

Product Terms

GBG GO



These Product Terms are supplementary to the General Terms agreed by the Parties and referenced in the Order Form and together shall apply to the GBG GO Service. Additional Terms and Product Schedules may also apply depending on the specific Datasets purchased from GBG. These Additional Terms and Product Schedules shall form part of the Agreement where the relevant Datasets are selected on the Order Form.

DEFINITIONS AND INTERPRETATION

1.1 In these Product Terms the following definitions shall apply in addition to those contained within the General Terms:

“Additional Terms” means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available at <https://www.gbgplc.com/en/legal-and-regulatory/legal-additional-terms/go/>.

These Additional Terms will apply if the Customer has selected the relevant Dataset or particular aspect of the Service on the Order Form.

“Current Version” means the latest Version or Versions of the Software and/or Service as set out on the Product Page.

“Discontinued Version” means a Version or Versions of the Software and/or Service that that will be retired as part of GBG’s ongoing product lifecycle management programme.

“Evaluation” means the use of the Service for the purpose of evaluating the performance of the Service and/or quality of Results generated via the Service during the Evaluation Term.

“Evaluation Term” means the duration of an Evaluation as defined in clause 3.1.

“Evaluation Value Limit” means the total value of Transactions that may be carried out by the Customer without Charge during an Evaluation Term.

“Helpdesk” means the helpdesk facility provided by GBG to handle enquiries and administration for the Service.

“Licence Fee” means the annual licence Charge for the use of the Service as outlined in the Order Form. Any Transactions will be charged by GBG in accordance with the prices per Dataset indicated on the Order Form.

“Product Page” means the dedicated webpage that includes relevant information about the Service, including details regarding the Customer User Case, Standard Support Services, Training and Helpdesk, available at <https://www.gbgplc.com/en/legal-and-regulatory/products/go/>.

“Product Schedule/s” means the schedules located on the Product Page which provide additional information regarding the specific aspects of the Services and Datasets which the Customer uses with

the Services in undertaking the Transactions. The relevant Product Schedules are outlined on the Order Form.

“Service” means the GBG GO service, the Standard Support Services and Training as described on the Product Page together with any other ancillary services provided by GBG to the Customer pursuant to the Agreement.

“Standard Support Services” means the standard support services provided as part of the Service in accordance with the terms found on the Product Page as updated from time to time.

“Supported Version” means the Current Version and previous Version or Versions of the Software and/or Service that continue to be supported by GBG, as set out on the Product Page.

“System Administrator” means the individual Authorised User responsible for acting as the first point of contact for all Authorised Users of the Service or their replacement(s) as notified to GBG by the Customer who will be familiar with the use of the Service.

“Training” means the support and guidance provided to the Customer by GBG’s support team, as indicated on the Order Form, in accordance with the terms found on the Product Page as updated from time to time.

“Transaction(s)” means a single search, click, check or any other means of obtaining Results, as outlined within the Order Form.

“Update” means any improvements, updates, variations, modifications, alterations, additions, error connections, bug-fixes, enhancements, functional changes or other changes to the Software and/or Service that do not constitute an Upgrade.

“Upgrade” means a new release of the Software and/or Service that constitutes a significant change, for example, a release of a new Version that introduces new features and/or additional functionality. An upgrade can also refer to a product change that requires the Customer to migrate across from one Version of Software and/or Services, to a new or alternative GBG product that has the same general function and purpose but enhanced or upgraded features.

“Version” means a particular release of the Software and/or Service as indicated by its version number. Version numbers are used to distinguish each new release of the Software and/or Service from the previous versions, all of which have the same general function but may have been improved, upgraded or customised as part of an Update or Upgrade.

1.2 The headings in these Product Terms do not affect its interpretation.

2. TERM OF THE AGREEMENT



- 2.1 Save where an Order is for an Evaluation as set out in clause 3 below, the Agreement will start on the Contract Start Date and will continue for the Initial Term and shall automatically renew for further Renewal Terms unless terminated earlier in accordance with clause 6.4(c) or clause 11 of the General Terms.

