



**End User Licence Agreement  
(EULA)  
v5.7 03/25**



## **VSID End User Licence Agreement**

IMPORTANT – READ THIS CAREFULLY.

THIS AGREEMENT IS A LEGAL DOCUMENT BETWEEN YOU (THE END USER) AND VSID REGTECH GROUP LTD T/A VSID, A COMPANY INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH COMPANY REGISTRATION NUMBER 13058249 AND WHOSE REGISTERED OFFICE IS SITUATED AT LEVEL 18, 40 BANK STREET, CANARY WHARF, LONDON E14 5NR.

BY EITHER ACCEPTING A QUOTATION AND PLACING AN ORDER, CLICKING A LINK TO ANY LICENSED PLATFORM, UTILISING THE SERVICES OR ACCESSING THE SOFTWARE, YOU ARE AGREEING TO ALL OF THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS ENFORCEABLE AS BETWEEN US AND YOU, AS IF INDIVIDUALLY NEGOTIATED AND SIGNED BY YOU.

PLEASE READ THEM CAREFULLY BEFORE TAKING SUCH ACTION. IF YOU DO NOT AGREE TO ANY OF THESE TERMS YOU ARE NOT PERMITTED TO ACCESS AND USE THE SERVICES AND SHOULD NOTIFY VSID OR THE CHANNEL PARTNER (IF APPLICABLE) ACCORDINGLY.

### **TERMS AND CONDITIONS**

These Terms and Conditions shall apply to all use of the Services, as defined below.

## **1. DEFINITIONS AND INTERPRETATION**

1.1. In these Terms and Conditions the following definitions shall apply:

<b>Acceptable Use Policy</b>	VSID's Acceptable Use Policy, attached to the Quotation and subject to which all Services are provided, which may be updated by VSID in its absolute discretion from time to time;
<b>Agreement</b>	the Order, these Terms and Conditions and the Schedules to these Terms and Conditions which in the case of conflict rank in the order of precedence set out above;
<b>API</b>	an application programming interface that allows the creation of applications to access the features or the data of the VSID operating system, or other Services;
<b>Authorised User</b>	those employees of the End user or any of the End user's Group Companies who are authorised by the

	End user to use the Services and Documentation in accordance with the Agreement;
<b>Business Day</b>	Monday to Friday (excluding public and bank holidays in England);
<b>Channel Partner</b>	a business or entity that is licenced to resell the products and services of VSID;
<b>Charges</b>	all charges for the Services as set out in any Order under this Agreement, and any additional charges payable by the End user for any additional Services or during any Renewal Period;
<b>Commencement Date</b>	the date specified as the commencement date of the Agreement, as specified on the Order;
<b>Confidential Information</b>	any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) End user Information, information regarding the business, affairs, customers, end users, suppliers, operations, processes, product information, knowhow, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party;
<b>Credits</b>	has the meaning given in Clause 8 (Subscription Services Charges);
<b>Customer User</b>	any user of the Services, who is not an Authorised User, who has been approved by VSID at the request of the End user to use the Services;
<b>Data Protection Legislation</b>	the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

<b>Documentation</b>	any operating manuals, user instructions and technical literature related to the operation or use of the Services provided by VSID, in whatever format, including as set out on the VSID website at <a href="http://www.vsid.com">www.vsid.com</a> and on the Licensed Platform;
<b>Document Library</b>	the template documents that the Services are trained to recognise, and process as updated from time to time. This shall include all documents supported within the Service and where selected on the Order. This shall also include the VSID ID Capture documents supported within the Services unless otherwise specified in the Order;
<b>End User</b>	the organisation, firm, company or public authority named on the Order that accesses the Services;
<b>End user information</b>	all data and any other materials provided or otherwise made available to VSID by or on behalf of the End user;
<b>Event of Force Majeure</b>	any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party's own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers); epidemic; compliance with any law or governmental order, rule, regulation or direction that is imposed without prior notice or consultation and which could not have been foreseen; and/or default, non-performance or late performance of suppliers or sub-contractors;
<b>Group Company</b>	in relation to a Party, that Party, any subsidiary or holding company from time to time of the Party and any subsidiary from time to time of a holding company of that Party, as defined by s1159 of the Companies Act 2006, as amended from time to time;
<b>Initial Period</b>	the period specified on the Order starting on the Commencement Date;
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in

get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the World;

<b>Licence Fair Usage Limit</b>	the maximum number of Licence Usage Instances and Server Installations allowed under the terms of a Licence Package as set out in the Order;
<b>Licence Package</b>	the scope of the Licence granted to the End user for the use of the Services specified in the Order;
<b>Licence Package Duration</b>	the period during which the End user and the Permitted Users may use the Services under the terms of a given Licence Package as set out in the Order;
<b>Licence Package Start Date</b>	has the meaning set out in Clause 8.3;
<b>Licence Package Term</b>	the Licence Package Duration and any Renewal Period for that Licence Package;
<b>Licensed Platform</b>	the digital operating system on which software applications may be accessed and run in accordance with the Services set out and described in the Order;
<b>Licence Usage Instance</b>	the use of the Services by the End user, a Permitted User in relation to a single Data Subject;
<b>Order</b>	a Quotation accepted by the End user in accordance with Clause 3.2;
<b>Output Material</b>	all information provided to an End user by VSID in whatever form/media including the results of any enquiry or search, reports, certificates or management information relating to the End user's use of the Services;
<b>Party</b>	a party to this Agreement and Parties shall be construed accordingly;

<b>Permitted User</b>	Authorised Users and any Customer Users subject to any restrictions on the number of Permitted Users set out in the Order;
<b>Platform Usage Fee</b>	the annual fee payable by the End user for access to the Licensed Platform provided by VSID as part of the Services (as more particularly described on the relevant Order);
<b>Professional Services</b>	the professional services as indicated on the Order and provided in accordance with the terms of Schedule 1;
<b>Professional Services Day Rate</b>	the daily Charge specified in the Order for any Professional Services provided by VSID in addition to those set out in the Order;
<b>Quotation</b>	the offer issued by email to the End user setting out the terms (including these Terms and Conditions) upon which VSID offers to provide the Services to the End user;
<b>Renewal Period</b>	has the meaning given in Clause 2.2;
<b>Services</b>	all or any of the Subscription Services and the Professional Services;
<b>VSID</b>	VSID, a trading style of VSID RegTech Group Limited a company registered in England and Wales with company number 13058249 and registered address located at Level 18, 40 Bank Steet, Canary Wharf, London E14 5NR including its authorised sub-contractors and agents;
<b>VSID Digital Onboarding Suite of Applications</b>	a collection of services and applications that work together in a configurable manner for eSignature and ID verification as part of an onboarding journey solution;
<b>Software</b>	any online software application provided by VSID as part of the Services;
<b>Subscription Services</b>	the subscription services identified on the Order (which for the sake of clarity shall include API) and provided to the End user under this Agreement via the Licensed Platform, or such other address as is notified to the End user, as more particularly described in the Documentation;

