

END USER AGREEMENT (INDIVIDUAL) 2021

Acceptance of Terms

When you click on the "I Consent to be Verified" button, you agree to these Terms, to accept our "cookies" and acknowledge our Privacy Notice (collectively the "Terms").

If you do not agree to all of these Terms, close the browser window immediately and do not proceed. If you do not accept these Terms, you will not be entitled to use our services and must not proceed. ISX reserves the right at our discretion to make changes to these Terms. Upon any change, we will post the updated Terms on our website.

You agree to accept electronic communications, links to and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute notice to you of any new or different Terms. Your continued use of any ISX services constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you are not entitled to continue to make use of the ISX services.

When using or accessing services offered through third party service providers, you will be subject to terms posted by the service providers. Use of third party services, or acceptance of their terms of service, as the case may be, signifies your agreement to their terms and conditions of service.

In order to register or use ISX services, you must be at least 18 years old and legally capable to enter into contracts, and be the holder of a payment instrument that includes a valid credit or debit card, or operate bank accounts with direct debit access.

You may only use the ISX services for your personal, individual use. You may not use the ISX services for commercial purposes and may not resell or otherwise provide other persons with access to the ISX services using your password or username.

The terms "you" and "user" and "End User" refer to the person that registers for the ISX services or has their identity verified, payment processed, or payment authenticated via a ISX service on behalf of one of our Merchants and/or ISX Financial EU Ltd.

Where we collect payment directly as a merchant, it is via iSignthis B.V. in the Netherlands, with Conditions of Sale per below.

Definitions

"Payment Instrument" includes any credit/debit card, virtual card, bank account, direct debit, eWallet, eMoney or eMandate. We reserve the right to introduce additional payment instruments without notice or amendment of these terms.

"ISX" includes iSignthis B.V (Netherlands KVK 60762187), Authenticate B.V. (KVK 62744968), Authenticate Pty Ltd (Australian ACN 600573 233), ISX Financial UK Ltd (Company Number 10002662), iSignthis Inc (a Delaware Company), ISX Financial EU Ltd (Company Number HE 348009), ISX IP Ltd (BVI Company Number 1842689) and their subsidiaries.

"ISX Financial EU Ltd" means ISX Financial EU Ltd (Cypriot HE 348009), of Makrasykas 1, KBC North Building, Strovolos, 2034 Nicosia, Republic of Cyprus, which is a eMoney Monetary Financial Institution #115.1.3.17 authorised by the Central Bank of Cyprus with freedom to operate within the European Economic Area.

"Merchant" includes any entity, including a payment service provider, that refers You, the End User, to the ISX service for any of identity verification, payment processing, payment authentication or any other payment service, including antimoney laundering, antifraud and counter funding of terrorism transaction monitoring.

"Payidentity Profile" means the identity and payment profile that we create and store based upon your personal data and payment data provided during any identity verification or payment process.

Payment of Service Fees and Additional Charges

We charge our fees to Merchants, payment service providers, payment processors, AML obligated firms, and Financial Institutions. Except where you are being identified as part of a Merchant on-boarding process as either a person of significant control or an ultimate beneficial owner, the ISX services is usually free of charge to payment account holders, and you will be told prior to provision of any services, if you are being asked to make a payment to use the ISX services.

Any other fees associated with your financial institution accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Service Limitations

ISX is unable to foresee or anticipate every technical or other difficulty with the ISX services. The third party services or ISX services may contain errors, bugs, or other problems from time to time. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that, except as explicitly stated otherwise in these Terms, the ISX services are provided "AS-IS", without warranties of any kind. ISX cannot assume responsibility for any failure to authenticate, timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

Service Changes and Discontinuation

ISX reserves the right to change or discontinue, temporarily or permanently, the ISX services at any time without notice. You agree that ISX will not be liable to you or any third party for any modification or discontinuance of the ISX services.

ISX reserves the right to alter features, licensing terms, or other characteristics of any version of services that it releases.

Usage Rules

For the benefit and security of our users, and to comply with applicable laws, we have a few mandatory guidelines that we call "Usage Rules". Any conduct that violates the Use Rules is grounds for refusal to provide the ISX services and for termination of your ISX services account.

