



## 1. Verify by Tiller – End User Terms

### 2. PLEASE READ THESE LICENCE TERMS CAREFULLY

If you have got to here you have been asked by one of our clients to become one of their customers and to have your identity checked or background information verified. We do that for them. You might be a firm in business or an individual. Either way we will use the pronoun you or yours to refer to you.

The services here are free to you to use but if you don't want to use the app stop now and tell the person who gave you the details of the app.

By proceeding to use the app you agree to these terms which will bind you.

If you do not agree to these terms, do not proceed.

It might be that you are using the app because you have a relationship with more than one of our clients. If you do and you agree, and we still hold your data, and its up to date we may transfer data we hold on you from one to the other of our clients otherwise we will not.

### 3. WHO WE ARE WHAT WE DO AND WHAT THIS AGREEMENT DOES

#### Who we are

We are TILLER TECHNOLOGIES Limited with registered office at 5 St Andrews Place, Charing Cross, St Helier, Jersey JE2 3RP

We are registered in JERSEY with Company Number 129056.

In this agreement the terms Tiller, we, us, our is a reference to Tiller Technology

#### What we do

We provide electronic identity verification services and other data checks to our clients who pay us a fee to do so. Your intended use of this App may include provision of an image of Yourself as well as any identification documents, captured by Your device in real-time, as requested by our client in order to verify Your identity. Where requested by our client, we will also collect additional information from You in order to undertake relevant data checks such as, but not limited to, electronic address confirmation and/or politically exposed person/sanctioned status.

#### What this agreement does

This agreement licenses you to use:

- the Tiller Verify mobile application software or App and any updates or supplements to it;

- related electronic documentation; and

- the service you connect to via the App and any content we provide to you through it (collectively the "App")

as permitted in these terms.

### 4. HOW YOU MAY USE THE APP

In return for your agreeing to comply with these terms you may:

- use any permitted use of the App

- use any update of the App as we may provide to you

through a supported device that has an appropriate operating system.

### 5. WHAT WE ASK OF YOU

When you use the App then each time you will be confirming the following is true:

(a) any and all information, materials and/or documentations you submit about yourself or the entity of whom you are acting on behalf, are true, accurate, current and complete to the best of your knowledge and belief;

(b) you are not pretending you are someone you are not, impersonating or using anyone else's data; if you are working for a firm, you have full rights and authority required to submit any information, materials and/or documentation you provide to or upload via the App;

(c) you will only use the App in accordance with any instructions or materials provided by us from time to time through the Service, including any set out in these Terms and Conditions;

(d) you are at least 18 years old;

(e) you will supervise and control the use of the App in accordance with these Terms and Conditions;

(f) if we have asked you to install an update you will ensure that the App installed is updated to the latest version at all times;

(g) for your own protection, you will keep your passwords and/or access codes for accessing the App safe and secure; and

(h) for your own protection, you will remove the App from your Device if you sell (or otherwise dispose of) your Device.

### 6. YOUR PRIVACY AND SECURITY

We are the data processor of our client and have agreed with them how we hold any of your personal or confidential data with them.

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our **Privacy Notice** and it is important that you read that information.

Whilst we have implemented strict security measures and high levels of encryption technology into our platform (further details contained in our Privacy Notice), please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App potentially may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

For your security, we ask you to

- (a) ensure that any passwords or access codes that are used by you to access the App are kept in a safe and secure manner;
- (b) notify us immediately if you become aware that there is or has been an unauthorised use of any of your passwords or access codes, or any other security breach relating to your account on any App; and
- (c) accept you are responsible and liable for any person that uses your passwords or access codes to gain access to any App.

You understand and agree that we may monitor your access and use of the App.

There is a risk of unauthorised access to, or alteration of, your transmissions of data or of information contained on your computer system or in the App before we receive it. To the maximum extent permitted by law, we accept no liability for any loss and/or damage which you may suffer or incur as a result of such activity.

### 7. PRIVACY AND USE OF DATA

We have stated we are the data processor of our client and have agreed how we hold any of your personal or confidential data with them.

We should be clear on how we use any personal data received by us through the App. By submitting data to us and/or using the App, you consent that all personal data once it has been received by us in our domains that you submit may be used, handled, processed and stored by us in accordance with our **Privacy Policy**. And used by our client too in the same way subject to their privacy statements applicable to you.