<b>System Administrator</b>	the individual(s) named as such on the Order or their replacement(s) as notified to VSID or the Channel Partner by the End user who will be familiar with the use of the Software and Services and be the first point of contact for all Permitted Users of the Service;
<b>UK Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>User IDs</b>	has the meaning given to it in Clause 5.2.1;
<b>Virus</b>	any one thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to writing or written includes faxes and e-mail.

- 1.9. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. TERM OF THE AGREEMENT**

- 2.1. This Agreement will start on the Commencement Date and, unless terminated earlier in accordance with its terms, continue for so long as the End user is able to access the Services under any Licence Package.
- 2.2. The first Licence Package shall commence on the Commencement Date and continue for the Licence Package Duration. Unless otherwise specified in the Order, on expiry, the End User must confirm to VSID its intention to renew the Licence, or otherwise, no later than 30 days before its expiry.

## **3. QUOTATIONS AND ORDERS**

- 3.1. A Quotation shall be issued to the End user for the Services that the End user has requested, which will be sent to the End user by email. The Quotation shall set out all relevant information including but not limited to the relevant Licensed Package, the Licensed Package Duration, the Charges and the terms upon which the Services shall be provided (including this Agreement).
- 3.2. If the End user wishes to proceed with the Services the End user shall accept the Quotation using the link provided within the emailed Quotation (at which point a confirmed order is placed for the Services) (Order) and unless and until the Quotation is accepted in accordance with this Clause, VSID shall have no obligation to provide any Services to the End user.
- 3.3. Each Order will incorporate the terms of this Agreement, and be made on those terms, without amendment. All other terms, including any terms and conditions of purchase of the End user are hereby excluded.
- 3.4. Where the End user takes any additional Licence Packages after the Commencement Date, or alters any existing Licence Packages
- 3.4.1. the additional Licence Package shall be added to the existing Service, or
- 3.4.2. the existing services shall be cancelled and superseded by a new service containing the new Licence Package and in each case this shall be effected via a new Order setting out all relevant details including any changes to the License Package Duration and Charges.

## **4. PROVISION OF THE SUBSCRIPTION SERVICES**

- 4.1. VSID will provide the End user with the Subscription Services set out in the Order in accordance with the terms of this Agreement.
- 4.2. VSID hereby grants to the End user a non-exclusive, non-transferable right, without the right to grant sub-licenses, to permit the Permitted Users to use the Subscription Services and the Documentation during the Licence Package Term solely for the internal business operations of the End user



and its Group Companies (and, in relation to any Customer User, the internal business operations of the Customer User).

- 4.3. Where the End user requires access to the Subscription Services for a user other than an Authorised User it shall request permission from VSID or the Channel Partner where applicable (who, in turn, shall request permission from us) to grant that user access to the relevant Subscription Services, such request to be made in writing. Where VSID, in its absolute discretion, consents it shall confirm permission to the End User or Channel Partner in writing and such End User shall be deemed a Customer User for the purposes of this Agreement. Only Customer Users authorised under this Clause shall be entitled to use the Subscription Services.
- 4.4. The rights granted to the End user under Clauses 4.2 and 4.3 shall, at all times, be subject to the Licence Fair Usage Limits and Acceptable Use Policy (AUP).
- 4.5. Notwithstanding any provision in this Agreement to the contrary, the End user shall be solely responsible to VSID for use of the Subscription Services by all Permitted Users. The End user indemnifies VSID on a continuing basis for all losses that VSID may suffer as a result of a failure by a Permitted User to observe the terms and conditions of this Agreement subject to the limit set out in clause 18 of this Agreement.
- 4.6. The End user acknowledges and accepts that VSID may, in providing the Subscription Services:
  - 4.6.1. change the technical specification of the Subscription Services for operational reasons. In doing so, VSID shall use reasonable endeavours to ensure that any change to the technical specification does not materially reduce or cause a substantial detriment to the performance of the Subscription Service;
  - 4.6.2. suspend the use of the Subscription Service for operational reasons such as repair, maintenance or improvement or because of an emergency. In such circumstances, VSID shall give the End user as much online, written or oral notice as is reasonably possible and shall use reasonable endeavours to ensure that the Subscription Service is restored as soon as reasonably possible following suspension.
- 4.7. Unless otherwise specified in the Order, the Subscription Services shall be accessed by way of a password protected account set up in the Licensed Platform.
- 4.8. VSID shall use reasonable endeavours to provide Services in accordance with any timetable agreed with the End user. However, the End user acknowledges and accepts that any dates given by VSID are estimates only and may be altered dependent upon the End user's timely co-operation with VSID as well as other factors outside of VSID's reasonable control.

