) uCheck will procure that Yoti performs its verification, authentication and onboarding (where necessary) of each Applicant and/or their Attributes with reasonable care and skill;
- (d) neither Yoti nor uCheck guarantees that the Attributes provided to the Customer in relation to the Yoti Services are true, complete or accurate at any time;
- (e) the Customer shall not use the Yoti Platform to determine if the Yoti Platform is within the scope of a patent;
- (f) the Customer shall not use the Yoti Platform, any Attributes or any generated results to directly or indirectly train any machine learning algorithm;
- (g) the Customer shall only make backup copies of the Yoti Software for the Customer's lawful use, and shall keep a written record of the number and location of copies of the Yoti Software, which the Customer must provide to uCheck and/or Yoti on request, and take all reasonable steps to prevent unauthorised copying of the Yoti Software;
- (h) the Customer shall only use Attributes for its proper and lawful purposes;
- (i) the Customer shall not resell, sublicense, lease, share, transfer, make representations about or otherwise make available any Attribute, Receipt or Yoti timestamped data or any information gleaned from the foregoing to any third party or as part of any joint venture or partnership with any third party without the prior written consent of uCheck and Yoti;
- (j) the Customer shall not store any Attribute or Receipt in any publicly distributed ledger (such as a public blockchain) without prior written consent from uCheck and Yoti (and which may be withheld at uCheck and/or Yoti's absolute discretion);
- (k) any identity documents and/or selfies of suspected fraudsters submitted to the Yoti Platform may be provided to law enforcement or government bodies to help those bodies in their detection and prevention of fraud;
- (l) uCheck shall use commercially reasonable endeavours to procure that the Yoti Platform is generally accessible and usable by the Customer, but uCheck gives no guarantee as to the availability of the Yoti Platform or any component of the Yoti Platform, or in relation to the capacity, latency, responsiveness, accuracy or proper

operation of the Yoti Platform. If uCheck are made aware of any defect affecting the operation of the Yoti Platform, uCheck will use reasonable endeavours to procure that Yoti takes reasonable steps to restore the proper operation of the Yoti Platform in all material respects as soon as reasonably practicable, but uCheck gives no guarantees in relation to response times, fix times or otherwise;

- (m) Yoti monitors onboarding experience and wait times by country and document type, and may take such steps as Yoti sees fit in order to manage traffic in relation to the Yoti Services, including withdrawing support for certain groups of individuals or documents and/or deprioritising checks for particular document types.

2 Third Party Services

- 2.1 Yoti may, in its sole discretion, choose to make Third Party Services available to the Customer via the Yoti Platform, but the Customer acknowledges and agrees that neither uCheck nor Yoti shall be under any obligation to make such Third Party Services available. uCheck and Yoti reserve the right to withdraw the provision of any Third Party Service via the Yoti Platform at any time without giving the Customer any prior notice.
- 2.2 The Customer's use of Third Party Services will be governed solely by the terms and conditions of the relevant Third Party Services provider and neither uCheck nor Yoti accept any responsibility or liability to the Customer or any third party in relation to any Third Party Services provided. If the Customer has an issue with, or a claim arises in connection with, any such Third Party Services, Yoti may give assistance to the Customer (at the Customer's cost) to resolve the issue or pursue the claim but shall have no obligation to do so.
- 2.3 Neither uCheck nor Yoti guarantees that any Third Party Service is suitable for any particular purpose. As between uCheck, Yoti and the Customer, any Third Party Services are provided "as is" and uCheck and Yoti disclaim any and all implied or express representations, warranties, terms or conditions in connection with such Third Party Services.

3 Termination and Suspension of the Yoti Services

- 3.1 Notwithstanding clause 14 of this Agreement, uCheck may terminate, in whole or in part, the Yoti Services:
 - (a) at any time on 30 days' notice; and
 - (b) with immediate effect on written notice to the Customer if the Customer commits a material breach of any term of this Agreement which is relevant or applicable to the Yoti Services.

4 Yoti Services Intellectual Property Rights

- 4.1 uCheck warrants that the Customer's use and access of the Yoti Platform shall not infringe the Intellectual Property Rights of any third party, provided that the Customer's use of the Yoti Platform is strictly in accordance with this Agreement. The Customer acknowledges and agrees that if the use of any Intellectual Property Rights comprised in the Yoti Platform are determined by a court of competent jurisdiction to infringe the Intellectual Property Rights of any third party, then uCheck and/or Yoti may, at their discretion, do any of the following:

- (a) secure a licence or other right to continue use of the relevant third party intellectual property right as part of the Yoti Platform;
- (b) replace the relevant part of the Yoti Platform; or
- (c) suspend or terminate provision of the relevant part (or, if necessary, the whole) of the Yoti Platform,

and such steps shall constitute the Customer's sole remedy in respect of any such infringement.

5 Limitation of Liability in respect of the Yoti Services

- 5.1 Notwithstanding clause 1.213.5.2, uCheck's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Yoti Services shall be limited to the total amount paid by the Customer to uCheck for the Yoti Services in the 12-month period prior to the date on which the circumstances giving rise to the liability first arose.