

KWIKTRUST TERMS AND CONDITIONS

1. THE PURPOSE OF THESE TERMS

These terms of use set out the legally binding agreement under which you use the website at www.kwiktrust.com and www.kwiksign.io and any associated subdomains (the **Website**), the associated mobile software application, and in each case the materials, functions, products and services provided through such (together, being the **KwikTrust Products**).

2. WHO WE ARE AND WHAT WE DO

2.1 Who we are. We are Kwik Limited (trading as “KwikTrust”), a company registered in England and Wales under company registration number is 12559666, and our registered office is at 69 Wilson Street, London, England, EC2A 2BB also the holding company of Kwik Group Inc., a Delaware company whose registered address at 16192 Coastal Highway, Lewes, DE 19958, USA. (**we, us, our** or **KwikTrust**).

2.2 Our services. We provide blockchain technology and protocols, NFT, identity verification, metaverse and other associated products, including our secure platform for digital signing and storage.

2.3 Registered User Account. You must register with us (each a **Registered User**) via a user account (**Registered User Account**) in order to use the KwikTrust Products.

3. CONTACT DETAILS

3.1 How to contact us. To contact us, including to make a complaint about the KwikTrust Products, please write to us at admin@kwiktrust.com or use the online Contact Form on the Website. If your complaint is about how we store or process your personal information, you can also contact the Information Commissioner’s Office, although we would appreciate the opportunity to resolve your concern directly first.

3.2 How we may contact you. If we need to contact you, we will do so using the contact details that you have provided to us when setting up your Registered User Account. You agree to keep your contact details up to date in the KwikTrust Products.

3.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

4. OUR LEGALLY BINDING AGREEMENT WITH YOU

4.1 Our Terms. These terms and our [Privacy Policy](#) (which explains how we use your personal information) (together, the **Terms**) form a legally binding agreement between us and you in relation to your use of the KwikTrust Products. You should read the Terms carefully and we recommend that you print or save a copy of them for future reference. By visiting the Website or using any element of the KwikTrust Products you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use any element of the KwikTrust Products. The Terms apply to you whether you are just visiting our Website or are a Registered User.

4.2 For the purposes of the Terms:

- (a) **Consumer** means any person who is using the KwikTrust Products for purposes that are wholly or mainly outside their trade, business, craft or profession; and
- (b) **Business** means any person who is using the KwikTrust Products other than as a Consumer.

4.3 We don't give business customers all the same rights as consumers. For example, business users can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated.

5. PROVISIONS RELATING TO REGISTERED USERS

5.1 Licence of information in Registered User Account. To become a Registered User, you must first accept the Terms as part of the registration process. When you sign up to be a Registered User, you grant to us a non-exclusive, royalty-free licence to use the information in your Registered User Account for all purposes connected with the KwikTrust Products or referred to in the Terms with the right to use, modify, display, distribute and create new material using or incorporating that information in order to provide the KwikTrust Products to you, and you grant us the right to sub-licence these rights to third parties or members of our corporate group in accordance with the terms of the [Privacy Policy](#). You acknowledge and agree that we may disclose your identity and information relating to your Registered User Account to third parties if we are required to do so by applicable law or court order.

5.2 Duty to provide accurate information. You agree to provide us with accurate information for the purposes of your Registered User Account, and not to misrepresent your identity or information. We are under no obligation to check the accuracy of the information that you provide to us, but you hereby authorise us to, directly or through a third party, obtain, verify and record information and documentation that helps us to verify your information if we wish to do so. You will notify us if any of your information changes.

5.3 Licence of data generated through KwikTrust Products. Subject to the terms of our Privacy Policy, your inputs into the KwikTrust Products, and the outputs that you generate (together, **Data**), may be fully accessible by, and visible to, KwikTrust and potentially other Users. By using the KwikTrust Products, you grant to us a non-exclusive, royalty-free licence to use your inputs into, and the outputs generated by, the KwikTrust Products in any way, and for any purpose, that we see fit with the right to use, modify, display, distribute and create new material using or incorporating that information, and you grant us the right to sub-licence these rights to third parties or members of our corporate group.

5.4 Duty to keep information confidential. If you choose, or you are provided with, login details, a Registered User identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential and you must not disclose it to any third party.

5.5 Our right to suspend or disable your Registered User Account. We have the right to suspend or disable your Registered User Account for any reason, including security reasons, if you are in breach of any provision of these Terms.

