

Rizikon Assurance Authorised User Terms of Use

This is an agreement between you (“the Authorised User”) and Crossword Cybersecurity Plc (“Crossword”), governing the use of Rizikon Assurance for the purpose of issuing, completing or assessing Assessments issued by Crossword’s Licensee (“Purpose”). By agreeing to be bound by these terms of use, you further agree that any person you authorise to use the Software will comply with these provisions.

1 INTERPRETATION

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

“**Assessment**” means a set of questions and associated reports contained within the Rizikon Assurance system that are defined by a Licensee and issued to its third parties (including its suppliers) for the purposes of third party assurance or in some way collecting information from third parties for the Licensee’s own purpose.

“**Authorised User**” means an individual who has been issued login credentials by the Licensee or Crossword for the purpose of issuing, completing or assessing Assessments on behalf of a Licensee.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“**Confidential Information**” means information that is proprietary or confidential and is either clearly labelled as such or is identified as Confidential Information in clause 8.

“**Crossword**” means Crossword Cybersecurity Plc, whose registered office is 60 Gracechurch Street, London, EC3V 0HR.

“**Documentation**” means any documents made available by Crossword which set out a description of the Services and the user instructions for the Services.

“**Licensee**” means a party that has purchased a subscription to Rizikon Assurance from Crossword for the purpose of conducting third party assurance or in some way collecting information from third parties or a party that has been granted a sub-license for the purpose of completing such assessments.

“**Licensee Data**” means the data inputted by Authorised Users, or, as per instructions, by Crossword for the purpose of issuing or completing an assessment.

“**Purpose**” means the issuing, completing or assessing of Assessments for the purpose of third party assurance or in some way collecting information from third parties.

“**Services**” means the services made available by Crossword via Rizikon Assurance.

“**Software**” means the Rizikon Assurance software applications that are accessed by means of a browser.

“**Malware**” means any 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, time-bombs, keystroke loggers, spyware, adware and other similar things or devices.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.4 References to clauses and schedules are to the clauses and schedules of this agreement.

2 LICENSE GRANT; PROPRIETARY RIGHTS

2.1 Subject to the terms and conditions of this agreement, Crossword hereby grants to the Authorised User a non-exclusive, non-transferable right to use the Software and the Documentation for the Purpose. Where updates and upgrades are made to the Software and the Documentation, the Authorised User may be required to accept the updated terms of use to continue to use the Software and the Documentation for the Purpose.

2.2 The Authorised User acknowledges and agrees that Crossword and/or its licensors own all intellectual property rights in the Services, the Software and the Documentation. Except as expressly stated herein, this agreement does not grant the Authorised 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 licenses in respect of the Services or the Documentation.

2.3 Crossword confirms that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement.

3 USE OF SERVICES

3.1 The Authorised User shall keep a secure password for their use of their Services and Documentation, and shall keep such password confidential, and it is furthermore recommended that the Authorised User implements the optional two-factor authentication;

3.2 The Authorised User shall not access, store, distribute or transmit any Malware, or any material during the course of its use of the Software that:

3.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.2.2 facilitates illegal activity;

3.2.3 depicts sexually explicit images;

3.2.4 promotes unlawful violence;

3.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.2.6 is otherwise illegal or causes damage or injury to any person or property;

and Crossword reserves the right, without liability or prejudice to its other rights, to disable the Authorised User's access to any material that breaches the provisions of this clause.

3.3 The Authorised User shall not:

3.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(a) 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 de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

- 3.3.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 3.3.3 use the Services and/or the Documentation to provide services to third parties; or
 - 3.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or the Documentation available to any third party except the Authorised Users, or
 - 3.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or the Documentation, other than as provided under this clause 3.
- 3.4 The Authorised User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Licensee or Crossword.
- 3.5 The Authorised User accepts and acknowledges that Crossword may access and view user logs of current Authorised Users from time to time.

4 DATA COLLECTION AND PROCESSING

- 4.1 By entering into this agreement, or using the Software or Services, the Authorised User agrees that Crossword may collect, process, backup, store, transfer and use the Licensee Data within the European Economic Area in order to provide the Services.
- 4.2 Each party shall comply with the Data Protection Laws with respect to the processing of the Licensee Data.

5 DATA PROTECTION

- 5.1 The Licensee shall own all rights, title and interest in and to all of the Licensee Data and shall have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 5.2 Each Authorised User is responsible for controlling permission access rights to files stored in the Services and the Authorised User is responsible for any user ID and passwords associated with such access controls. Crossword shall not be responsible for any unauthorised access to Licensee Data as a result of the security of such access controls being violated by any person other than Crossword or its third-party contractors.
- 5.3 In the event of any loss or damage to Licensee Data as a result of any breach of these Terms of Use by Crossword, the Authorised User's sole and exclusive remedy shall be for Crossword to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by Crossword. Crossword shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party.

6 THIRD PARTY PRODUCTS AND SERVICES

The Authorised User acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Crossword makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Authorised User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Authorised User and the relevant third-party, and not Crossword. Crossword recommends that the Authorised User refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Crossword does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 DISCLAIMER

- 7.1 Crossword does not warrant that the Authorised User's use of the Services will be uninterrupted or error-free; or that the Services or Documentation will meet the Authorised User's requirements.
- 7.2 Crossword is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Authorised User acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 Notwithstanding clause 4, Crossword shall not be liable to the Authorised User for any loss, destruction, damage or alteration to Licensee Data.
- 7.4 Crossword is not responsible for the nature of questions or any other content contained within assessments. Furthermore, Crossword is not responsible for the manner in which Licensee Data will be utilised by the relevant Licensee issuing such assessments.

8 CONFIDENTIALITY

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations in relation to this agreement and agreements with Licensees. A party's Confidential Information shall not be deemed to include information that:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.1.2 was in the other party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement or any other agreements with the Licensee.
- 8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 8.4 A party may disclose Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 8.6 The Authorised User acknowledges that details of the Services constitute Crossword's Confidential Information.
- 8.7 Crossword acknowledges that the Licensee Data is the Confidential Information of the Authorised User and the Licensee.

8.8 The above provisions of this clause 8 shall survive termination of this agreement.

9 LIMITATIONS AND EXCLUSIONS OF LIABILITY

9.1 Other than as described under clause 9.2, Crossword shall not be liable to the Authorised User.

9.2 Crossword does not exclude or limit in any way liability to the Authorised User where it would be unlawful to do so. Therefore, nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

10 TERM AND TERMINATION

10.1 This agreement and the non-exclusive, non-transferable right to use the Software and the Documentation for the Purpose, granted hereunder shall be effective from the date the Authorised User first uses the Software, Services and/or Documentation and shall continue for as long as the Authorised User remains a designated Authorised User of a Licensee.

10.2 Notwithstanding clause 2.1, Crossword may terminate this agreement at any time if the Authorised User fails to comply with any term(s) hereof.

10.3 On termination of this agreement for any reason all rights to use the Software and Documentation granted under this agreement shall immediately terminate and the Authorised User shall immediately cease all use of the Services and/or the Documentation.

11 SEVERANCE

11.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

11.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12 ASSIGNMENT

12.1 Crossword may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

13 NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14 GOVERNING LAW AND JURISDICTION

This agreement and any dispute arising out of it shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of this agreement.