- **No Anonymous Networks.** We will not allow you to use our service if you use technology that hides or makes your network or devices anonymous in any way. We are here to create a safe online environment for consumers and merchants, and must have some minimum information to create a trusted environment.
- **Provide Accurate Information.** You agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at web sites that provide third party services, information as requested in ISX's registration form (or at our partner sites) and account setup process, and you agree to not misrepresent your identity or your account registration information. You agree to keep your registration and payment instrument information up to date and accurate. Failure to provide accurate and complete information during registration may prohibit the use of the ISX services or result in payment not being successful, or third party services not being available. You also certify that any payment instrument you use with the ISX services is issued in your name and is a payment instrument that you are authorized to use.
- **Protect Your PIN Code.** You are responsible for maintaining the confidentiality of your PIN Code, and ensuring that your mobile phone is not accessible by others. You are fully responsible for all activities that occur using your PIN Code and any one-time password we send to your mobile phone. Please notify the issuer of your payment account immediately of any unauthorized use of your payment account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your PIN Code and/or passwords sent to your mobile phone, or unauthorized use of your payment account, either with or without your knowledge, under such circumstances. You may not use anyone else's password at any time. This also applies to any passwords required for use of other services provided by ISX's partners.
- **Customer Service Requests.** If you request end user customer service assistance or report a problem with the ISX Service, it may be necessary for ISX, ISX Financial EU Ltd or our Merchant Customer's service operator to access your account and view your account information.
- **Respect the Law.** You agree not to use the ISX services Service for illegal purposes or for the transmission of material that is unlawful, harassing, libellous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Please also note that we may need to disclose your details to your financial institution, regulators, law enforcement agencies, or under judicial or court order.
- **Proprietary Rights.** You acknowledge and agree that ISX and/or its licensors or suppliers own all rights to this website and the ISX services, the content displayed on the site and any intellectual or proprietary property and/or technology

(in any form) made available to you as a part of or in conjunction with the ISX services. You are only permitted to use any the foregoing as expressly authorized by these Terms and otherwise by the ISX services. You may not copy, reproduce, distribute, or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with the ISX services, including but not limited to, any software applications or Java applets associated with the ISX services.

- **At least 18 years of age.** With regards to the ISX evidence of identity service, the service is not intended for use by persons under the age of 18. If you are under 18, you may not use the ISX services or download a mobile version of it, and you may not provide us with any of your personal details. ISX will not knowingly collect any personal information of persons under 18.

Rights You Grant to ISX

- **Content You Provide.** Subject to ISX's Privacy Notice, you are licensing to ISX any information, data, passwords, materials, or other content you provide to ISX and the third party services, or that is retrieved from third party sites at your request (collectively, "Content"). With the exception of personally identifiable information or payment specific data, ISX may use, modify, display, distribute and create new material using such Content to provide the ISX Service to you, on the basis that it is depersonalised. The use of Content is fundamental to the provision of the ISX services. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, ISX may use the Content for the purposes set out above. In addition, ISX welcomes your feedback as a user of this service. Any feedback you provide will become the confidential and proprietary information of ISX, and you agree that ISX may use in any manner and without limitation all comments, suggestions, complaints, and other feedback you provide relating to ISX. ISX shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use content and feedback for any purpose, including but not limited to, incorporation of such feedback into ISX, social media or other ISX software or services.
- **End User Customer Service Efforts.** If you request end user customer service or other assistance from either one of our Merchants or ISX, you acknowledge and agree that ISX is authorized to access and view your account and information to provide such assistance and support.

Identity Profile

The purpose of the ISX Payidentity™ services is to process payments and/or to build an identity profile of you based on information provided by you, or obtained through third party providers. Your unique ISX Payidentity™ profile will be retained and used by ISX and our Merchant Customers (being the merchant supplying you a service or identity service) for purposes including payment processing, legally mandated identity verification, anti money laundering, counter terrorism funding, detection, prevention & response to fraud, and security control.

The payment and identity verification services are provided by ISX solely as a service, and any decision made relating to acceptance of your payment and/or verification of your identity is that of our Merchant Customers or ISX Financial EU Ltd. In agreeing to any identity verification you are agreeing to be pre-verified by ISX Financial EU Ltd for the issuance of e-money, and for ISX Financial EU Ltd to allow your Payidentity profile to be shared with our Merchants, law enforcement agencies, regulators, card schemes, and upstream payment service providers and for your Payidentity profile to be relied upon by other Anti-Money Laundering obliged entities. By agreeing to this pre-verification you are ensuring that your identity profile is held by ISX Financial EU Ltd for European Economic Area (EEA) End Users, or Authenticate Pty Ltd for Australian End Users, as the respective EEA and Australian operating companies obligated under Anti-Money Laundering laws.

By agreeing to have your identity verified you are not committing to the provision of any services, except those which you have expressly asked our Merchant Customer or ISX Financial EU Ltd to provide to you.