Whilst we only collect data for our client, we may anonymise it, and collate it with other data sources, and use it for other business purposes reasons in an anonymous form. If we do no one will be able to identify it is about you or your data. If we want to use your particular personal data for anything other than for our client or on an anonymous basis, and we can't access it from publicly available sources, we will ask your permission first.

You agree that we may collect and use technical data and related information from time to time to help us to provide software updates, product support and other services to you (if any) related to the App. Examples of the data we may collect, and use include technical information about your Device, system and application software and peripherals. You agree that we may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

### 8. CONFIDENTIALITY

This is important to us both. We both agree that the App and associated materials are our confidential information. We will both keep the other's information secure and only use it for the purpose for which it was licensed and not disclose that information except as required by any applicable law. This clause does not apply to information that is in, or enters, the public domain through no fault or action of yours or us. The information we collect is from public records through persons authorised to access those, where the information is not generally available. These confidentiality obligations survive the expiry or termination of these Terms and Conditions.

### 9. ADDITIONAL TERMS FOR SPECIFIC SERVICES

Apple Store or Google Play Store or other service provider terms, also apply (as applicable to the location from which you have downloaded the App).

The ways in which you can use the App may also be controlled by the Apple Store's or other providers rules and policies and those rules and policies shall apply to what they offer and how Apps perform through their systems. Where there is overlap with these Terms and Conditions those apply instead of these terms where there are differences between the two.

The App itself may have rules and regulations to provide the information requested or use other services given by us.

### 10. OPERATING SYSTEM REQUIREMENTS

The mobile App can be used on all iPhone and Android devices with a suitable memory to support the App as advised from time to time and requires iOS 15.8 or later (for Apple) and 11 or later (for Android).

### 11. CONTACTING US

The up-to-date information is always in the App. If you want to learn more about the App, please look at our website: <https://www.tiller-verify.com/>

If you think the App is faulty or misdescribed, or you are having issues using the App, please contact us at [support@tillertech.com](mailto:support@tillertech.com).

### 12. YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App as set out above. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it. If you do not, then we will assume that it is you who is accessing the App if you do not do so.

### 13. CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or different Client needs. If we make such a change to these terms, we will let you know about the change when you next access the App.

### 14. UPDATES TO THE APP

We provide the App as is at any particular time. The App does what our client has asked us to do for them that may change, or regulation may change or the way in which we can do it may change and the App will be changed as we determine to reflect that.

From time to time, we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the App.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

So if you use the App but from different firms that are our client the look and feel and service provision may be different from the last time you used it.

### 15. LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;

- not copy the App, or documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

- not translate, merge, adapt, vary, alter, or modify, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App;

- not upload any information that you should have received someone's consent or permission before you do without that consent or permission;

- not remove or obscure any copyright, trademark, patent or other proprietary notices, legends, or symbols from the App.

### 16. ACCEPTABLE USE RESTRICTIONS

You must not:

- unless required to conform to legislation or the requirements of our client use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, or any operating system;

- infringe our intellectual property rights or those of any third party in relation to your use of the App, (to the extent that such use is not licensed by these terms);

- transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the App;

- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

- collect or harvest any information or data from any of our systems or attempt to decipher any transmissions to or from the servers containing information;

- not unless required to by our client, upload any material which is defamatory of any person, sexually explicit, promotes violence, promotes discrimination whether based on race, sex, religion, nationality, disability, sexual orientation, or age, infringes any copyright or trademark of any





other person, that impersonates any person or to misrepresent your identity or affiliation with any person; nor

- encourage or assist any third party to do any of the foregoing.

### 17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use it in accordance with these terms.

That means we own all right, title, and interest in and to this App, including all text, graphics, logos, icons, photographs, images, moving visual representational images or a combination of sounds and such images, audio, computer programs, and other material featured, displayed, or used in or in relation to the App and the proprietary rights that go with them ("Our Content"). You don't. Any unauthorised use of Our Content without our prior written permission is strictly prohibited.

"Intellectual Property Rights" means, on a world-wide basis, any and all now known or hereafter known tangible and intangible **(a)** patents, trademarks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and email addresses, unregistered trademarks and service marks, copyrights, database rights, rights in software, algorithms, source code, object code, know-how, rights in designs and inventions and other intellectual or industrial property rights; **(b)** rights under licences, consents, orders, statutes or otherwise in relation to a right listed in **(a)** of this paragraph; **(c)** rights of the same or similar effect or nature as or to those listed in **(a)** and **(b)** which now or in the future may subsist in any jurisdiction; **(d)** all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdictions; and **(e)** the right to sue for any infringement of any of the foregoing rights.