EVALUATION OF THE SERVICE

- 3.1 Where the Order Form states that an Order is for an Evaluation, the Evaluation Term shall begin on the Contract Start Date and continue for the Initial Term specified unless the Evaluation is terminated earlier as a result of the Customer reaching the Evaluation Value Limit as detailed below at clause 3.3.
- 3.2 The Parties agree that, during the Evaluation Term the Customer shall be entitled to use the Service to carry out Transactions without Charge up to the Transaction Limit specified on the Order Form.
- 3.3 If the Customer exceeds the Transaction Limit or the Evaluation Value Limit during the Initial Term, GBG will notify the Customer and the Evaluation Term and Agreement will terminate early. If the Transaction Limit and Evaluation Value Limit are not reached during the Initial Term this Agreement will automatically expire at the end of the Initial Term.
- 3.4 On expiry or termination of an Agreement for an Evaluation, GBG will revoke the Customer's access to the Service, unless the Customer has subsequently purchased a full licence to use the Service beyond the Evaluation Term. In such circumstances, the subsequent Order and Order Form shall replace the prior Evaluation Agreement.
- 3.5 For the avoidance of doubt clauses 6.2 – 6.6 of these Product Terms shall not apply during an Evaluation.

PROVISION OF THE SERVICE

- 4.1 GBG will provide the Customer with the Service detailed in the Order Form and Product Page, in accordance with the terms set out in the Agreement.
- 4.2 GBG will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Customer. However, the Customer acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Service will be dependent upon the Customer's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.
- 4.3 Where relevant to the Service being provided, the Customer acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:
- (a) change the technical specification of the Service for operational reasons, to comply with applicable laws or regulations or to reflect changes to Supplier Data used within the Service. Where a change is made for operational reasons, GBG will ensure that any such change does not materially reduce or detrimentally impact the performance of the Service;

- (b) give the Customer instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Customer's non-compliance with such instructions; and

- (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Customer as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.

- 4.4 The Customer shall be responsible for:
- (a) ensuring that it has a minimum of one System Administrator;
- (b) informing GBG of any changes to the System Administrator's contact details without undue delay;
- (c) providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service; and
- (d) the configuration and management of access to the Service including configuration of the Customer's network, firewall, DNS, routers and personal computers.
- 4.5 The Customer must inform GBG, without undue delay, of any changes to the information which the Customer supplied within the Order Form.
- 4.6 GBG warrants that 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 GBG and its provision of the Service including those which relate to the provision of Results or receipt of Customer Data.

USE OF THE SERVICE

- 5.1 The Customer shall comply with these Product Terms, all relevant Additional Terms, the General Terms, any applicable Product Schedules, Special Conditions and Local Laws.
- 5.2 The licence granted under these Product Terms is limited to the Customer Entity and restrictions stated in the Order Form. As part of the Licence Fee, the Customer may have unlimited Users and receive the Standard Support Services.
- 5.3 Use of the Service is subject to the limitations of the Licence as set out in the Order Form. Specifically:
- (a) Should the Customer need to increase the number of Customer Entities or the other restrictions set out in the Order Form, then the Customer shall inform GBG promptly and if required purchase additional licences from GBG.
- (b) At the end of the relevant Initial Term or Renewal Term any unused Transactions and/or Prepayment will expire and cannot be carried forward.
- 5.4 The Service is provided solely for the Customer's own internal use. The Customer must not resell (or attempt to resell) or sub-licence (or attempt to sub-licence) or

transfer (or purport to transfer) the Service (or any part or facility of it, including the Results) to any third-party without first entering into an appropriate agreement signed by an Authorised Signatory of GBG.