6. HOW YOU MAY USE THE KWIKTRUST SERVICES

6.1 The KwikTrust Products are only for adult users. You warrant that you are at least 18 years old. If you are not at least 18 years old, you must not use the KwikTrust Products.

6.2 We are the owner or the licensee of all intellectual property rights in the KwikTrust Products and materials and content published on or through the KwikTrust Products, and in all related concepts, technical know-how and all modifications customisations, revisions, bug fixes, enhancements, improvements and derivative works (collectively, the **Derivative Works**), all of which are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly stated herein, the Terms do not grant you any rights to any intellectual property rights (whether registered or unregistered), or any other rights or licences in respect of the KwikTrust Products or the Derivative Works. To the extent it is determined that you have any right in connection with the KwikTrust Products or the Derivative Works, you hereby irrevocably: (i) assign to KwikTrust in perpetuity any right, title and interest, whether now existing or later arising (including by present assignment of future rights), that you may have in or to the KwikTrust Products or the Derivative Works and/or related intellectual property rights; and (ii) agree to take any action which KwikTrust requests to vest or protect its right, title and interest in the KwikTrust Products and the Derivative Works.

6.3 Limited right to print off and download. You may print off one copy, and may download extracts, of any page(s) from our Website or otherwise provided to you through the KwikTrust Products for your personal use only.

6.4 No right to copy, modify or distribute. Other than as expressly permitted by us, you must not copy, modify or distribute the paper or digital copies of any materials you have printed off or downloaded from the KwikTrust Products in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics from the KwikTrust Products separately from any accompanying text. You must not repurpose, quote, or extract any materials provided through the KwikTrust Products.

6.5 Acknowledgement of our status as authors. Our status (and that of any identified contributors) as the authors of content on our Website or otherwise provided to you through the KwikTrust Products must always be acknowledged.

6.6 No right to use content for commercial purposes. You must not use any part of the content on our Website or content otherwise provided to you through the KwikTrust Products for commercial purposes without obtaining a licence to do so from us or our licensors.

6.7 Linking to our Website. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our Website other than that set out above, please contact us at admin@kwiktrust.com or use the online Contact Form on the Website.

6.8 We are not responsible for websites we link to. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources, make no representation, warranty or commitment in relation to them, and are not responsible for such. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third

party, and not us. You should refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

6.9 The KwikTrust Products may include content uploaded or posted by other users. You accept that content uploaded or posted by you and other users of the KwikTrust Products (**User Content**) may not have been verified or approved by us, that we make no representations, warranties or guarantees (whether express or implied) that such User Content is accurate, complete or up to date, and that the views expressed by other users do not represent our views or values. We do not control any User Content.

6.10 Uploading or posting User Content

- (a) All User Content must comply with the Terms.
 - (b) Any facts comprised in User Content must be accurate and any opinions must be genuinely held.
 - (c) Any photos of individuals uploaded must reflect their true current physical appearance.
 - (d) User Content must comply with all applicable laws and regulations in any relevant jurisdiction, including any country from which such User Content can be viewed, and not be in contempt of court.
 - (e) User Content must not:
 - (i) be defamatory of any person; be obscene, offensive, hateful or inflammatory; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; promote violence or any illegal content or activity; or bully, insult, intimidate, humiliate, harass, upset, embarrass, alarm or annoy any other person;
 - (ii) include pornographic, indecent, obscene, or child sexual abuse material;
 - (iii) promote discrimination of any kind, including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (iv) infringe any intellectual property rights;
 - (v) be likely to deceive any person, or give the impression that your contribution emanates from us if this is not the case;
 - (vi) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (vii) impersonate any person or organisation or misrepresent your identity or affiliation with any person or organisation;
 - (viii) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse, or contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, made are likely to understand such statement as constituting a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- or

(ix) contain any advertising or promote any products, services, websites or resources provided by you or third parties.

(f) You agree to not use the KwikTrust Products to generate unsolicited advertisements or spam, or to use any automatic or manual process to search or harvest information from the Website.

(g) If you post User Content, you warrant that any User Content complies with the standards set out in the Terms and you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

(h) If you access User Content, you accept that we are not responsible for such User Content and therefore make no representations, warranties or guarantees, whether express or implied, that the User Content is accurate, complete or up to date.