## **5. USE OF THE SUBSCRIPTION SERVICES**

- 5.1. In relation to the Permitted Users, and use of the Subscription Services, the End user shall:
  - 5.1.1. only use the Subscription Services for the purpose of electronic document exchange, capturing, processing, verifying and storing identity documentation and identity data belonging to the End user's customers or employees in accordance with Data Protection Legislation;
  - 5.1.2. only use the Subscription Services in accordance with the Licence Fair Usage Limits and AUP;
  - 5.1.3. at all times act in accordance with all applicable laws and all necessary consents;
  - 5.1.4. ensure that it has a minimum of one System Administrator (maximum of three) who is familiar with the use of the Subscription Services and can act as the first point of contact for all Permitted Users;
  - 5.1.5. promptly inform us and/or the Channel Partner of any changes to the End user's System Administrator's contact details;
  - 5.1.6. provide the telecommunications and network services and correctly configured equipment needed to connect to the Subscription Services;
  - 5.1.7. be responsible for configuring and managing access to the Services including configuring the End user's network, firewall, DNS, routers and personal computers.
- 5.2. In relation to the Permitted Users, the End user undertakes that:
  - 5.2.1. it shall be responsible for the security and proper use of all user identities (User IDs) and passwords used in connection with the Subscription Services (including maintaining and enforcing a robust password policy);
  - 5.2.2. it shall take all necessary steps to ensure that User IDs and passwords are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties;
  - 5.2.3. it shall be responsible for all Charges for the Subscription Services where its User ID has been used to access the Subscription Services;
  - 5.2.4. the maximum number of Permitted Users that it authorises to access and use the Subscription Services and the Documentation shall not exceed the Licence Fair Usage Limits;
  - 5.2.5. each Permitted User shall keep a secure password for use of the Subscription Services and Documentation, that such password shall be changed frequently and that each Permitted User shall keep his password confidential;

- 5.2.6. it shall maintain a written, up to date list of current Permitted Users and provide such list to VSID within five (5) Business Days of VSID's written request at any time or times;
- 5.2.7. it shall immediately inform us and/or the Channel Partner if it believes (or reasonably believes that there is a risk) that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 5.3. VSID reserves the right to:
  - 5.3.1. suspend the Subscription Services in whole or in part, or suspend User ID and password access to the Subscription Service if at any time VSID reasonably believes that there is or is likely to be a breach of security or misuse of the Subscription Service; and/or
  - 5.3.2. require the End user to change any or all of the passwords used by the End user in connection with the Subscription Service.
- 5.4. The End user shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that:
  - 5.4.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 5.4.2. facilitates illegal activity;
  - 5.4.3. depicts sexually explicit images;
  - 5.4.4. promotes unlawful violence;
  - 5.4.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 5.4.6. is otherwise illegal or causes damage or injury to any person or property;and VSID reserves the right, without liability or prejudice to its other rights to the End user, to disable the End user's access to any material that breaches the provisions of this Clause. The End user acknowledges that VSID shall access and monitor its use of the Services to ensure compliance with this Clause.
- 5.5. The End user shall not:
  - 5.5.1. except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the Parties:
    - (a) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 5.5.2. access all or any part of the Subscription Services and/or Documentation in order to build
  - (a) a product or service which competes with the Subscription Services and/or the Documentation or
  - (b) a product or service which is the same as or substantially similar to the Software or Subscription Services; or
  - (c) a mobile application in addition to or as a replacement for the End user App or End user Website;
  - (d) a product or service other than the End user App or End user Website;
  - (e) a product or service that misappropriates any other products or services of VSID from time to time;
- 5.5.3. license, sub-licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services and/or Documentation available to any third party except the Permitted Users, or
- 5.5.4. attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Documentation, other than as provided under this Clause 5;
- 5.5.5. use the Subscription Services for the purposes of obtaining third party Personal Data or information belonging to Data Subjects where the End user does not have the relevant permission or consent from the Data Subject in accordance with the Data Protection Legislation.
- 5.6. The End user shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify VSID.
- 5.7. The rights provided under this Clause 5 are granted to the End user only, and shall not be considered granted to any Group Company of the End user, nor to any Customer User or Group Company of any Customer User.
- 5.8. The End user shall inform VSID and/or the Channel Partner, without undue delay, of any changes to the information which the End user supplied within the Order.
- 5.9. The End user acknowledges that VSID shall monitor and audit the End user's use of the Subscription Services in order to establish compliance with this Agreement. The End user shall provide all such reasonable access and assistance as VSID may require in order to carry out such monitoring and auditing. If VSID detects a breach of the Agreement by the End user in

its use of the Subscription Services, then (without prejudice to any other right or remedy it may have)

- 5.9.1. it may undertake a physical audit of the use of the Subscription Services and any End user Information connected to such use; and
  - 5.9.2. prevent any unauthorised potential user from accessing the Subscription Services or the Licensed Platform; and
  - 5.9.3. suspend the End user's use of the Subscription Services and/or the Licensed Platform.
- 5.10 VSID cannot be held liable under any circumstances for any decision made by the End User in respect of an identity validation process undertaken by us. The role of VSID is to process and collate the identity data on behalf of its End User to generate a report detailing the results and to provide a confidence level based upon such information. This process is carried out with complete impartiality and without prejudice and it is at the sole discretion and responsibility of the End User how it uses the information and reports provided.
- 5.11. A breach of this Clause 5 shall be a material breach of this Agreement which cannot be remedied for the purposes of Clause 18.4.1 of this Agreement.

## **6. PROFESSIONAL SERVICES**

- 6.1. Where selected on an Order, VSID shall provide Professional Services to the End user to support with the integration of the Software and Services into the End user's systems. The scope of such Professional Services shall be as set out in the Order and the terms set out in Schedule 1 shall also apply.
- 6.2. If the End user requires additional Professional Services in excess of that set out on the Order, the End user agrees to pay VSID's professional services day rate applicable at that time, for such additional Professional Services.
- 6.3. VSID shall use reasonable endeavours to provide Professional Services in accordance with any timetable agreed with the End user. However, the End user acknowledges and accepts that any dates given by VSID are estimates only. Delivery dates for the Professional Services may be altered dependent upon the End user's timely co-operation with VSID as well as other factors outside of VSID's reasonable control.
- 6.4. Professional Services shall be invoiced and paid in accordance with the terms of the Order and where the Order fails to make provision for payment, in accordance with Clause 9 (Charges and Payment).

## **7. SUPPORT SERVICES**

- 7.1. All support services shall be provided to the End User or Channel Partner by VSID as per its [Service Level Agreement](#).

- 7.1.1. Where a Channel Partner is providing first line support to the End User, VSID shall have no obligation to provide any support services to the End user, even in the absence of such services from the Channel Partner, excepting in the event of a server breakdown emergency; nor
- 7.1.2. any liability to the End user for any losses suffered by the End user as a result of any support or other services provided to the End user by the Channel Partner, its employees, subcontractors or agents.

