

# Product Terms

## ProID



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 ProID Service. Additional Terms may also apply depending on the specific Datasets purchased from GBG. These Additional Terms shall form part of the Agreement where the relevant Datasets are selected on the Order Form.

### 1 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/pro-id/>. These Additional Terms will apply if the Customer has selected the relevant Dataset or particular aspect of the Service on the Order Form.

**“Annual Commitment”** where selected on the Order Form, means a commitment by the Customer to pay to GBG Charges for Transactions carried out using the Service, that are equal to or greater than the sum specified on the Order Form during each contractual year of the Initial Term.

**“App”** means the Credas mobile application available to Consumers for use on iPhone and Android devices.

**“Consumer”** means the individual data subject that registers for goods and/or services provided by the Customer which requires an authentication via the Service.

**“Consumer Data”** means any and all data (including any personal data) provided by a Consumer to GBG for processing via the Credas Solutions and Service.

**“Credas”** means Credas Technologies Ltd of Tec Marina, Terra Nova Way, Penarth, Vale of Glamorgan, Wales, CF64 1SA registered in England No 10429398.

**“Credas Solutions”** means the technology solution, web portal and/or App provided by Credas which allows Authorised Users and Consumers to access and interact with the Service.

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

**“Customer Audit Trail”** means an electronic record of the Transaction carried out using the Service, including any Results generated.

**“Discontinued Version”** means a Version or Versions of the 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.

**“Identity Document”** means a document processed via the Service, which may be used to prove a person’s identity and or address. For example, a passport, driving licence, National Identity card, utility bill or bank statement.

**“Initial Price”** means the Charges for the use of the Datasets provided as part of the Service during the fixed Initial Term of this Agreement, as agreed between the Parties and set out within the Order Form. Where the Initial Price listed on the Order Form is lower than the Standard Price listed, the Initial Price will be considered to be Preferential Pricing.

**“Product Page”** means the dedicated webpage that includes relevant information about the Service, including details regarding the Customer Use Case, Standard Support Services, Professional Services and Helpdesk, available at <https://www.gbGPLC.com/en/legal-and-regulatory/products/pro-id/>;

**“Professional Services”** means the professional services as indicated on the Order Form and provided in accordance with the terms set out on the Product Page at as updated from time to time.

**“Registration”** means each time a Consumer registers for goods and/or services provided by the Customer which requires an authentication via the Service. Registration shall be deemed complete on the sending of the invite to the Consumer.

**“Results”** means all information provided to a Customer by GBG including the results of any enquiry or search, reports, certificates or management information relating to the Customer’s use of the Service. This may, where relevant, include Consumer Data collected via the Credas Solutions and Supplier Data;

**“Service”** means the ProID service which comprises of GBG products and Datasets accessed via the Credas Solutions, the Standard Support Services and Professional Services as described on the Product Page together with any other ancillary services provided by GBG to the Customer pursuant to this Agreement.

**“Standard Price”** means GBG’s standard Charges for the use of Datasets provided as part of the Service as set out in the Order Form and updated by GBG from time to time.

**“Standard Support Services”** means the standard support services as indicated on the Order Form and



provided in accordance with the terms set out on the Product Page as updated from time to time

“**Supported Version**” means the Current Version and previous Version or Versions of the 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.

“**Transaction**” 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 Service that do not constitute an Upgrade.

“**Upgrade**” means a new release of the 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 the 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 Service as indicated by its version number. Version numbers are used to distinguish each new release of the 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 this Agreement 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, this Agreement will start on the Contract Start Date and will continue for the Initial Term and thereafter until terminated in accordance with clause 6.4(c) and clause 11 of the General Terms.

## 3 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 Evaluation Value Limit specified on the Order Form.

- 3.3 If the Customer exceeds the Evaluation Value Limit during the Initial Term, GBG will notify the Customer and the Evaluation Term and Agreement will terminate early. If the Evaluation Value Limit is 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

## 4 PROVISION OF THE SERVICE

- 4.1 GBG will provide the Customer with the Service detailed in the Order Form and in accordance with the terms set out in this Agreement.

- 4.2 The Customer acknowledges and accepts that:
  - (a) the Credas Solutions are provided by Credas who acts as a sub-contractor of GBG and that consequently certain elements of the Service, such as the sending of Consumer Registrations, will be provided by Credas;
  - (b) Consumers accessing the Service via the Credas Solutions will need to sign up to the Consumer terms and privacy policy displayed within the Credas Solutions; and
  - (c) all support relating to the availability and operation of the App will be provided by the Credas customer service team who can be contacted via email at [support@credas.co.uk](mailto:support@credas.co.uk) or via their website at [www.credas.co.uk](http://www.credas.co.uk).