(i) We have the right to immediately remove (temporarily or permanently) any posting you make on (or messages you send through) the KwikTrust Products, if, in our sole discretion, we believe your posts or messages do not comply with the standards set out in the Terms.

(j) Any content you upload or post to the KwikTrust Products will be considered non-confidential. Unless otherwise agreed, you retain all of your ownership rights in such content, and you hereby grant to us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.

(k) You accept that we reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the KwikTrust Products constitutes a violation of their intellectual property rights, or of their right to privacy.

(l) You agree not to distribute or make available any User Content uploaded or made available by us or other users of the KwikTrust Products.

(m) You are solely responsible for securing and backing up your content.

6.11 We are not responsible for viruses and you must not introduce them. We do not guarantee that the KwikTrust Products will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the KwikTrust Products. You should use your own virus protection software.

6.12 You must not:

(a) misuse the KwikTrust Products by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

(b) attempt to gain unauthorised access to the KwikTrust Products, the server on which the KwikTrust Products is stored or any server, computer or database connected to the KwikTrust Products;

(c) use any robot, spider, scraper, deep link or other data gathering or extraction tool, program, algorithm or methodology to access, acquire, copy or monitor the Website or any portion of it;

(d) use or attempt to use any engine, software, tool, agent or other device to navigate or search the KwikTrust Products, other than search engines and search agents available through the KwikTrust Products or through generally available third party web browsers; or

(e) attack the KwikTrust Products via a denial-of-service attack or a distributed denial-of service attack.

By breaching this clause, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the KwikTrust Products (including the Website) will cease immediately.

6.13 You must not:

(a) 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 these Terms:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the KwikTrust Products in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the KwikTrust Products; or

(b) access all or any part of the KwikTrust Products in order to build a product or service which competes with the KwikTrust Products; or

(c) use the KwikTrust Products to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the KwikTrust Products available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the KwikTrust Products.

6.14 You must use all reasonable endeavours to prevent any unauthorised access to, or use of, the KwikTrust Products and, in the event of any such unauthorised access or use, promptly notify us.

6.15 We are not responsible for anything done by you in breach or contravention of this clause 6.

6.16 Consequences of breach of this clause 6. When we consider that a breach of this clause 6 has occurred (in our absolute and sole discretion), we may take such action as we deem appropriate, and such breach may result in our taking all or any of the following actions:

(a) suspension of your Registered User Account in accordance with clause 5.5;

(b) ending your right to use the KwikTrust Products in accordance with clause 13.51.1(a)(b), and for the purposes of such clause the breach shall be deemed to be not capable of being remedied;

(c) immediate, temporary or permanent removal of any User Content uploaded by you;

- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or further legal action against you;
- (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

6.17 We exclude our liability for all action we may take in response to breaches of this clause 6. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

6.18 Your responsibility for access by third parties. You are responsible for ensuring that all persons who access the KwikTrust Products through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

7. CHANGES TO THE TERMS AND THE KWIKTRUST SERVICES

7.1 Changes to the Terms. We may amend the Terms from time to time, and you are deemed to accept and agree to be bound by any amendments to the Terms when you use any element of the KwikTrust Products after these amendments have been made. Every time you wish to use any element of the KwikTrust Products, please check these terms to ensure you understand the terms that apply at that time.

7.2 Changes to the KwikTrust Products offering. Subject to the remainder of this clause 7, we may update and change any element of the KwikTrust Products offering as advertised on our Website, including suspending or withdrawing elements of the KwikTrust Products, from time to time. We do not guarantee that any element of the KwikTrust Products will always be available, uninterrupted or error-free.

7.3 Minor changes to the KwikTrust Products. Once you have signed up to access the KwikTrust Products, we may make changes:-

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements that will not materially affect your use of the relevant product (e.g. to address a security threat).

7.4 More significant changes to the KwikTrust Products. Once you have signed up to access the KwikTrust Products, we may make more significant changes but if we do so we will notify you and you may then contact us to end your contract for the supply of the KwikTrust Products before the changes take effect and receive a refund for any products paid for but not received.

8. SUBSCRIBING TO KWIKTRUST SERVICES

8.1 Please follow the on-screen prompts to place your order for certain Paid KwikTrust Products (as defined in clause 9.1). You may only submit an order using the method set out on the Website.

8.2 Each order is an offer by you for the Paid KwikTrust Products specified in the order subject to these Terms. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate. After you place your order, you will receive an email from us

acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 8.3.