## **8. SUBSCRIPTION SERVICE CHARGES**

- 8.1. In order to access the Subscription Services, the End user shall:
  - 8.1.1. pay the Platform Usage Fee identified on the Order, which shall give access to the Licensed Platform identified on the Order for the Licensed Package Duration, and
  - 8.1.2. purchase all such credits (Credits) necessary to access the Subscription Services identified on the Order, and
  - 8.1.3. where set out in the Order, pay all Charges associated with the provision of API.
- 8.2. The End user shall only be entitled to use Credits to access Subscription Services if it has paid the Platform Usage Fee relevant to those Subscription Services.
- 8.3. Where an End user has failed to pay the Platform Usage Fee (whether for the Initial Period or for any Renewal Period) the Licensed Package Duration shall, in any event commence on the date upon which the Parties intended it to start, as set out in the Order (Licensed Package Start Date), but the End user shall have no access to the Licensed Platform or the Subscription Services until the Platform Usage Fee has been paid in accordance with the payment terms set out in the Order.
- 8.4. If the Platform Usage Fee has not been paid within three (3) months of the Licensed Package Start Date VSID shall cancel the Services and (in its discretion) terminate the Agreement. All unused Credits shall be cancelled (and no refund shall be given) and the End user shall remain liable for the unpaid Platform Usage Fee, which shall be immediately due and payable.
- 8.5. A Digital Exchange Credit and its Usage is defined against each VSID Platform Licence type as detailed in the table below:

## VSID Platform Options and Digital Exchange Credit Usage

### SmartSign: Standard Electronic Signature (SES) Platform

#### **1 x Transactional Digital Exchange Credit includes:**

One permitted recipient (Signer) and use of the self-sign feature together with name check login with access to all permitted platform functions and built in document and eSignature management workflows where applicable (refer to plan options for more details) and up to 6 documents/100 pages uploads to a maximum of 30MB\*

#### **1 x Extra Digital Exchange Credit allows:**

- a) Up to 1 permitted recipient (signer) per transaction (limited to a maximum of 99 recipients)

### SmartSign: Advanced Electronic Signature (AES) Platform

#### **1 x Transactional Digital Exchange Credit includes:**

One permitted recipient (Signer) and use of the self-sign feature together with name check login and OTP/MFA access to all permitted platform functions and built in document and eSignature management workflows where applicable (refer to plan options for more details) and up to 18 document/1000 page uploads to a maximum of 50MB\*. VSID digitally signed eSignature and Document Authentication Certificate.

#### **1 x Extra Digital Exchange Credit allows any of the following:**

- a) Up to 4 permitted recipients (Signers) per credit per transaction (limited to a maximum 99 recipients)
- b) Up to 1 witness
- c) Up to 5 x Corporate Seals (maximum 15 per transaction)
- d) Up to 18 documents/1000 pages, subject to a maximum 50MB upload limit and 50 documents per folder

#### **1 x Additional Upload Credit**

1 x credit per extra 50MB (up to a maximum of 200MB)

### SmartCheck – ID Credit Usage

(Special usage terms & conditions & tariff apply)

#### Advanced ID Validation

1 x Real-time 3D liveness and likeness with ID document check (eg. passport/driving licence)

<p><u>NFC Qualified ID &amp; eSignature Validation</u></p> <p>1 x Real-time 3D liveness and likeness with ID document check with e-chip identity and eSignature verification</p>
<p><b>SmartCheck – Source of Funds</b> (Special usage terms &amp; conditions &amp; tariff apply)</p>
<p><u>For Checks on Individuals and Businesses</u></p> <p>3 x FCA (Financial Conduct Authority) approved Open Banking Source of Funds Check</p> <p>(Open banking source of funds is provided by VSID in partnership with Finexer Limited)</p>
<p><b>SmartCheck – KYC UK Address &amp; Credentials Check</b> (Special usage terms &amp; conditions &amp; tariff apply)</p>
<p><u>For Checks on Individuals</u></p> <p>1 x Personal address and data check covering 3 UK addresses via: Electoral Register, UK ID Database, National Credit Database, Mortality Database</p> <p>(Commercial and personal data validation carried out by VSID and in partnership with CreditSafe UK Limited and GB Group plc)</p>
<p><b>SmartCheck – Enhanced KYC/AML Address &amp; Credential Report</b> (Special usage terms &amp; conditions &amp; tariff apply)</p>
<p><u>For Checks on Individuals</u></p> <p>1 x Personal address and data check covering 3 UK residential addresses via: Electoral Register, UK ID Database, National Credit Database, Mortality Database, Cifas fraud report, Global Politically Exposed Person (PEP) Databases, Global Sanctions Database</p> <p>(Commercial and personal data validation carried out by VSID and in partnership with CreditSafe UK Limited and GB Group plc)</p>

Please refer to the latest product data sheets for detailed information and your licence terms.

## 9. CHARGES AND PAYMENT

- 9.1. The End user agrees to pay all Charges in accordance with this Agreement and any Order.
- 9.2. For the avoidance of doubt, if the Channel Partner fails to make payment to VSID of any invoice due in relation to Services provided to the End user, then so long as this does not directly result from any act or omission of the End user, this shall not constitute non-payment by the End user of Charges for the purposes of this Clause and the Agreement and all remedies available to VSID against the Channel Partner for non-payment shall accrue to VSID.



- 9.3. The End user shall pay all Charges due under this Agreement to VSID within twenty-eight (28) days of the date of the invoice unless otherwise specified in the Order.
- 9.4. If specified in the Order that the End user is to pay the Charges in advance or by direct debit, or bank transfer, then the End user shall make payments on or before the date specified in the Order and by the method stated in the Order.
- 9.5. Charges shall be invoiced and paid in pounds sterling unless otherwise agreed in the Order. Where applicable, Value Added Tax (or any other applicable tax or charge in a country where the Services are provided) will be added to the Charges.
- 9.6. If the End user fails to pay any part of the Charges when due,
- 9.6.1. without liability to the End user VSID may disable the End user's password, account and access to all or part of the Services and VSID shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid, and
- 9.6.2. the End user shall be liable to pay VSID interest on such part of the Charges as are unpaid from the due date for payment at an annual rate of 8% above the base lending rate of Barclays Bank plc from time to time accruing at a daily rate until payment is made in full in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.7. The End user shall make all payments due under this Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 9.8. If the End user breaches any term of this Agreement and the End user has received preferential pricing or payment terms under this Agreement, any preferential pricing or payment terms shall cease to apply immediately upon VSID's notice to the End user. At VSID's sole discretion, if the End user's breach is capable of remedy, VSID may specify in the notice a time period within which the End user must remedy the breach to avoid the cessation of the preferential pricing or payment terms. In the event that any preferential pricing or payment terms cease to apply pursuant to this Clause, VSID's standard pricing and payment terms will apply in respect of the End user's continued use of the Services and use throughout the entirety of the Initial Period and any Renewal Period (including the End user's use of the Services prior to such cessation) and the End user shall account to VSID immediately upon written demand for any shortfall in the Charges paid by the End user.
- 9.9. If the End user has received preferential pricing or payment terms under this Agreement or if the standard pricing or payment terms that applied on the Commencement Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, VSID's

standard pricing and payment terms will prevail in respect of the End user's continued use of the Services after the Initial Period.