In addition to these Terms, the use of your identity profile or parts of it may also be subject to agreements you have directly with third parties. The third parties include our Merchant Customers who sell or provide you with goods or services. ISX is not a party to any agreement you may have with any Merchant Customer of ISX. If you have a dispute with one or more Merchant Customers of ISX, you forever release us, our affiliates, subsidiaries, licensors, suppliers and service providers, employees, directors and agents from any and all claims, demands and damages of every kind and nature arising out of or in any way connected with such disputes.

For the purpose of the European Union's General Data Protection Regulation 2016/679/EC ISX Financial EU Ltd is a *data controller* and Authenticate Pty Ltd is a *data processor*. ISX Financial EU Ltd is registered with the Cyprus data protection agency, and ISX Financial UK Ltd, iSignthis BV and ISX Financial EU Ltd are registered separately with the UK's ICO. All data related to EU citizens is stored within the EU, but may, on a case by case basis, be accessed by Authenticate Pty Ltd employees and direct contractors in Australia.

Cross Border Transfers of your Information

ISX is committed to adequately protecting your information regardless of where the data resides and to providing appropriate protection for your information where such data is transferred outside of the EEA.

BY USE OF OUR SERVICES YOU EXPRESSLY GRANT PERMISSION FOR YOUR DATA TO BE SHARED BETWEEN ISX FINANCIAL EU LTD (Cyprus) and AUTHENTICATE PTY LTD (Australia), which shall be subject to either EU Privacy requirements if You are domiciled in the European Union, or Australian Privacy law if You are domiciled in Australia.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE ISX SERVICE AND ALL INFORMATION, PRODUCTS, SERVICES AND OTHER CONTENT (INCLUDING THAT OF THE

PROCESSORS, FINANCIAL INSTITUTIONS, AND THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE ISX SERVICE IS AT YOUR SOLE RISK. THE ISX SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISX AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE ISX SERVICE AND ALL INFORMATION, PRODUCTS, SERVICES AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE ISX SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ISX IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY DATA FROM ANY THIRD PARTY OR FOR ANY INTERRUPTIONS IN THE AVAILABILITY OF ANY SERVICE, WHETHER THE RESULT OF ACTIONS BY ISX OR ANY THIRD PARTY.

THE OFFICIAL LANGUAGE OF THE ISX SERVICE IS ENGLISH; THEREFORE, LIMITED PROVISION OF PARTS OF THE ISX SERVICE MAY BE TRANSLATED FOR YOUR CONVENIENCE ONLY. ISX SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND REGARDING THE CONTENT OF THE ANY TRANSLATION PAGES. ISX AND ITS LICENSORS MAKE NO WARRANTY THAT (I) THE ISX SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE ISX SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ISX SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ISX SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ISX SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ISX OR THROUGH OR FROM ISX WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

Limitation of Liability

YOU AGREE THAT NEITHER ISX NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUPPLIERS, THIRD PARTY DEVELOPERS, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITY, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ISX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- THE USE OR THE INABILITY TO USE THE ISX SERVICE;
- THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM ISX;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- STATEMENTS OR CONDUCT OF ANYONE ON THE ISX SERVICE;
- THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES;
- OR
- ANY OTHER MATTER RELATING TO THE ISX SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to protect and fully compensate ISX and its affiliates, subsidiaries, licensors, suppliers and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the ISX Service, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Electronic Communications

These Terms and any notices or other communications regarding the ISX Service may be provided to you electronically, and you agree to receive communications from ISX in electronic form, which may take the form of e-mail, text messages, or other mobile & electronic communications, and that standard messaging or data rates may apply. Electronic communications may be posted on the ISX Service web site and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in "writing", and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you revoke your consent by notifying ISX of your decision to do so. If you revoke your consent to receive communications electronically, ISX will treat this as your repudiation of these terms and you may not subsequently use the ISX Service. It is your responsibility to provide ISX with true, accurate and complete e-mail addresses, contact and other information related to this disclosure and to maintain and update promptly any changes in this information. ISX shall treat your provision of an invalid e-mail address or any subsequent problems of delivery to a previously valid e-mail address as a withdrawal of your consent to receive electronic communications. You may print a copy of any electronic communications and retain it for your records. ISX reserves the right to terminate or change the terms and conditions on which we provide electronic communications and will provide you notice thereof in accordance with applicable law.

Amendment to Terms

We reserve the right at our discretion to make changes to these Terms. Upon any change, ISX will notify you by electronic mail, or by a link to or posting of the new or different Terms. You agree to accept electronic communications, links to and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute notice to you of any new or different Terms. If you continue to use the ISX Service thereafter, your continued use of the ISX Service constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you agree to discontinue your use of the ISX Service.