8.3 Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date a legally binding contract between you and us will come into existence in relation to those Paid KwikTrust Products confirmed in the Order Confirmation (the **Contract**).

8.4 If we cannot accept your order for the Paid KwikTrust Products for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Paid KwikTrust Products (if applicable), we will refund you the full amount.

8.5 In respect of any Paid KwikTrust Products which are provided on a subscription basis, subject to our receipt of all applicable fees in accordance with clause 9, the Contract shall commence on the date of Order Confirmation and shall continue, unless earlier terminated in accordance with the Terms, for the period of time which you subscribed for (the **Initial Subscription Term**) and, thereafter, shall be automatically renewed for successive periods, each of same length of time as the Initial Subscription Term (in each case, each a **Renewal Term**), unless terminated in accordance with clause 8.6. The Initial Subscription Term together with any subsequent Renewal Terms shall constitute the **Subscription Term**.

8.6 The Paid KwikTrust Products shall not automatically renew under clause 8.5 if:-

- (a) you cancel your subscription to the KwikTrust Products via the Website at least 30 days prior to the end of the Initial Subscription Term or the then-current Renewal Term, in which case the provision of the relevant KwikTrust Products shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Term, as applicable; or
- (b) we notify you of termination at any time prior to the end of the Initial Subscription Term or the then-current Renewal Term, in which case the provision of the relevant KwikTrust Products shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Term.

9. FEES AND PAYMENT

9.1 Fees. You must pay for certain KwikTrust Products in accordance with the Terms, as indicated on the Website (the **Paid KwikTrust Services**).

9.2 Where to find the fees for the Paid KwikTrust Products. The fees for any Paid KwikTrust Products will be indicated on the relevant page of the Website, including the order pages when you placed your order.

9.3 We will pass on changes in the rate of VAT. If the rate of VAT (or any other sales or similar tax) (**VAT**) changes between your order date and the date we supply the Paid KwikTrust Products to you, we will adjust the rate of VAT that you pay, unless you have already paid for the Paid KwikTrust Products in full before the change in the rate of VAT takes effect.

9.4 When you must pay and how you must pay. We accept payment through methods of payment indicated on the order pages when you place your order. You must pay for the Paid KwikTrust Products before you access them.

9.5 Subscription changes. If you need to use the KwikTrust Products outside of your subscription limits, or otherwise subscribe for additional or further KwikTrust Products, you must upgrade your subscription accordingly. If your upgrade is accepted by us, you must pay any applicable increase in fees prior to using the upgraded KwikTrust Products.

9.6 If you are paying by credit card, you must provide us with valid, up-to-date and complete credit card details (and any other relevant valid, up-to-date and complete contact and billing details) prior to the date of Order Confirmation, and you hereby authorise us to bill such credit card:

- (a) on or prior to the date of Order Confirmation, for the subscription fees payable in respect of the Initial Subscription Term, if applicable; and
- (b) if applicable, on or prior to the start of each Renewal Term for the subscription fees payable in respect of such Renewal Term; and
- (c) at any time if you opt to receive further, additional or upgraded KwikTrust Products to which fees apply, in respect of the remainder of the Initial Subscription Term or the then-current Renewal Term.

9.7 If we have not received payment within 30 days after the due date for any amount, and without prejudice to any other rights and remedies we may have:

- (a) we may, without liability to you, disable your password, account and access to all or part of the KwikTrust Products and we shall be under no obligation to provide any or all of the KwikTrust Products while the fees concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.8 All amounts and fees stated or referred to in the Terms:

- (a) shall be payable in pounds sterling;
- (b) are, unless otherwise expressly stated herein, non-cancellable and non-refundable;
- (c) are exclusive of VAT, which shall be added at the appropriate rate if applicable.

10. PROVIDING THE KWIKTRUST SERVICES

10.1 Right to use the KwikTrust Products. Provided we have received all applicable payments due from you, and subject to the Terms, we hereby grant to you a non-exclusive, non-transferable right:-

- (a) **If you are a Consumer,** to use the KwikTrust Products during the Subscription Term; and
- (b) **If you are a Business,** to permit your employees who you have authorised to use the KwikTrust Products (**Authorised Users**) to use the KwikTrust Products (i) during the Subscription Term, (ii) solely for your internal business operations and (iii) subject to any other limitations contained in this clause 10.