- 9.10. After the expiry of the Initial Period VSID shall be entitled to increase the Charges by giving the End user not less than thirty (30) days' notice of the change. For the avoidance of doubt, VSID shall not revise the Charges before the end of the Initial Period. Following the end of the Initial Period, VSID reserves the right to renegotiate any increase in the Charges with the End User.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. The End user acknowledges that all Intellectual Property Rights in the Software, Documentation, the Services and the Output Material belongs to VSID and/or VSID's third party Licensors. Except as expressly stated herein, this Agreement does not grant the End user any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, Documentation, the Services and the Output Material.
- 10.2. VSID shall retain the property and copyright in the Documentation supplied to the End user in connection with the Agreement and it shall be a condition of such supply that, save in relation to Permitted Users, the contents of the Documentation shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of VSID.
- 10.3. VSID shall retain all Intellectual Property Rights in all and any developments to the Software, Services, Documentation and Output Material (including any interfaces developed, produced, created or generated as a result of the provision of Professional Services or Standard Support Services to the End user) including any documents added to the Document Library as a result of any request by the End user for the addition of new document types.
- 10.4. VSID acknowledges that all End user Information belongs and shall continue to belong to the End user. The End user grants to VSID a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the End user Information to enable VSID to provide the Services and carry out its obligations under this Agreement.

## **11. IPR CLAIM**

- 11.1. If any third party makes or threatens to make a claim against VSID, the End user or one of VSID's third party suppliers that the use of the Software and/or Services and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, VSID shall be entitled to do one or more of the following (in its sole discretion):

- 11.1.1. suspend or withhold any part of the Services that is subject to the infringement claim made by the third party;
- 11.1.2. modify the Services, or item provided as part of the Services, so as to avoid any alleged infringement, provided that the modification does not materially and adversely affect the performance of the Services;
- 11.1.3. terminate the Agreement upon written notice to the End user.
- 11.2. Where VSID terminates the Agreement under Clause 11.1.3, VSID's sole liability to the End user as a result of the termination shall be to refund to the End user a pro rata payment of Charges paid in advance equal to the remainder of the relevant Licence Package Term.
- 11.3. VSID shall indemnify the End user against all liabilities, costs, expenses, damages and losses incurred by the End user as a direct result of any third-party making or threatening to make a claim against the End user that the End user's use of the Software and/or Documentation and/or Services and/or Output Material in accordance with the terms of this Agreement infringes that third party's Intellectual Property Rights (a Claim), provided that the End user:
  - 11.3.1. notifies VSID promptly in writing of any Claim specifying the nature of the Claim in reasonable detail;
  - 11.3.2. makes no admission or compromise relating to the Claim or otherwise prejudice VSID's defence of such Claim without the prior written consent of VSID;
  - 11.3.3. allows VSID to conduct all negotiations and proceedings in relation to the Claim; and
  - 11.3.4. gives VSID all reasonable assistance in doing so (VSID will pay the End user's reasonable expenses for such assistance).
- 11.4. The indemnity in Clause 11.2 does not apply to any Claim arising as a result of:
  - 11.4.1. the use of the Software or Services in conjunction with software, materials, equipment and/or services which VSID has not supplied pursuant to this Agreement; or
  - 11.4.2. a breach by the End user of Clause 12.1;
  - 11.4.3. claims caused by designs or specifications made by the End user, or on the End user's behalf; or
  - 11.4.4. use of the Software and/or Services and/or Documentation and/or Output Material by the End user in breach of this Agreement.

## **12. END USER WARRANTIES**

- 12.1. The End user warrants that:

- 12.1.1. it will not use or exploit the Intellectual Property Rights in the Software and/or Documentation and/or Services or Output Material or permit others to use or exploit the Intellectual Property Rights in the Software and/or Documentation and/or Services and/or Output Material outside of the rights granted to the End user in Clause 4.2;
- 12.1.2. it will not use the Software or Documentation or Services or Output Material in breach of any of the terms of Clauses 5;
- 12.1.3. all computers and/or IT systems which VSID is required to use, access or modify as part of the Professional Services are legally licensed to the End user or are the End user's property and that such activities by VSID will not infringe the rights of any third party;
- 12.1.4. the use of the Software and Services in conjunction with any software, equipment, materials and/or services (which are not supplied by VSID) will not infringe the rights of any third party;
- 12.1.5. VSID's compliance with any designs or specifications provided by the End user, or on the End user's behalf will not infringe the rights of any third party,
- 12.1.6. it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the End user and its use of the Services including those which relate to its provision of End user Information,
- 12.1.7. it has and shall maintain at all times all necessary consents, permissions and authorities necessary for it to connect and use API with any other interface or service belonging to a third party,
- 12.1.8. it has and shall maintain throughout the Term all necessary consents and authorisations which it was required by VSID to provide as part of any prequalification process (which shall include but not be limited to registration with the Information Commissioner) which was a precondition of access to the Services, and it shall indemnify, without limit, VSID for all losses, costs and expenses incurred or suffered by VSID by a breach by the End user of this Clause 12.1.

### **13. VSID WARRANTIES**

- 13.1. VSID warrants that:
  - 13.1.1. it is entitled to grant to the End user the permission to use the Services, as set out in Clause 4.2 and as far as it is aware, neither the Software nor the Documentation infringes the Intellectual Property Rights of any third party;
  - 13.1.2. the Services shall, for the term of the Licence Package materially conform with the descriptions provided in the Order and Documentation; and
  - 13.1.3. it will carry out its obligations under this Agreement with reasonable care and skill.