- 4.3 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.

- 4.4 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, however, GBG will ensure that any change to the technical specification 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.

- 4.5 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.
- 4.6 The Customer must inform GBG, without undue delay, of any changes to the information which the Customer supplied within the Order Form.
- 4.7 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.

## **5 USE OF THE SERVICE**

- 5.1 The Customer shall comply with these Product Terms, the General Terms and all relevant Additional Terms and Local Laws.
- 5.2 Where relevant, the Customer must ensure that any software, equipment and materials which are used with the Service:
- (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third-party licensor; and
  - (b) are technically compatible with the Service and meet the minimum technical specifications detailed on the Order Form or supporting documentation.
- 5.3 Use of the Service is subject to the limitations of the Licence as set out in the Order Form and in clauses 5.4 and 7 of these Product Terms.
- 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) 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, if the Customer has received Preferential Pricing, cease applying any such Preferential 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 4.4(b) and 5.2.
- 5.9 If the Customer uses the Service in contravention of clauses 5.4, 5.7, 5.8, 7.3 or 8.3 then GBG shall be entitled to treat the contravention as a material breach of this Agreement, which cannot be remedied for the purposes of clause 11.4(b) of the General Terms.

## **6 CHARGES AND PAYMENT**

- 6.1 The Charges specified in the Order Form shall apply during the Initial Term.
- 6.2 Prepayments are valid for use of the Service in the 12-month period to which they apply and may not be carried over into subsequent years.
- 6.3 Where the customer has agreed to an Annual Commitment, GBG shall monitor the Charges owed for Transactions carried out during each contractual year. In the event that the Charges paid or payable by a Customer in relation to the Transactions carried out via the Service are less than the Annual Commitment in total, then the Customer agrees to pay to GBG (within 14 days of receipt of GBG's invoice) the outstanding balance to ensure that the Annual Commitment is met.
- 6.4 If the Customer has received Preferential Pricing or if the Standard Pricing or payment terms that applied on the Contract Start Date have changed during the Initial Term then unless otherwise expressly agreed in writing between the Parties, GBG's Standard Pricing and payment terms will prevail in respect of the Customer's continued use of the Service after the Initial Term.
- 6.5 If the Customer commits a material breach of the Agreement, and the Customer has received Preferential Pricing, then GBG reserves the right to terminate the Agreement in accordance with clause 11.4 of the General Terms or cease applying any such Preferential Pricing applicable to the Order, as a consequence of the breach. In such circumstances GBG shall provide the Customer with 30 days' notice of its intention to revoke Preferential Pricing. In the event that Preferential Pricing ceases to apply to an Order pursuant to this clause 6.5, GBG's standard pricing and payment terms (as listed in the notice sent

to the Customer) will apply in respect of the Customer's use of the Service from the date of the breach, and continued use of the Service provided under the Agreement for the remainder of the Initial Term and thereafter.

- 6.6 Notwithstanding anything else in this clause 6, after the expiry of the Initial Term GBG shall be entitled to increase the Charges under an Order by giving the Customer not less than 30 days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Term.

## 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-transferable, revocable licence to the Customer 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 GBG acknowledges all Intellectual Property Rights in the Customer Data belong and shall continue to belong to the Customer. The Customer grants to GBG and to Credas a non-exclusive, royalty free licence to use, disclose and copy the Customer Data to enable GBG and Credas to provide the Service and carry out their obligations under this Agreement.

7.3 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) the use by GBG or Credas 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; or
- (d) 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.

7.4 GBG shall retain all Intellectual Property Rights in documents generated as a result of the provision of Professional Service or Standard Support Service

including any template Identity Documents added to the Document Library as a result of any request by the Customer for the addition of new document types.

## 8 DATA PROTECTION

8.1 The Parties acknowledge that, save where set out in clause 8.2 and unless otherwise stated in the Additional Terms:

- (a) GBG is the controller of the Consumer Data collected from the Consumer directly via the Credas Solutions. To the extent that the Customer receives and processes the Consumer Data it shall do so as a separate and independent controller;
- (b) the Customer is a controller of any Customer Data that it supplies to GBG via the Credas Solutions. To the extent that GBG receives and processes the Customer Data in order to perform the Service it shall do so as a separate and independent controller;
- (c) GBG is a controller of the Supplier Data that it uses to supply the Service to the Customer, including any Results shared with the Customer. The Customer shall act as a separate and independent controller of the Results which it shall use solely for the Customer Use Case;
- (d) GBG is a controller of the GBG Audit Trail; and
- (e) Credas is a processor of the Customer Data and Consumer Data it receives and processes as a result of the operation of the Credas Solutions and the elements of the Services it provides.
- (f) both Parties shall act in accordance with clause 9 of the General Terms and any applicable Local Laws.

