

FREE TRIAL PACKAGE TERMS AND CONDITIONS

Version Date: 1st August, 2023

THESE TERMS AND CONDITIONS GOVERN THE FREE TRIAL PACKAGE SERVICES BETWEEN 3-2-1-GOCHECK LIMITED AND CLIENT. PLEASE READ CAREFULLY.

Introduction

- 1. CONTRACTING ENTITY.** The table below sets out the relevant 3-2-1-GoCheck Limited contracting entity for these Terms and Conditions ("**3-2-1-GoCheck Limited**") that will provide the services for the Trial Package based on the Client's jurisdiction as follows:

Client jurisdiction	3-2-1-GoCheck Contracting Entity	Registered Address	Company Number
Europe			
UK	3-2-1-GoCheck Limited	110 Carlton Avenue East, Wembley, HA9 8LY, London, England	13616585
Czech Republic	3-2-1-GoCheck s.r.o.	Osek 130,338 21 Osek Czech Republic	1725630
North America			
Canada	3-2-1-GoCheck via: 13250415 Canada Inc.	909 Bay Street Toronto ON M5S 3G2 Canada	13250415 Canada Inc.
South America			
Guyana	3-2-1-GoCheck	Lot 37, Section A, No.56 Village, Corentyne, Berbice, Guyana	B24914

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No Cost Trial Services

2. **AVAILABLE SERVICES.** The Client may trial the Services listed in Appendix 1 to these Terms and Conditions.
3. **TRIAL PACKAGE LIMITS.** The Trial Package will be for a single use per organisation.
4. **TRIAL PACKAGE EXTENSION.** 3-2-1-GoCheck Limited may agree to extend the use of the Trial Package per organisation in electronic writing to and from the Client.
5. **TRIAL PACKAGE CHARGE.** The Trial Package will be at no financial cost to the Client.
6. **TRIAL PACKAGE END DATE.** The Trial Package shall end when the background checking report is generated. 3-2-1-GoCheck Limited reserves the right to suspend or discontinue, temporarily or permanently, and for any reason, the Client's access to 3-2-1-GoCheck Limited background checking platform (s). The Client agrees that 3-2-1-GoCheck Limited will not be liable for any disruption (suspension or discontinuance) of the Client's access to the background checking platform.
7. **CLIENT OBLIGATIONS 1.** The Client is responsible for acting lawfully and using 3-2-1-GoCheck Limited's background checking platform for the sole purpose of trialing 3-2-1-GoCheck Limited's background checking capabilities. Sharing any password(s) issued by 3-2-1-GoCheck Limited is strictly forbidden. 3-2-1-GoCheck Limited reserves the right to immediately withdraw or suspend access to 3-2-1-GoCheck Limited's Background Checking Platform or the Services and to alter the Client's password(s).
8. **CLIENT OBLIGATIONS 2: 3-2-1-GoCheck Limited's TERMS OF USE.** The Client agrees that it has read and understood 3-2-1-GoCheck Limited's Trial Package Terms of Use.

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9. **CLIENT OBLIGATIONS 3: COMPLIANCE WITH LAW.** The Client must comply with all applicable laws and regulations in respect to its use of the Services and its activities under these Terms and Conditions. All information provided by the Client must be accurate and complete. If the Client does not comply with this clause, 3-2-1-GoCheck Limited reserves the right to suspend or discontinue, temporarily or permanently, and for any reason, the Client's trial. The Client agrees that 3-2-1-GoCheck Limited will not be liable for any suspension or discontinuance of the Client's trial in any way.
10. **CLIENT OBLIGATIONS 4: CHANGE OF CONTACT DETAILS.** The Client must notify 3-2-1-GoCheck Limited in electronic writing if there are any changes to any of its contact details.
11. **CLIENT OBLIGATIONS 5:** The Client agrees to require all Users to provide 3-2-1-GoCheck Limited with full and accurate data either via an online "Submission Form" or through 3-2-1-GoCheck Limited's proprietary application programming interface (the "API") or SDK. To the extent 3-2-1-GoCheck Limited obtains Personal Data (as defined below) not necessary for 3-2-1-GoCheck Limited to provide the Services or which 3-2-1-GoCheck Limited reasonably considers unlawful, harmful, or inappropriate, or infringes third party rights, 3-2-1-GoCheck Limited shall have the right to delete Personal Data without further notice to the Client.
12. **DATA PROCESSING 1: CATEGORIES OF DATA SUBJECTS.** The Candidates (potential employees & tenants) shall include Users, about whom Personal Data is provided to 3-2-1-GoCheck Limited by the Client. "**Candidates**" means any person whose background is being verified by the Client using the Services.
13. **DATA PROCESSING 2: DURATION OF PROCESSING.** The duration of processing will be for the duration of the Trial.
14. **DATA PROCESSING 3: SUBJECT MATTER, NATURE AND PURPOSE OF PROCESSING.** The subject matter, nature and purpose of the processing is to perform the Trial.