10.2 The remaining provisions of this clause 10 apply to Businesses only.

10.3 In relation to Authorised Users, you undertake that:

- (a) the maximum number of Authorised Users that you will allow to access and use the KwikTrust Products will not exceed any maximum number notified to you by us from time to time;
- (b) you will not allow or suffer more than one individual to use the KwikTrust Products as an Authorised User unless that Authorised User has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the KwikTrust Products;
- (c) each Authorised User shall keep a secure password for their use of the KwikTrust Products, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep their password confidential;
- (d) you shall maintain a written, up to date list of current Authorised Users and provide such list to us within 5 Business Days of our written request at any time;
- (e) you shall permit us or our designated auditor to audit your use of the KwikTrust Products and your facilities in order to establish your compliance with the Terms;
- (f) if any of the audits referred to above reveal that you have underpaid applicable subscription fees or any other amount, then without prejudice to our other rights and remedies, you shall pay to us an amount equal to such underpayment as calculated in accordance with the fees referred to in the Terms, within 10 business days of the date of the relevant audit; and
- (g) you are responsible and fully liable for all acts and omissions of Authorised Users as if they are the acts and omissions of you.

10.4 Your Obligations. You must:

- (a) provide us with:
 - (i) all necessary co-operation in relation to the Terms; and
 - (ii) all necessary access to such information as may be required by us,
 - in order to provide the KwikTrust Products, including but not limited to security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to your activities under the Terms;
- (c) carry out all of your other responsibilities set out in the Terms in a timely and efficient manner. In the event of any delays to such, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the KwikTrust Products in accordance with the Terms and shall be responsible and liable to us for any of such persons' breach of the Terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for us to perform our obligations under the Terms;
- (f) ensure that your network and systems comply with the relevant specifications required for the receipt of the KwikTrust Products from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in the Terms, solely responsible for (A) procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centres, and (B) all problems, conditions, delays,

delivery failures and all other loss or damage arising from or relating to the your network connections or telecommunications links or caused by the internet.

10.5 The rights provided under this clause are granted to you only and shall not be considered granted to any of your subsidiary or holding companies.

11. WHEN WE WILL PROVIDE THE KWIKTRUST SERVICES.

11.1 We will make the Paid KwikTrust Products accessible to you as soon as is reasonably practicable after we have accepted your order, provided we have received any payments due. If you are a Consumer, you consent to us making the Paid KwikTrust Products accessible to you immediately upon accepting your order and you acknowledge that this means that you will lose your right of withdrawal from the contract once the services have been supplied to you.

11.2 We are not responsible for delays outside our control. If our supply of any KwikTrust Products that you have ordered is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Paid KwikTrust Products you have paid for but not received.

11.3 We may need to delay granting access Without prejudice to clause 11.2, we may need to delay granting you access to the KwikTrust Products for the reasons set out in clauses 7.3 and/or 7.4, and if this delay is for a period of more than 30 days, you may contact us to end the contract for the relevant Paid KwikTrust Products, and we will refund any sums that you have paid in advance for that product.

11.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the KwikTrust Products to you (e.g. a valid email address). If so, this will have been stated in the description of the relevant product on our Website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or inaccurate information, we may either end the Contract (and will refund any money you have paid in advance for Paid KwikTrust Products) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of any failure or delay in the supply of the KwikTrust Products to you, if this failure or delay is caused by your failure or delay in giving us the complete and accurate information that we need in order to supply the KwikTrust Products within a reasonable time of us asking for it.

11.5 Compatibility Requirements. Our Website clearly sets out the software and systems that are required to ensure compatibility with, and the smooth running of, the KwikTrust Products (the **Compatibility Requirements**). It is your responsibility to ensure that you satisfy the Compatibility Requirements before placing any order. We shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of your failure to satisfy the Compatibility Requirements.

12. RIGHT TO CHANGE YOUR MIND FOR PAID KWIKTRUST SERVICES

12.1 The provisions of this clause 12 only apply to Consumers.

12.2 Your legal right to change your mind. You have 14 days after the date we confirm your order for Paid KwikTrust Services to change your mind about the purchase, but you lose the right to cancel any service when it's been completed (and you must pay for any services provided up the time you cancel).