- 5.5 GBG reserves the right to audit the Customer's use of the Service to check compliance with the terms of the Licence in accordance with clause 12 of the General Terms. In the event that such audit reveals that the Customer has exceeded the scope of the Licence, GBG shall be entitled to recover the full cost of the audit and to seek to amend the Customer's pricing in accordance with clause 6.5.
- 5.6 The Customer shall be responsible for the completeness of all Customer Data provided to GBG as part of its use of the Service in accordance with Applicable Data Protection Laws and should retain back-up copies of all Customer Data provided to GBG.
- 5.7 The Customer warrants that 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 Customer and its use of the Service including those which relate to the provision of Customer Data.
- 5.8 The Customer is responsible for the acts and omissions of all Users of the Service and is liable for any failure by a User to perform or observe the terms and conditions of the Agreement including without limitation to the provisions set out in the Additional Terms and any instructions issued under clauses 4.3(b) and 5.2.
- 5.9 For the purposes of these Product Terms in addition to those clauses listed in clause 10.8 of the General Terms, the Parties acknowledge that any breach of the following clauses shall be deemed a material breach of the Agreement: 5.4, 5.7, 5.8, 7.2 or 8.2 together with any Additional Term or applicable Local Laws.

6. CHARGES AND PAYMENT

- 6.1 The Charges specified in the Order Form shall apply during the Initial Term.
- 6.2 For the Renewal Term GBG reserves the right to increase the Licence Fee and the Charges for Transactions by up to 20%. GBG shall notify the Customer at least 60 days prior to the expiry of the Initial Term or Renewal Term of such Licence Fee increase.
- 6.3 The Customer shall have 21 days to respond to GBG's notice. If the Customer is unhappy with the Charges or wishes to discuss the Charges further, it must respond to GBG within the 21-day period. In such circumstances, the Agreement shall not auto-renew, and the Parties will need to enter into a new Order Form for the continued use of the Service after the expiry of the Initial Term or relevant Renewal Term.
- 6.4 If the Customer does not respond to GBG's notice or if the Customer accepts the new Charges, GBG shall invoice the Customer for the new Charges on the commencement of the following Renewal Term and

payment shall be made in accordance with the terms of the Agreement.

- 6.5 In the event that during the Initial Term or applicable Renewal Term:
- (a) the Customer has increased the number of Customer Entities and/or
 - (b) the other restrictions referred to in the Order Form,

GBG shall be entitled to increase the Charges to accommodate for the Customer's continued use of the Service.

- 6.6 Where relevant, all Charges for Transactions will be deducted from the Prepayment on a monthly basis until the Prepayment is used up and thereafter shall be invoiced monthly in arrears.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Customer acknowledges that all Intellectual Property Rights in the Service and the Results belong and shall continue to belong to GBG and/or GBG's third-party suppliers. Unless otherwise specified in the Additional Terms, GBG grants to the Customer a:
- (a) non-exclusive, non-sublicensable non-transferable, revocable licence for its Authorised Users to use, access and benefit from the Service during the Term in accordance with the terms of the Licence;
 - (b) perpetual licence to use the Results (including any Supplier Data received as part of the Results) providing that it does so in accordance with all Applicable Data Protection Laws and relevant licence provisions set out in the Additional Terms.
- 7.2 In addition to those obligations set out in clause 6 of the General Terms, the Customer further warrants that:
- (a) it will not use or exploit the Intellectual Property Rights in the Service or Results or permit others to use or exploit the Intellectual Property Rights in the Service or Results outside of the terms of the Licence;
 - (b) its use of the Service through any software, equipment, materials or services not provided by GBG will not infringe the rights of any third-party;
 - (c) GBG's compliance with any designs or specifications provided by the Customer, or on the Customer's behalf will not infringe the rights of any third-party; and
 - (d) the use by GBG of the Customer Data through the provision of the Service in accordance with the Customer's instructions and in accordance with the terms of the Agreement, will not infringe any third-party's Intellectual Property Rights;
 - (e) all computers and/or IT systems which GBG are required to use, access or modify as part of the Service are legally licensed to the Customer or are the Customer's property and that such activities by GBG will not infringe the rights of any third-party; and or

- (f) its use of the Service through any third-party software, equipment, materials or services not provided by GBG will not infringe the rights of any third-party.