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15. DATA PROCESSING 4: PERSONAL DATA PROCESSING TERMS AND CONDITIONS. The full personal data processing terms and conditions are set out in Appendix 2 to these Terms and Conditions.

Confidentiality

16. CONFIDENTIAL INFORMATION. “**Confidential Information**” means information disclosed by one party to the other party in connection with this Agreement that is marked as confidential or, from its nature, content, or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.
17. OBLIGATIONS OF CONFIDENTIALITY. Each party will keep the other’s Confidential Information secure and confidential and will not: (a) use the Confidential Information except for the purposes of the Trial; or (ii) disclose such Confidential Information except to its affiliates, representatives and third-party service providers who need to know it and have agreed to keep it confidential and restrict its use to the same extent that the receiving party has (“Permitted Receivers”). The receiving party is liable for its breach of these Terms and Conditions and any act or omission by a Permitted Receiver which would constitute a breach of this Trial Package Agreement if it were a party to it. The receiving party may disclose Confidential Information (i) when required by law or (ii) where reasonably required in connection with a defence of a legal claim (including any pre-action protocols (for example in response to a letter before claim) and/or settlement discussions). Before the recipient discloses any Confidential Information pursuant to this clause 20 it shall, to the extent permitted by applicable law, give reasonable notice to the disclosing party. The receiving party must promptly notify the disclosing party if it becomes aware of a breach of this clause.

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18. Irrespective of any termination of the Trial, each party's obligations with respect to any Confidential Information it receives under the Trial will expire 1 year from the date of the receipt of the Confidential Information (except with respect to any trade secrets where such obligations will be perpetual).

Intellectual Property

19. NO TRANSFER OR LICENCES. Except as set out in this Agreement, no transfer or licences of intellectual property rights belonging to either party are implied or granted under this Agreement.

Limitation of Liability

19. ENTIRE FINANCIAL LIABILITY. This clause sets out the entire financial liability of either party (including any liability for the acts or omissions of either party's employees, agents and sub- contractors) in respect of: (a) any breach of these Terms and Conditions; and (b) any use made by the Client of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with the Terms and Conditions.
20. HEADS OF LOSS. Subject to clause 23, neither party will be liable under or in connection with these Terms and Conditions for any: (a) loss of profit; (b) loss of anticipated savings; (c) loss of business opportunity; (d) loss of or corruption of data; (e) loss of reputation or goodwill; or (f) special, indirect or consequential losses; suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date of this Trial Agreement). 3- 2-1-GoCheck Limited will not be liable for loss suffered by the Client to the extent 3-2-1-GoCheck Limited cannot independently substantiate a claim since the Client has instructed 3-2-1-GoCheck to delete the underlying Personal Data.
21. TOTAL LIABILITY. Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Trial Agreement will be limited to USD 5,000.

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23. **CONCLUSIONS DRAWN FROM USE OF THE SERVICES.** Subject to clause 23, the Client assumes sole responsibility for workflows, and conclusions drawn from use of the Services.