12.3 How to let us know and what happens next. If you change your mind contact us at admin@kwiktrust.com or use the online Contact Form on the Website. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

12.4 If you think there is something wrong with your Paid KwikTrust Products, you must contact us at admin@kwiktrust.com or use the online Contact Form on the Website.

13. ENDING A CONTRACT

13.1 You may cease using the KwikTrust Products, or any element of them, at any time and you do not need to notify us of your intention to do so (but you remain liable to pay to us any applicable sums due under the Terms).

13.2 We can end a Contract with you and claim any compensation due to us if:-

- (a) you don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due; or
- (b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, in accordance with clause 11.4.

13.3 The remaining provisions of this clause 12 only apply to Businesses.

13.4 Without affecting any other right or remedy available, we may terminate a Contract with immediate effect by giving written notice to you. In the event we exercise our rights under this clause, we shall refund pro-rata any fees which have already been paid by you which are applicable to the period after the date of termination until the end of the Initial Subscription Term or the then-current Renewal Term.

13.5 Without affecting any other right or remedy available to it, either we or you may terminate a Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Terms on the due date for payment and remains in default 30 days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any other term of the Terms and (if such breach is remediable) fails to remedy that breach within a period of 3 business days after being notified in writing to do so.

13.6 On termination of a Contract for any reason:

- (a) all rights and licences granted under the Terms shall immediately terminate and you shall immediately cease all use of the KwikTrust Products;
- (b) we may destroy or otherwise dispose of any Data in our possession unless we receive, no later than ten days after the effective date of the termination of the Contract, a written request for the

most recent back-up of the Data to be delivered to you. We will use reasonable commercial endeavours to deliver such back-up of the Data within 30 days of receipt of such a written request, provided that you have paid all fees and amounts outstanding at and resulting from termination (whether or not due at the date of termination). You will pay all reasonable expenses incurred by us in returning or disposing of the Data; and

- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination shall not be affected or prejudiced.

14. DEPENDENCIES

14.1 We make no representations, warranties or guarantees, whether express or implied, that the content on our Website, or information otherwise provided through the KwikTrust Products is accurate, complete or up to date or that it is kept up to date, and we expressly disclaim any warranties of non-infringement or fitness for a particular purpose.

14.2 In providing the KwikTrust Products, we rely on:

- (a) the accuracy of third party data; and
(b) the satisfactory performance of:
- third party software and systems (including open source software);
 - our, and your, Internet connection and system capabilities; and
 - our own bespoke software and systems,

together, the **Dependencies**.

14.3 Without prejudice to clause 15 below, we shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of the failure of any of the Dependencies.

14.4 If you are a Registered User, if the KwikTrust Products have been materially adversely affected by a failure of any of the Dependencies, then we shall notify you in writing, providing full details of the relevant failure, as soon as reasonably practicable after becoming aware of it.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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

15.2 If you are a Business:

- (a) we exclude all implied conditions, warranties, representations or other terms that may apply to these Terms, your receipt or use of the KwikTrust Products, or any content or information provided through the KwikTrust Products;

- (b) we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in whole or in part from your receipt or use of the KwikTrust Products, or any content or information provided through the KwikTrust Products;
- (c) in particular, we will not be liable for: (i) loss of income, profits, sales, business, revenue or data; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage of any kind, in each case whether arising in whole or part from your receipt or use of the KwikTrust Products, or any content or information provided through the KwikTrust Products; and
- (d) without prejudice to paragraphs (a) to (c) above, our aggregate liability to you in respect of a claim under or in connection with the Terms, your receipt or use of the KwikTrust Products or any content or information provided through the KwikTrust Products, whether in contract, tort or otherwise, shall not exceed the fees paid or payable by you during the Subscription Term.

15.3 If you are a Consumer:

- (a) we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen;
- (b) we only provide the KwikTrust Products to you for domestic and private use. You agree not to use the KwikTrust Products for any commercial or business purposes, and we have no liability to you for: (i) loss of income, profits, sales, business, revenue or data; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage of any kind, in each case that arises in whole or part from your breach of this paragraph (b); and
- (c) if defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. YOUR INDEMNIFICATION OF US

You hereby indemnify and hold harmless KwikTrust and our affiliates for any losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever, that are suffered or incurred by us or our affiliates as a result (in whole or in part) of your breach of any provision(s) of the Terms.