Assignment

You may not assign these Terms to any other party. ISX Financial EU Ltd and/or ISX may assign these Terms to any future, directly or indirectly, affiliated company. ISX Financial EU Ltd and/or ISX may also assign or delegate certain of its rights and responsibilities under these Terms to independent contractors or other third parties.

No Waiver

ISX shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by ISX. No delay or omission on the part of ISX in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusive Agreement

You agree that these Terms are the complete and exclusive statement of the agreement between you and ISX with respect to the ISX Service, and these Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and ISX relating to the subject matter of these Terms. These Terms, as maybe amended from time to time, will prevail over any subsequent oral communications between you and ISX.

If any part of these Terms is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the offending part is to be severed from these Terms without affecting the enforceability, validity or legality of the remaining which will continue in full force and effect.

Mobile Devices

The ISX services may be available through a compatible mobile device, including tablets and smartphones. Your use of the ISX services may become subject to charges by your wireless carrier. ISX assumes no responsibility for the payment of any messaging, data or content charges by your wireless carrier or any other party. You agree that you are solely responsible for these charges as well as any software requirements or updates required to access or use the ISX services.

ISX IGNT THIS SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES OR REPRESENTATIONS AS RELATES TO (a)

AVAILABILITY OF YOUR WIRELESS SERVICE FROM YOUR WIRELESS CARRIER, UNINTERRUPTED ACCESS TO, OR TRANSMISSION OF DATA OR COMMUNICATIONS IN CONNECTION WITH ISX AND (b) ANY LOSS OR OTHER SECURITY BREACH OF THE WIRELESS SERVICE.

Patents

Patents pending/granted in Africa, America's, Europe, Asia, and Oceania with International Patent Application No: PCT/AU2011/000377. US Patents 8,620,810, 6032863, 7588181, 8131617, 7765153, 8805738, Australian Patents AU2010100533, AU2011235612, Portuguese Patent PT2011120098, Swedish Patent SE1251231-5 and others.

Trademarks

"ISX", "Paydentity", "ISXPay" and "MerchantProtect" are trademarks of iSignthis Ltd in various jurisdictions including the USA, the European Union and Australia.

Choice of Law

If You are domiciled in the EEA, then the laws and competent courts of Cyprus govern the interpretation and performance of these Terms.

If You are domiciled in Australia or elsewhere, then the laws and competent courts of the State of Victoria, in the Commonwealth of Australia govern the interpretation and performance of these Terms.

Accountability

Our privacy office is responsible for ensuring that our day-to-day procedures comply with this Privacy Policy. If you want to exercise your right to access your information or have any questions about this privacy statement, ISX information practices, or your dealings with ISX, you can contact us by emailing us at privacy@isxfinancial.com

Identity Services

Where iSignthis BV accepts payment directly

Conditions of Sale

These Conditions of Sale govern the sale of identity services to you by iSignthis BV, and are to be read in addition to the terms and conditions above. When you use an ISX service, you will also be subject to these terms, and any special conditions that we make you aware of at the time of use that may be applicable. If these Conditions of Sale are inconsistent with the Special Conditions, those Special Conditions will take precedence.

1. OUR IDENTITY SERVICES SALE CONTRACT

Your order is an offer to ISX to buy the identity service as recommended by the Requesting Entity. The Requesting Entity is usually one in which you have a direct or indirect relationship, and the Requesting Entity has a requirement to identify you. When you place an order to purchase a identity service from ISX , we will send you a message confirming receipt of your order and containing the details of your order (the "Order Confirmation"). The Order Confirmation is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the identity service(s) or the services ordered. We only accept your offer, and conclude the contract of sale for a identity service ordered by you, when we accept your successful payment and you provide the identity details we request. Your contract is with iSignthis BV.

We do not offer a right to cancel the identity services once commenced, with use commencing upon provision of all or part of the requested identity details pertaining to you.

You consent to receive sales invoices electronically via PDF or plain text email format.

2. PRICING AND AVAILABILITY

All prices are inclusive of legally applicable VAT.

3. APPLICABLE LAW

These conditions are governed by and construed in accordance with the laws of the the Netherlands, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the non-exclusive jurisdiction of the courts of the Netherlands, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Sale in the Netherlands or in the EU country in which you live.

4. OUR CONTACT DETAILS

Our contact details are: customersupport@isxfinancial.com
iSignthis BV, Barbara Strozzi laan 201, 1083HN, Amsterdam, The Netherlands