Termination

24. **TERMINATION.** These Terms and Conditions shall automatically terminate at the end of the Trial.
25. **SURVIVAL.** At termination the continuation of any provision expressly stated to survive, or implicitly surviving termination will not be affected.
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Other Important Information

26. **MODIFICATION OF THE SERVICES.** 3-2-1-GoCheck Limited reserves the right to modify or discontinue, temporarily or permanently, the 3-2-1-GoCheck Limited Dashboard, the Services or any features or portions thereof without prior notice. The Client agrees that 3-2-1-GoCheck Limited will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.
27. **UPDATES TO THESE TERMS.** From time to time, 3-2-1-GoCheck Limited may amend these Terms and Conditions in its sole discretion. 3-2-1-GoCheck Limited will use reasonable endeavours to notify the Client of any material changes by sending the Client an email or posting a notice in the 3-2-1-GoCheck Limited Dashboard. It is the Client's obligation to ensure that it regularly checks, reads, understands and agrees to the most recent version of these Terms. By continuing to access or use the Services, the Client is indicating that it agrees to be bound by the modified Terms.
28. **RIGHTS OF THIRD PARTIES.** If the Client is contracting with:

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a. 3-2-1-GoCheck Limited, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act;

29. GOVERNING LAW AND JURISDICTION. If the Client is contracting with:

a. 3-2-1-GoCheck Limited, these Terms and Conditions and all disputes and claims arising out of or in connection with them are governed by English law. With the sole exception of any application for injunctive relief, the parties irrevocably submit to the exclusive jurisdiction of the English courts;

b. 3-2-1-GoCheck s.r.o., these Terms and Conditions and all disputes and claims arising out of or in connection with them are governed by Czech law. With the sole exception of any application for injunctive relief, the parties irrevocably submit to the exclusive jurisdiction of the courts in Prague in the Czech Republic;

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Appendix 1

Optional Trial Services

3-2-1-GoCheck Limited processes the following data on behalf of Client to provide the Services.

Service Name	Description of Service	Personal Data Processing
Identity Record Check	Third party Searches to cross-reference the personal data provided by the User.	<u>Types of Personal Data:</u> <ul style="list-style-type: none">• Full name• Date of birth• Address and postcode (Client optional)
Document Check	Assesses the likelihood the document supplied provided is genuine.	<u>Types of Personal Data:</u> <ul style="list-style-type: none">• Image(s) of the identity document including details describing the identity document• Information extracted from the Document electronically. For example PII data.
Facial Similarity Check - Selfie	Compares the face displayed on a Document with a facial image captured of the User, to verify that they are the same.	<u>Types of Personal Data:</u> <ul style="list-style-type: none">• Image of the User's face• Image of the face in the identity document <u>Special Types of Personal Data:</u> <ul style="list-style-type: none">• Numerical biometric data

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<p>Facial Similarity Check - Video</p>	<p>Compares the face displayed on a Document with a facial image captured from a video of the User, to verify that they are the same, while requiring the User to undergo liveness detection.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none">• Video of the User• Image of the face in the identity document• Transcribed text data from the video clip (if applicable) <p><u>Special Types of Personal Data:</u></p> <ul style="list-style-type: none">• Numerical biometric data
<p>Facial Similarity Check - Selfie Auto</p>	<p>Automatically (and without any human review) compares the face displayed on an identity document with any other image of a face, to verify that they are the same.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none">• Image of the User's face• Image of the face in the identity document <p><u>Special Types of Personal Data:</u></p> <ul style="list-style-type: none">• Numerical biometric data
<p>Known Faces</p>	<p>(1) Compares the face on an image or video against a database of biometric numerical identifiers of the faces from past checks completed by the Client and alerts if there is a match, and (2) adds the extracted biometric numerical identifier from the face on the image or video to the database in (1). For this service, numerical biometric data is used for the purpose of uniquely identifying a natural person.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none">• Image or video of the User's face• 3-2-1-GoCheck Limited User unique identifier• Check status/outcome with related tracking information <p><u>Special Types of Personal Data:</u></p> <ul style="list-style-type: none">• Numerical biometric data