- 13.2. The warranties at Clause 13.1 shall not apply to the extent that any non-conformance is caused by:
  - 13.2.1. the use of the Software or Services by the End user or any permitted User contrary to VSID instructions;
  - 13.2.2. modification or alteration of the Software or Services by any party other than VSID or VSID's duly authorised contractors or agents; or
  - 13.2.3. any use of the Software in conjunction with other products and services not previously authorised by VSID in writing.
- 13.3. In the event of a breach of one or more of the warranties at Clause 13.1, VSID shall, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly, or provide the End user with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the End user's sole and exclusive remedy for any such breach.
- 13.4. VSID shall use reasonable endeavours to ensure that the Software is free from infection, Viruses and/or any other software code that has contaminating or destructive properties,
- 13.5. VSID makes no warranty:
  - 13.5.1. that the use by the End user or any Permitted User of API, and any Services accessed or utilised via API, is or will be compatible with any rules, requirements or guidelines of the owners or the operators of any interface or application that the End user uses with API;
  - 13.5.2. regarding the accuracy or suitability of the templates contained within the Document Library; or
  - 13.5.3. regarding the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Software and Services; or
  - 13.5.4. that the use of the Software, Documentation, Services and/or the Output Material will meet the End user's business requirements, accordingly the End user accepts that the Services were not designed or produced to its individual requirements; or
  - 13.5.5. that the Software and/or Services were designed or produced to its individual requirements and that it was solely responsible for its selection and for ensuring that the facilities and functions of the Software as described in the Order meet its requirements.
- 13.6. The End user acknowledges and accepts that, VSID shall have no responsibility for any errors or failures caused by improper use of the Software or Services.
- 13.7. The End user acknowledges that VSID relies on third party suppliers to provide data to it to enable it to provide the Subscription Services. VSID therefore makes no representation, warranty or commitment and shall

have no liability or obligation whatsoever to the End user in relation to its failure to provide the Subscription Services where such failure is wholly or substantially caused by the failure of one of its third party suppliers.

- 13.8. The End user acknowledges that where the Services provided involve verifying a fraudulently obtained document, VSID shall have no liability to the End user if VSID verifies the document as being authentic and in this regard the scope of the Services and exclusions and restrictions set out in the relevant documentation shall apply.
- 13.9. Where an End user takes API, in accordance with an Order, the End user acknowledges and agrees that
  - 13.9.1. it shall be solely responsible for the use of API, Services and the Licensed Platform in conjunction with any interface, connection or third party service, and
  - 13.9.2. VSID shall have no liability or obligation whatsoever to the End user in relation to any losses suffered by it or any Permitted User as a result of the End user's use of API.
- 13.10. Except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Software and Services and this Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

#### **14. CONFIDENTIALITY AND PUBLICITY**

- 14.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by Clauses 14.3, 14.4 and 14.5 or to the extent necessary for the proper performance of this Agreement.
- 14.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 14.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 14.4. Each Party may disclose the other Party's Confidential Information:
  - 14.4.1. to its or its Group Companies' employees, officers, representatives, advisers and third-party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third-party suppliers to whom it discloses the other Party's confidential information comply with this Clause 14; and
  - 14.4.2. as may be required by law, court order or any governmental or regulatory authority.

- 14.5. For the purposes of Clause 14, Confidential Information shall not include information which:
- 14.5.1. is or becomes generally available to the public (other than through a breach of this Agreement);
  - 14.5.2. is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
  - 14.5.3. is obtained from a third party who is free to disclose it; or the Parties agree in writing is not confidential or may be disclosed.
- 14.6. Notwithstanding the terms of this Clause 14, once the Order has been signed by both Parties, VSID may issue a press release (or if VSID wishes, another form of public communication) relating to the Parties' entry into this Agreement and its subject matter.

## **15. END USER INFORMATION**

- 15.1. The End user shall be responsible for the creation, maintenance and design of all End user Information.
- 15.2. The End user acknowledges that all End user Information shall be the responsibility of the End user and that VSID does not maintain any back-ups of the End user Information and shall not be responsible for any losses that the End user suffers as a result of such End user Information being lost or destroyed as part of the End user's use of the Services.
- 15.3. End user data is only retained for the duration of the transaction and is then returned to the end user with an automatic purge in place of 90 days. End user can opt for shorter duration in which to retrieve the returned data or immediate purge. The name and email address of the End user's client along with the unique transaction reference associated with it will be held securely for six years as evidence of the transaction being carried out.

## **16. DATA PROTECTION**

- 16.1. Both Parties agree to comply with the provisions of the applicable Data Protection Legislation.

## **17. INFORMATION SECURITY AND DATA PROCESSING**

### **17.1 Data Security**

VSID will use reasonable technical and organisational measures to prevent unlawful or unauthorised access, use, alteration, or disclosure of Customer Data in accordance with the provisions of VSID's Cyber Security Policy:

### **17.2 Data Protection**

If a customer is established within the United Kingdom, our Data Protection Agreement (DPA) applies to the processing of any personal data (as defined under the General Data Protection Regulations). DPA document

## **18. LIMITATION OF LIABILITY**

- 18.1. Neither Party excludes or limits its liability for death or personal injury resulting from:
  - 18.1.1. its negligence;
  - 18.1.2. fraudulent misrepresentation; or
  - 18.1.3. any other type of liability that cannot by law be excluded or limited.
- 18.2. The End user does not exclude or limit its liability in respect of Clauses 10 (Intellectual Property Rights), 12 (End user Warranties) 14 (Confidentiality and Publicity) and 16 (Data Protection) of this Agreement.
- 18.3. Subject to Clauses 18.1 and 18.2, each Party's aggregate liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to the greater of:
  - 18.3.1. the licence fee Charges payable in the six (6) month period preceding the breach; or
  - 18.3.2. the sum of five thousand pounds (£5,000).
- 18.4. Subject to Clauses 18.1 and 18.2, neither Party shall be liable for loss of profits, business or anticipated savings, loss or destruction of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 18.5. The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of Clauses 5 (Use of the Service), 10 (Intellectual Property Rights), 14 (Confidentiality) and 16 (Data Protection) of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

## **19. SUSPENSION AND TERMINATION**

- 19.1.1 For the purposes of this Clause 19, written notice shall be validly served on the End user by VSID by email notification to any of the System Administrators identified as such on the Licensed Platform. In addition, VSID shall, in its absolute discretion, provide relevant notification to the Channel Partner, where applicable.
- 19.1.2 For the purposes of this Clause 19, written notice shall be validly served on VSID by the End user by email notification to [cm@vsid.com](mailto:cm@vsid.com).
- 19.2. VSID may suspend all or part of the Services immediately and without notice in the event that the End user breaches or VSID acting reasonably suspects that the End user has committed a material breach of any term of this Agreement.