17. CONFIDENTIALITY

17.1 You or we may be given access to information that is proprietary or confidential and is either clearly labelled as such or by its nature intended to be confidential (**Confidential Information**) in relation to the KwikTrust Products. Confidential Information shall not include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

17.2 Subject to clause 17.3 and 17.4, each of us will 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 to comply with its obligations under the Terms.

17.3 A party may disclose Confidential Information to its employees, officers, directors, agents, representatives, contractors, consultants and professional advisors on a need to know basis in order for the party to comply with its obligations under the Terms, provided that such persons are subject to a duty of confidentiality to that party no less onerous than the obligations hereunder.

17.4 A party may disclose Confidential Information to the extent 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, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

17.5 This clause 17 shall survive termination or expiry of the Terms, however arising.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [*Privacy Policy*](#).

19. DATA PROTECTION

19.1 The provisions of this clause apply to Businesses only.

19.2 For the purposes of this clause, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the Applicable Data Protection Laws. **Applicable Data Protection Laws** means all applicable data protection and privacy legislation in force from time to time in the UK, and the EU where applicable, including, where applicable, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (**DPA**) (and regulations made thereunder) or any successor legislation, and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

19.3 We and you agree to comply with all applicable requirements of Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, any obligations or rights under Applicable Data Protection Laws.

19.4 For the purposes of Applicable Data Protection Laws, we may process personal data as a processor on behalf of you as controller in respect of certain KwikTrust Products. Should this determination change, we will work together in good faith to make any changes which are necessary to the Terms.

19.5 You hereby:-

- (a) consent to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by us in connection with the processing of the relevant personal data; and
- (b) will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the relevant personal data to us or lawful collection of the same by use, for the duration and purposes of the Terms.

19.6 Without prejudice to the generality of clause 19.3, we shall:-

- (a) process personal data only on the documented instructions of the other party, which shall be to process the personal data for the purposes of complying with our obligations in relation to the KwikTrust Products and under the Terms, unless we are required by applicable laws and regulations to otherwise process that personal data;
- (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which you have reviewed and confirm are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any personnel engaged and authorised by us to process personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist you insofar as this is possible (taking into account the nature of the processing and the information available to us), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify you without undue delay on becoming aware of a personal data breach involving the personal data;
- (f) at your written direction, delete or return personal data and copies thereof to you on termination of the agreement unless it is required by applicable laws and regulations to continue to process that personal data. For the purposes of this clause, personal data shall be considered deleted where it is put beyond further use by us; and
- (g) maintain records to demonstrate our compliance with this clause and allow for reasonable audits by you or your designated auditor, for this purpose, on reasonable written notice.

19.7 You hereby provide your prior, general authorisation for us to appoint subprocessors to process the personal data, provided that we:-

- (a) shall ensure that the terms on which we appoints such subprocessors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on us in this clause;
- (b) shall remain responsible for the acts and omission of any such subprocessor as if they were the acts and omissions us; and
- (c) shall inform you of any intended changes concerning the addition or replacement of the subprocessors, thereby giving you the opportunity to object to such changes provided that if you object to the changes and cannot demonstrate, to our reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, you shall indemnify us for

any losses, damages, costs (including legal fees) and expenses suffered by the processor in accommodating the objection.

19.8 You hereby provides its prior, general authorisation for us to transfer personal data outside of the UK or the EEA (as applicable) as required for the purposes of complying with our obligations in relation to the KwikTrust Products and under the Terms, provided that we shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, you shall promptly comply with our reasonable requests, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time or by the UK Information Commissioner from time to time (as applicable).

19.9 You hereby indemnify and hold harmless KwikTrust and our affiliates for any losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever, that are suffered or incurred by us or our affiliates as a result (in whole or in part) of any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by you of any Applicable Data Protection Law or your obligations under this clause.

20. OTHER IMPORTANT TERMS

20.1 Our trade mark is registered. “KWIKTRUST” and “KTX” are UK registered trade marks of Kwik Limited. You are not permitted to use these trade marks without our approval, unless it is part of any material you are using as permitted by the Terms.

20.2 If you are a Business, the Terms represent the entire agreement and understanding between us regarding your use of KwikTrust Products, and supersede all previous agreements between us.

20.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under the Terms to another organisation. If you are a Registered User, we will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.4 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under the Terms to another person if we agree to this in writing.

20.5 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

20.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.7 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

20.8 Which laws apply to this contract and where you may bring legal proceedings. The Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.