8. DATA PROTECTION

- 8.1 Notwithstanding clause 9 of the General Terms, and other than where specified in a Product Schedule, GBG is a processor in respect of the provision of the Service and the Customer is a controller of the personal data contained within the Service and therefore the terms set out in clauses 8.2-8.10 shall apply for the provision of the Service. The Customer shall use the Service and the Results solely for the Customer Use Cases selected on the Order Form.
- 8.2 Relationship of the Parties. The Customer (the controller) appoints GBG as a processor to provide the GBG Go service. Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law and the Agreement.
- 8.3 Purpose limitation. In providing the GBG Go service, GBG shall process the Customer Data strictly in accordance with the documented instructions of the Customer, except where otherwise required by any United Kingdom, EU (or any EU Member State) law applicable to the GBG, in which case GBG shall inform the Customer of that legal requirement before processing (unless prohibited by that law on important grounds of public interest). GBG shall immediately inform the Customer if it becomes aware that the Customer's processing instructions infringe Applicable Data Protection Law.
- 8.4 Confidentiality of processing. In addition to the confidentiality obligations contained in the Agreement, GBG shall ensure that any person that it authorises to process the Customer Data shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty).
- 8.5 Security. GBG shall implement and maintain appropriate technical and organisational measures to protect the Customer Data. Such measures shall have regard to 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. Such measures shall include, as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (b) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and/or
 - (c) a process for regularly testing, assessing and evaluating the effectiveness of technical and

organisational measures for ensuring the security of the processing.

- 8.6 Sub processing. The Customer provides general written authorisation to GBG to engage third-party sub processors to process the Customer Data provided that: (i) GBG informs the Customer of any intended changes concerning the addition or replacement of a third-party sub-processor with access to the Customer Data and give the Customer the opportunity to object to such changes (ii) GBG imposes data protection terms on any sub processor it appoints that protects the Customer Data to the same standard provided for by this clause 8.7; and (iii) GBG remains fully liable for any breach of this clause 8.7 that is caused by an act, error or omission of its third-party sub processor.
- 8.7 Cooperation and data subjects' rights. Where GBG is a processor it shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the Customer at its own expense to enable to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third-party in connection with the processing of the Customer Data . In the event that any such request, correspondence, enquiry or complaint is made directly to GBG, GBG shall promptly inform the Customer providing full details of the same.
- 8.8 Data Protection Impact Assessment. Where GBG is a processor, upon the Customer's request, GBG shall provide the Customer with all such reasonable and timely assistance as the Customer may require in order to conduct a data protection impact assessment in accordance with Applicable Data Protection Law including, if necessary, to assist the Customer to consult with its relevant data protection authority.
- 8.9 Data Breaches. Upon becoming aware of a Data Breach, GBG shall inform the Customer without undue delay and shall provide all such timely information and cooperation the Customer may require in order for the Customer to fulfil its data breach reporting obligations under Applicable Data Protection Law. GBG shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Breach and shall keep the Customer informed of all developments in connection with the Data Breach.
- 8.10 Deletion or return of Customer Data. Upon termination or expiry of this Agreement, GBG shall (at the Customer's election) destroy or return to the Customer within 30 days, all Customer Data . This requirement shall not apply to the extent that GBG is required by any United Kingdom or EU (or any EU Member State) law to retain some or all of the Customer, in which event GBG shall isolate and protect the Customer Data

from any further processing except to the extent required by such law until deletion is possible.

- 8.11 International transfers of Customer Data: The Customer acknowledges that GBG may process Customer Data in a territory outside of EEA, the United Kingdom, or your local country or region. GBG will take all necessary measures to ensure such onward transfers of Customer Data are in compliance with Applicable Data Protection Law.
- 8.12 The Customer acknowledges and agrees that Customer Data may be transferred outside the EEA to a GBG Group Company or Supplier as described in the Additional Terms in the course of providing the Service. GBG shall be responsible for ensuring that such GBG Group Company or Supplier complies with Applicable Data Protection Law and the terms of the Agreement.