- 19.3.1 Either Party may terminate this Agreement by giving at least thirty (30) days' prior written notice to the other of such termination to take effect on the expiry of the Initial Period or any Renewal Period.
- 19.3.2 Should either party not wish to renew as stated in Clause 2.2 of this Agreement, then the procedure for terminating in clause 19.3.1 (above) shall apply
- 19.4. Either Party may terminate this Agreement (or, where the terminating party is VSID, part of it) on immediate notice in writing to the other if any of the following applies:
- 19.4.1. the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within ten (10) Business Days of a written notice to do so;
- 19.4.2. the other Party commits a material or persistent breach of this Agreement which cannot be remedied;
- 19.4.3. any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
- 19.4.4. the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 19.4.5. a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven (7) days) upon, the assets of the other Party;
- 18.4.6. an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
- 19.4.7. a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
- 19.4.8. an application for an administration order is issued at court in respect of the other Party;
- 19.4.9. a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
- 19.4.10. any event analogous to any of Clauses 19.4.2 to 19.4.8 above occurs in any jurisdiction.

- 19.5. VSID may terminate the Agreement on immediate written notice if the End user is in breach of any of the warranties set out in Clause 12 (End user Warranties).
- 19.6. If the Agreement is terminated by VSID under any of Clauses 19.3, 19.4 or 19.5, such termination shall be at no cost to VSID. Where VSID terminates the Agreement under Clause 19.4, the End user shall be liable to VSID for all losses, costs, expenses and liabilities which VSID suffers or incurs as a result of the termination and any breach of the Agreement by the End user.
- 19.7. The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.

## **20. CONSEQUENCES OF TERMINATION**

- 20.1. When this Agreement terminates all rights granted to End user under this Agreement in connection with the Services shall cease and the End user shall:
- 20.1.1. cease using the Services or in the case where access to a specific part of the Services has been terminated cease to use the specified part of the Service;
- 20.1.2. immediately destroy or return to VSID (at VSID's option) all copies of the Documentation then in its possession, custody or control and, in the case of destruction, certify to VSID that it has done so; and
- 20.1.3. promptly pay any outstanding and unpaid invoices due to VSID whether the invoice was submitted before or after the termination of this Agreement.
- 20.2.1 The End User acknowledges that on termination by the End User for whatever reason, all unused credits will be cancelled and shall not be refunded and the End user may no longer use them to obtain Services. No refund shall be given for unused credits or Platform Usage Fees
- 20.2.2 In the unlikely event of the Agreement being terminated by VSID, all unused credits will be refunded to the End User unless the End User has been found to be in breach of VSID's EULA (End User Licence Agreement) and/or AUP (Acceptable Use Policy) in which case, no refund will be made.
- 20.2.3 VSID shall immediately disable the End user's access (and those of any Authorised Users and Customer Users) to the Licensed Platform and the Services.
- 20.3. Following termination of the Agreement by either Party under Clause 19.3 or by VSID under Clause 19.4 the End user shall have limited access to the Licensed Platform (depending upon the Services previously paid for) to gain read only access to historic information which was made available in

the previous twelve (12) month period as part of the Services previously provided by VSID.

- 20.4. When this Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 20.5. If VSID terminates this Agreement during the Initial Period following a breach of this Agreement by the End user the End user agrees to pay VSID the Charges due, if any, for the remaining part of the Initial Period in accordance with Clause 19.7.

## **21. DISPUTE RESOLUTION**

- 21.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a Dispute) then the Parties shall follow the procedure set out in this Clause 21, specifically:
  - 21.1.1. either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of VSID and the End user shall attempt in good faith to resolve the Dispute;
  - 21.1.2. if the authorised representatives of VSID and the End user are for any reason unable to resolve the Dispute within ten (10) Business Days of service of the Dispute Notice, the Dispute shall be escalated to senior officers of VSID and the End user who shall attempt in good faith to resolve the matter; and
  - 21.1.3. if the senior officers of VSID and the End user are for any reason unable to resolve the Dispute within thirty (30) Business Days of it being referred to them, the parties will attempt to settle it by way of mediation. Should the parties fail to reach a settlement within twenty-five (25) Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales in accordance with Clause 31.2 of this Agreement.
- 21.2. Notwithstanding Clause 21 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

## **22. EVENT OF FORCE MAJEURE**

- 22.1. Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) consecutive months, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

## **23. NOTICES**

- 23.1. Notices required to be given under this Agreement must be in writing and may be delivered by email, hand or by courier, or sent by first class post to the following addresses:
  - 23.1.1. to VSID at its registered office address and marked for the attention of the Company Secretary or to sk@vsid.com.
  - 23.1.2. to the End user to the System Administrator(s) identified as such on the Licensed Platform.
- 23.2. Any notice shall be deemed to have been duly received:
  - 23.2.1. if delivered by hand or by courier, when left at the address referred to in this Clause 23;
  - 23.2.2. if sent by first class post, two Business Days after the date of posting,
  - 23.2.3. if delivered via the Licensed Platform or by email, as soon as it is issued.
- 23.3. This Clause does not apply to the service of any proceedings or other documents in any legal action.

## **24. VARIATION**

- 24.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **25. ASSIGNMENT**

- 25.1. The End user may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without VSID's prior written agreement (which must not be unreasonably withheld or delayed).
- 25.2. VSID will inform the End user if it assigns or transfers (in whole or part) any of its rights or obligations under this Agreement.

## **26. THIRD PARTY RIGHTS**

- 26.1. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

## **27. ENTIRE AGREEMENT**

- 27.1. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 27.2. The Parties agree that:

- 27.2.1. neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
- 27.2.2. in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

## **28. SEVERANCE**

- 28.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## **29. WAIVER**

- 29.1. No failure or delay by a Party to exercise any right or remedy 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 remedy.