8.2 Notwithstanding clause 8.1, GBG is a processor and the Customer is a controller of the personal data contained in the Customer Audit Trail and therefore the terms set out in clauses 8.3 to 8.12 shall apply in relation to personal data contained within the Customer Audit Trail.

8.3 Relationship of the Parties. The Customer (the controller) appoints GBG as a processor to store a copy of the Customer Audit Trail. Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law.

8.4 Purpose limitation. GBG shall process the Customer Audit Trail as a processor as necessary to provide the Customer Audit Trail to the Customer and 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.

- 8.5 Confidentiality of processing. In addition to the confidentiality obligations contained in the Agreement, GBG shall the Customer Audit Trail shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty).
- 8.6 Security. GBG shall implement and maintain appropriate technical and organisational measures to protect the Customer Audit Trail from a Data Breach. 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:
- the pseudonymisation and encryption of personal data;
  - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - 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
  - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 8.7 Sub processing. The Customer consents to GBG engaging third-party sub processors to process the Customer Audit Trail 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 Audit Trail 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 Audit Trail to the same standard provided for by this clause (d); and (iii) GBG remains fully liable for any breach of this clause (d) that is caused by an act, error or omission of its third-party sub processor.
- 8.8 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 Audit Trail. 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.
- 8.9 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.
- 8.10 Data Breaches. Where GBG is a processor, 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.
- 8.11 Deletion or return of the Customer Audit Trail. Upon termination or expiry of this Agreement, GBG shall (at the Customer's election) destroy or return to the Customer within 30 days, the Customer Audit Trail (including all copies of the Customer Audit Trail in its possession). 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 Audit Trail, in which event GBG shall isolate and protect the Customer Audit Trail from any further processing except to the extent required by such law until deletion is possible.
- 8.12 Deletion or return of the Customer Audit Trail. Upon termination or expiry of this Agreement, GBG shall (at the Customer's election) destroy or return all personal data contained within the Customer Audit Trail. 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 personal data contained within the Customer Audit Trail, in which event GBG shall isolate and protect the personal data within the Customer Audit Trail from any further processing except to the extent required by such law until deletion is possible.
- 8.13 The Customer acknowledges and agrees that Consumer Data may be transferred outside the EEA to a GBG Group Company in the course of providing the Service. GBG shall be responsible for ensuring that such Group Company complies with Applicable Data Protection Law, the terms of the Agreement.
- 8.14 Standard Support Services and/or Professional Services may be carried out by GBG's Group Company, IDscan Research Bilsim Teknolojileri Sanayi Ticaret Limited Sirketi, based in Turkey ("**IDscan Turkey**"). GBG has an agreement in place with IDscan Turkey to maintain appropriate safeguards in relation to the transfer of any Personal Data required as a result of the provision of the Service.
- 8.15 Identity Documents captured by the Service may be processed by GBG to validate format and security parameters therefore preventing fraud and improving GBG's research into its fraud prevention services. The

Customer shall ensure that its privacy notice shall contain a statement to reflect the nature of processing carried out by GBG in accordance with the Agreement.

## **9 SUSPENSION AND TERMINATION**

- 9.1 Either Party may terminate this 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.
- 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

## **10 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 as set out below:
- (a) Save as set out in 10.1 (d), where the Update relates to one or more of the Credas Solutions, such Update will happen automatically;
  - (b) Where the App requires updating the Consumer will be prompted to update the App when the App is launched, or when following an email or text message invitation to perform a verification;
  - (c) Save where set out in 10.1 (d), where the Update relates to elements of the Service provided by GBG, the Update will happen automatically;
  - (d) Where the Customer is required to take steps to transition to the latest Version of the Service and/or Credas Solutions, or to install an Update, GBG will inform the Customer via its Service Status Page available at [gbgstatus.com](http://gbgstatus.com), and advise it 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 and/or one of the Credas Solutions, 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 Professional Services are 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 Credas Solution, GBG shall provide the

Customer with reasonable prior notice of its intention to withdraw support for the Discontinued Version. Such notice shall include details of:

- (a) the date on which the Discontinued Version will cease to be available to the Customer and/or Consumer;
  - (b) the action required by the Customer and/or Consumer to implement, install, integrate or move to the Current Version of the Service as part of an Update or Upgrade; and
  - (c) the support available from GBG to assist the Customer and/or Consumer with the transition to the Current Version as part of any Update or Upgrade.
- 10.6 If the Customer and/or its Consumers fail 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.