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<p>Watchlist Report - Standard</p>	<p>Searches third party watchlist, politically exposed persons and sanctions databases to identify whether a User is included in that database.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none"> • Full name • Date of birth (Client optional) • Address and post/zip code (Client optional)
<p>Watchlist Report - AML</p>	<p>Searches third party watchlist, politically exposed persons, sanctions and adverse media databases to identify whether a User is included in that database.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none"> • Full name • Date of birth(Client optional) • Address and(Client optional) post/zipcode
<p>Proof of Address Check</p>	<p>Checks that a non-ID document is a suitable proof of address.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none"> • Full name • Address and postcode • Image of proof of address document and information describing the document
<p>Autofill*</p>	<p>Classifies identity documents and using optical character recognition technology, returns automatically extracted human-readable data from the identity document.</p>	<p><u>Types of Personal Data:</u></p> <ul style="list-style-type: none"> • Image of the identity document and information describing the identity document

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Appendix 2

Personal Data Processing

3-2-1-GoCheck Limited Services:

3-2-1-GoCheck Limited will, for the duration of the Trial and in accordance with these Terms and Conditions, provide and maintain the following services and collect Personal Data as follows

1) Client initiates a check/process and interacts directly with 3-2-1-GoCheck Limited:

Client Interaction Method with 3-2-1-GoCheck Limited	Description	Personal Data Processing
Application Programming Interface (API)	The API is based on REST principles and uses standard HTTP response codes to enable Client to transmit and receive data from 3-2-1-GoCheck Limited	Types of Personal Data: <ul style="list-style-type: none">• 3-2-1-GoCheck Limited User unique identifier• Check status/outcome and related information (e.g., a Report)• Optional data fields selected by Client
3-2-1-GoCheck Limited User Interface	The 3-2-1-GoCheck Limited User interface are the set of screens the Client or Candidate interact in order to submit and request data.	<ul style="list-style-type: none">• IP Address• All data uploaded by Client via 'custom input', "voice", or 'send/receive' features within the Services for use during a submission• All other information processed by 3-2-1-GoCheck Limited relevant to the applicable Services which includes full name, login credentials, usage logs or similar.

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2.) 3-2-1-GoCheck Limited collects additional information directly from Candidates on behalf of the Client:

Data Collection Method	Description	Personal Data Processing
Applicant Form	Enables the User to enter data on an 3-2-1-GoCheck Limited provided form.	Types of Personal Data: <ul style="list-style-type: none">• Images and text-based data (as specified in the relevant check/process)• Email address• Content of email sent to Users as a reminder to complete the Applicant Form
SDK	The SDK provides the Client and Candidate with a drop-in set of user interface screens for mobile (iOS and Android) and web applications to allow the capture of identity documents and facial photographs and videos for the purpose of delivering the Trail Package.	Types of Personal Data: <ul style="list-style-type: none">• Images/video and information describing the images/video (as specified in the relevant check/process)• Telephone number (web SDK only and optional)• Content of SMS (web SDK only and optional)• IP address and associated city/country level location information• Anonymised usage data

Data Processing

DATA PROCESSING 1: PERSONAL DATA. The Client will provide or make available to **3-2-1- GoCheck Limited** or assist **3-2-1-GoCheck Limited** with the collection of information relating to the Candidate if required.

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DATA PROCESSING 2: The Client consents to **3-2-1-GoCheck Limited's** collection, storage, use, disclosure, and destruction of Personal Data (collectively, "**Processing**") to the extent, and in such a manner, as is necessary to provide the Trial Services and to (a) detect and prevent fraud, (b) develop and improve **3-2-1-GoCheck Limited's** services including machine-learning technologies; (c) pseudonymise, aggregate and, where feasible, anonymise the Personal Data to compile statistics, benchmarking and analytics regarding the Services; (d) as necessary to comply with applicable law or regulation; and/or (e) exercise legal rights or defend legal claims.

DATA PROCESSING 3: Client represents and warrants that it taken all required steps to ensure that **3-2-1-GoCheck Limited** may lawfully obtain the Personal Data for the purpose of providing the Services.

3-2-1-GoCheck Limited RESPONSIBILITIES.