9. SUSPENSION AND TERMINATION

- 9.1 Either Party may terminate the Agreement by giving at least 90 days' prior written notice to the other of such termination to take effect on or after the expiry of the Initial Term or on the expiry of a Renewal Term.
- 9.2 Upon termination of this Agreement, the Customer may continue to use the Results generated as a result of its use of the Service subject to any conditions set out in the Additional Terms

UPDATES AND UPGRADES

- 10.1 As part of GBG's ongoing product lifecycle management programme, GBG will, from time to time, carry out Updates to the Service. In such circumstances where:
- (a) The Update is made automatically to the live Service without the need for action on the part of the Customer, GBG shall notify the Customer of such Updates vis its Service Status Page available at gbgstatus.com;
 - (b) The Customer is required to take steps to install the Update and/or transition to the latest Version, GBG will inform the Customer in writing of such Update and advise them of the steps they need to take. The Customer will, as soon as reasonably possible, carry out the necessary steps detailed in the notice.;
- 10.2 After releasing a new Version of the Service that requires installation by the Customer, GBG will continue to support the previous Version or Versions of the product for a reasonable period of time to allow the customer to transition to the Current Version. All Supported Versions of the Service will be listed on the Product Page.
- 10.3 The cost of Updates to the Service are included in the Licence Fee payable by the Customer. If additional Training is required by the Customer in connection with an Update, GBG reserves the right to quote for such support separately.
- 10.4 From time to time, GBG may release Upgrades to the Service. Unless otherwise agreed in writing, the

Customer shall not be entitled to receive Upgrades under this Agreement. Consequently, the Parties acknowledge and accept that to receive the benefit of an Upgrade the Customer may be required to pay additional Charges and/or sign up to new terms and conditions.

- 10.5 Where GBG is no longer able to support a Version of the Service or a Dataset, GBG shall provide the Customer with reasonable prior notice of its intention to withdraw support for the Discontinued Version or Dataset. Such notice shall include details of:
- (a) the date on which the Discontinued Version or Dataset will cease to be available to the Customer;
 - (b) the action required by the Customer to implement, install, integrate or move to the Current Version of the Service or alternative Dataset as part of an Update or Upgrade; and
 - (c) the support available from GBG to assist the Customer with the transition to the Current Version or alternative Dataset as part of any Update or Upgrade.
- 10.6 If the Customer fails to transition to the Current Version of the Service within the specified time period in accordance with clause 10.5 above, GBG may, at its sole discretion from the date specified on the notice given in accordance with clause 10.5:
- (a) cease to provide Standard Support Services to the Customer in relation to the Discontinued Version; or
 - (b) terminate this Agreement.

Product Terms

GBG GO



SCHEDULE 1: RECORD OF PROCESSING FOR GBG GO

Categories of Personal data Subjects	Customer's end users
Categories of personal data	Contact Information (address) Location (country) Personal Identification Information: <ul style="list-style-type: none">• Name• DOB/age• Gender• Height• Physical Characteristics• Photo• Nationality• National Identification/Registration Number• Driving License Number/Passport Number• Government Issued ID Card information• National Identity Card information Any data that is included on a medical insurance card or identity document (e.g., passport or driver's license), children included.
Special categories of personal data or sensitive personal data	Only if any of the above categories are deemed sensitive or special categories of personal data under Applicable Data Protection Law
Frequency of the Transfer	Personal data will be transferred on a continuous basis in real time when the Customer has a request according to the terms of the Agreement
Subject Matter of Processing	The subject matter of processing is as described in the Agreement, in this Product Schedule, and pursuant to Customer's instructions under this Product Schedule.
Nature of Processing	The nature of processing is as described in the Customer Use Case Section XX, and pursuant to Customer's instructions under this Schedule.
Purpose(s) of Processing	The purpose(s) of Processing is as described in the Customer Use Case GBG Go Product Terms, insert clause reference, and pursuant to Customer's documented instructions.
Duration	GBG Go retains data for up to 30 minutes, to ensure the journey is fulfilled.