## **30. NO PARTNERSHIP OR AGENCY**

- 30.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 30.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 30.3. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

## **31. GOVERNING LAW AND JURISDICTION**

- 31.1. By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.
- 31.2. 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 and construed in accordance with the laws of England and Wales. Subject to Clause 31.3, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection

with this Agreement or its subject matter or formation including non-contractual disputes or claims.

- 31.3. VSID may elect to bring proceedings against the End user in the courts of any jurisdiction where the End user or any of the End user's property or assets may be found or located.

## **Schedule 1 – Professional Services**

The obligations set out in this Schedule 1 shall apply:

- (1) if the Order shows that the End user has contracted for the Professional Services; and
- (2) the End user has paid for the Professional Services in accordance with the Order.

In such circumstances, this Schedule 1 will apply in addition to the terms of the Agreement. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

### **1. DEFINITIONS**

The following definitions apply to this Schedule 1

<b>Code</b>	means sample code provided by the End user to VSID to use as a template in integrating the Software into the End user's systems;
<b>Service Materials</b>	means any and all works of authorship and materials developed, written or prepared by VSID, in relation to the Professional Services (whether individually, collectively or jointly with the End user and on whatever media) which it is required to deliver to the End user pursuant to the Professional Services, including, without limitation, any and all reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Parties.

### **2. PROFESSIONAL SERVICES**

- 2.1. VSID hereby agrees to provide the Professional Services to the End user in consideration of the Charges set out in the Order and upon these terms and conditions.
- 2.2. Nothing in this Agreement shall operate to prevent VSID from engaging in other professional, consultancy or project management activities.

- 2.3. The End user hereby authorises VSID and VSID's sub-contractors to have such access to the End user's premises, computers and IT systems and other facilities as is necessary in order to perform the Professional Services.
- 2.4. VSID may provide to the End user directly or give the End user access to Example Code. The Example Code is provided as an example to show how the service integration works. Should the End user use the Example Code directly into the End user's systems, the End user does so at its own risk. The Example Code is provided "as is", without warranty of any kind, express or implied and in no event, shall VSID be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Example Code.

### **3. VSID'S RESPONSIBILITIES**

- 3.1. VSID confirms to the End user that the Professional Services:
  - 3.1.1. will be provided in a timely and professional manner and that it shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in 6.1 below);
  - 3.1.2. will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- 3.2. VSID shall be fully entitled to use any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Professional Services in any way it deems fit and any improvements to VSID's existing products and/or service made or developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

### **4. END USER'S OBLIGATIONS**

- 4.1. The End user shall:
  - 4.1.1. make available to VSID such office and support services as may be necessary for VSID's work under this Agreement;
  - 4.1.2. ensure that its employees co-operate with VSID's reasonable requests in relation to the provision of the Professional Services; and
  - 4.1.3. promptly furnish VSID with such information and documents as VSID may reasonably request for the proper performance of the Professional Services.

### **5. EXPENSES**

- 5.1. The Charges for the Professional Services are exclusive of the travel, accommodation and subsistence expenses incurred by VSID and VSID's sub-contractors in attending the End user's premises to perform Professional Services and such expenses shall be invoiced separately by VSID and shall be paid by the End user within twenty-eight (28) days of receipt of an invoice.

- 5.2. Where the End user cancels or rearranges a scheduled meeting VSID reserves the right to charge the End user for all accommodation and travel expenses that have been incurred by VSID.

## **6. TIMETABLE AND DELAYS**

- 6.1. Time of performance of the Professional Services is not of the essence. Where a timetable is agreed and appended to this Agreement (the Timetable), VSID undertakes to use reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable but shall not be liable for any failure to adhere to such Timetable.
- 6.2. If VSID is prevented or delayed from performing any of the Professional Services for any reason which is not directly attributable to VSID's acts or omissions then, notwithstanding anything else contained in this Agreement:
- 6.2.1. If as a result any element of the Service Materials or any other deliverable is not completed by the date specified in the Timetable (where one is agreed) (or by any extended date agreed between the Parties) than any part payment of the Charges for the Professional Services due to be paid on the completion of that element (if any) shall be paid on the scheduled date for such completion (taking into account any extension of time agreed between the Parties) as distinct from the actual date of completion;
- 6.2.2. The End user shall pay to VSID a reasonable sum in respect of any additional time spent and materials and computer time incurred as a result of any such prevention or delay; and
- 6.2.3. The End user shall pay to VSID all other reasonable costs, charges, expenses and losses sustained or incurred by VSID as a result of such prevention or delay.
- 6.3. The End user shall pay to VSID a reasonable sum in respect of any additional time spent and materials and computer time incurred in connection with the provision to VSID of any inaccurate, incorrect or inadequate information or data by the End user or on the End user's behalf.
- 6.4. VSID shall notify the End user in writing without undue delay of any claim which VSID may have under paragraph 6.2 or 6.3 giving such particulars thereof as VSID is then able to provide.

## **7. ALTERATIONS**

- 7.1. If at any time the End user requires VSID to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then the End user shall provide VSID with full written particulars of such alterations and with such further information as VSID may reasonably require. VSID may suggest alterations



to the End user at any time which the End user may then use as the basis for a request under this provision.

- 7.2. VSID shall then submit to the End user as soon as reasonably practicable a written estimate for such alterations specifying what changes (if any) will be required to the Charges hereunder and the Timetable (if applicable) and what adjustments will be required to the Service Materials (if applicable). Such Charges will be calculated in accordance with the Professional Services Day Rates.
- 7.3. Upon receipt of such estimate the End user may elect either:
  - 7.3.1. to accept such estimate in which case this Agreement shall be amended in accordance therewith;
  - 7.3.2. to withdraw the proposed alterations in which case the Professional Services shall continue in force unchanged.
- 7.4. VSID shall be entitled to charge a reasonable fee to the End user for considering such alterations and preparing the said estimate and if the End user's request for such alterations is subsequently withdrawn but results in a delay in the performance of any of the Services then VSID shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.
- 7.5. VSID shall not be obliged to make any alterations to the Service Materials save in accordance with the aforesaid procedure.