We need to be clear with you that unless you have our express written consent or you are expressly authorised by law to do so, you shall not:

- (a)** use Our Content for any commercial or non-personal purposes not contemplated or expressly authorised by these Terms and Conditions;
- (b)** make any copies of Our Content or transfer the Our Content to any other device or any other person; or
- (c)** otherwise reproduce, distribute, communicate to the public, modify, reformat, prepare derivative works of, or display the Our Content.

You warrant that any information, materials and/or documentations provided or uploaded by you via the App does not infringe any third-party rights (including intellectual property rights) or infringe any applicable law and to the best of your knowledge such material is true, accurate and up to date.

### 18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If we fail to comply with these terms, and the service we have been asked to offer you by our client we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors or for fraud or fraudulent misrepresentation.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will not be liable to repair the damage or pay you compensation as we will not be liable for damage that you

could have avoided by following our advice to apply an App offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is offered to you at the request of our client. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The App is provided for general information only and for us to collect data from you. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App or the data we collect, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

The App has not been developed to meet your individual requirements other than those set by our clients. Please check that the facilities and functions of the App meet your requirements.

We are not responsible for events outside our control. If our provision of or support for the App is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us.

### 19. DISCLAIMER

We do not guarantee that you will be able to enjoy uninterrupted or error-free access to the use of the App.

Although it is our intention for the App to be available as much as possible, there will be occasions when access to or use of the App may be interrupted, for example for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

We are not a backup service, and you agree that you will not rely on the App for the purposes of content backup or storage. We will not be liable to you for any modification, suspension, or discontinuation of the App, or the loss of any content.

You also acknowledge that:

- (a)** the internet may be subject to breaches of security and that the submission of content or other information may not be secure;
- (b)** we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer or data over communications networks and facilities, including the internet or any harm resulting from your use of this software; and
- (c)** we disclaim to the fullest extent permitted, all guarantees and express, implied and statutory warranties including merchantability and fitness for a particular purpose.

### 20. STARTING AND ENDING YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

These Terms and Conditions commence upon the date you install the App and continues until it is terminated by you or us ("Term") or you have attended to the request of our client made through the App.

It might be we may at any time decide or have to remove your access to the Verify App or terminate the availability of the Verify App without any liability to you. For example, if our client asks us to or we end our relationship with them, or you have not used the App for a long time.





We apologise for this now, but if we do, we will remove all information we have on you, except for what we need to retain to comply with legislation or our agreements with our clients.

If you can't access the App, then it would be good to remove all copies of the App, including all backup copies from all devices you own, possess or control and on which the App is installed.

We may end your rights to use the App at any time if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- you must stop all activities authorised by these terms, including your use of the App.

- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this

- we will close all access through the App to any information we hold on you.

We may remotely access your devices and remove the App from them and cease providing you with access. These Terms and Conditions may be immediately terminated in the following circumstances:

(a) if you are in breach of any term of these Terms and Conditions;

(b) if you assign or novate these Terms and Conditions to someone else without our prior written consent;

(c) if you sell your Device to a third party, and you do not remove the App from the Device before doing so; or

(d) if you uninstall the App for any reason.

Termination under this clause will not affect any rights or remedies which we may have otherwise under these Terms and Conditions or at law. Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

## 21. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation and you consent and agree for us to do this provided we tell you that there is no adverse effect on your arrangements through the App. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## 22. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

## 23. NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. If a court finds part of this contract illegal, the rest will continue in force.

## 24. THIRD PARTY TERMS

If you download the version of any App that is intended for use on a proprietary device (like an iOS mobile device), we, and not Apple or Google, are solely responsible for this App and all content contained within the App. But you may need to comply with any of that proprietary firm's terms of service (to the extent that there is no conflict or inconsistency with these Terms and Conditions).

## 25. EACH PARAGRAPH INDEPENDENT OF THE OTHER

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 26. GOVERNING LAW

These terms are governed by Jersey law, and you can bring legal proceedings in respect of the products in the Jersey courts.