3-2-1-GoCheck Limited will:

- Process Personal Data only in accordance with these Terms and Conditions and the Customer's written instructions, including via email and **3-2-1-GoCheck Limited's** online platform;
- inform the Client if, in its opinion, an instruction from the Client infringes any applicable Privacy Laws;
- not disclose or otherwise make available any Personal Data to any third party service provider acting on **3-2-1-GoCheck Limited's** behalf without first (i) imposing contractual obligations on the third party recipient that are substantially similar to those imposed on **3-2-1-GoCheck Limited** under these Terms and Conditions; and (ii) including the third party service provider on **3-2-1-GoCheck Limited's** list of third party service providers before sharing any Personal Data with that third party service provider. **3-2-1-GoCheck Limited** shall make the list of third-party service providers available to the Client,

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, and if the Client objects to any third-party service provider, the Client may terminate the Free Trial Package by giving notice in electronic writing to **3-2-1-GoCheck Limited**. **3-2-1-GoCheck Limited** agrees to remain liable to the Client for such third-party service provider's Processing of Personal Data;

- cooperate and assist the Client in responding to any User's request to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing, or any other rights available to the User under Privacy Laws;
- enable the Client to amend, correct, or delete Personal Data (unless storage of any Personal Data is required for the purposes specified in DATA PROCESSING 2) within the Services
- where requested by the Client and required under Privacy Laws, provide such assistance as the Client reasonably requires (considering the nature of the Processing and the information available to 3-2-1-GoCheck Limited) for the Client to (i) conduct data protection impact assessments; and (ii) consult with data protection supervisory authorities;
- take measures designed to ensure the reliability of all personnel who Process Personal Data by (i) performing background checks upon such personnel (where permissible under applicable law); (ii) assigning specific and necessity-based access privileges to such personnel; (iii) ensuring that such personnel have undergone training in data protection and privacy; and (iv) ensuring that such personnel are bound by obligations of confidentiality; and
- ensure that all Personal Data residing in the United Kingdom or European Economic Area is not transferred out of the United Kingdom or European Economic Area to data recipients in third countries which do not ensure an adequate level of data protection as determined by the European Commission or the Information Commissioner's Office, unless the parties have entered into European Commission and/or Information Commissioner approved Standard Contractual Clauses or other data protection safeguards in compliance with Privacy Laws.

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SECURITY SAFEGUARDS

31. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons and in accordance with a comprehensive information security policy ("**Information Security Policy**"), **3-2-1-GoCheck Limited** will establish, maintain and comply with administrative, physical, technical and organizational safeguards designed to ensure the security and confidentiality of Personal Data and to prevent the unauthorised disclosure of, or access to, Personal Data.
 32. **3-2-1-GoCheck Limited's** Information Security Policy will: (i) implement back-up and disaster recovery systems; (ii) continuously assess risks to the security of Personal Data by (1) assessing the likelihood and potential damage of such risks, taking into account the sensitivity and risk of the Personal Data, (2) identifying internal and external threats that could result in a Security Breach, and (3) conducting penetration testing; and (iv) take appropriate steps to protect against such risks.
 33. **3-2-1-GoCheck Limited** shall promptly resolve all data protection and security issues discovered by the Client and reported to **3-2-1-GoCheck Limited** that reveal a breach or potential breach by **3-2-1-GoCheck Limited** of any of its obligations under these Terms and Conditions or Privacy Law.
- **SECURITY BREACH.** In the event **3-2-1-GoCheck Limited** confirms any breach of security involving its facilities, networks or systems and any unauthorised disclosure of, or access to, Personal Data (each, a "**Security Breach**"), **3-2-1-GoCheck Limited** will (i) promptly notify the Client of the Security Breach; and (ii) provide all reasonable help for the Client to investigate and remedy the Security Breach.

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DESTRUCTION OF PERSONAL DATA.

- Subject to paragraph 5(b), on the earlier of, (i) written instructions from Client, which shall include changes to Client's configuration within the Services, (ii) 3-2-1-GoCheck's maximum data retention period, or (iii) a reasonable period of time after the termination or expiration of this Agreement, 3-2-1-GoCheck's will cease processing and delete Personal Data processed for the provision of the Trial Services (unless storage of any Personal Data is required for purposes specified in Clause 1.1).
- All other Personal Data processed by 3-2-1-GoCheck (including Personal Data processed for backup and logging purposes) or on behalf of 3-2-1-GoCheck's (including Personal Data processed by third parties) is deleted in accordance with 3-2-1-GoCheck's Terms & Conditions for Data Processing