

# Terms of Service

Last Updated: May 17, 2022

Tautona welcomes you to our website (the "Site") and the applications and services available from us, through the Site or other platforms (collectively with the Site, the "Services"). Your use of the Site and the Services are governed by these Terms of Service (these "Terms"). Any time you browse the Site or use the Services in any way, you agree to be bound by these Terms. If you don't agree to these Terms, do not use the Site or the Services.

Your use of the Services is also subject to our Privacy Policy, which is located on the Services, as well as any policies and procedures we publish from time to time (collectively, the "Policies"). We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion.

Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision that may limit your ability to pursue claims against us in court. Please read them carefully and review them regularly.

## Eligibility

When you use the Services, you represent that you are (i) at least the age of majority in the jurisdiction where you reside.

You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

## Registration & Account

Certain of the Services or portions of the Site may require you to register for an account ("Account"), becoming a "Registered User". As part of the Account creation process, you may be asked to provide a username and password unique to the Account ("Login Information"). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party. If you suspect any unauthorised use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account on behalf of an organisation under an agreement between us and that organisation, that organisation may have administrator rights to access your account and any information provided under your Account.

## Indemnification

(a) Tautona irrevocably and unconditionally indemnifies Customer against all losses suffered or claims instituted against Customer, resulting from or in connection with, directly or indirectly -

(i) the material breach of any warranty provided in terms of this Agreement; and/or  
(ii) any act performed or not performed by Tautona or any of its directors, officers, employees, subcontractors or agents relating to or in connection to this Agreement, including but not in any manner limited to such acts performed or not performed involving misrepresentation, gross negligence, fraud or willful misconduct;

(b) The Customer irrevocably and unconditionally indemnifies Tautona against all Losses suffered or claims instituted against Tautona, resulting from or in connection with, directly or indirectly, any material breach of this Agreement by Customer or any of its directors, officers, employees, subcontractors or agents

## Data Protection

Tautona will be required to process Confidential Information for purposes of providing the Services and shall comply with the provisions of all Laws which regulate the protection of Confidential Information, including without limitation the Data Protection Legislation and the Data Processing Agreement entered into by the Parties through the Master Services Agreement (MSA) signed before user access to the services are granted.

## Electronic Signatures and Notices

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

## Governing Law

This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation made as an inducement to enter into this Agreement), will be governed by and construed and enforced in accordance with English Law. The Parties accept the exclusive jurisdiction of the English Courts in relation to any dispute arising under or in connection with this Agreement.

## Intellectual Property Rights

(a) The Parties acknowledge and accept that all Intellectual Property Rights belonging to a Party (“Owning Party”) will remain the sole and exclusive property of that Owning Party and accordingly

- (i) each Owning Party hereby authorises and undertakes to grant the other Party (“Benefiting Party”) access to and use of its Intellectual Property Rights during the Initial Term and any Renewal term only as strictly necessary for the performance by the Benefiting Party of its obligations under this Agreement;
- (ii) each Benefiting Party irrevocably and unconditionally undertakes in favour of the Owning Party not to use the Intellectual Property Rights of the Owning Party for any purpose other than as specified in this Agreement;

- (iii) any Intellectual Property Rights which are from time to time made available by an Owning Party to the Benefiting Party may only be used and/or copied or reproduced with the express written consent of the Owning Party;
  - (iv) all IT Material which embodies Intellectual Property Rights of an Owning Party shall, by virtue of remaining the sole and exclusive property of the Owning Party, be returned by the Benefiting Party to the Owning Party forthwith on the written demand of the Owning Party;
  - (v) upon the expiration, cancellation or termination of this Agreement, each Benefiting Party shall immediately cease to use all the IT Material associated with the Owning Party's Intellectual Property Rights and shall immediately return all such IT Material to the Owning Party;
  - (vi) each Benefiting Party shall inform the Owning Party, as soon as reasonably possible, of any infringement of the Intellectual Property Rights of the Owning Party which comes to the attention of such Benefiting Party, and shall further use its best endeavours to protect the Intellectual Property Rights of such Owning Party.
- (b) The Parties acknowledge and accept that nothing shall prevent Tautona from independently developing similar Services for other Customers of Tautona provided that: (i) such deliverables are based solely on the training data, business rules and confidential information provided to Tautona by its other Customers (as documented in writing);

## Confidential Information

- (a) Each Disclosing Party hereby acknowledges that –
- (i) in the course of its involvement with the Receiving Party, Confidential Information belonging to the Disclosing Party will be disclosed to and come to the attention of the Receiving Party;
  - (ii) in the event of the unauthorised disclosure of the Confidential Information, the Disclosing Party may suffer irreparable financial and other harm.
  - (iii) The Receiving Party undertakes not to disclose, in whole or in part, any Confidential Information to any third party without the prior written approval of the Disclosing Party.
  - (iv) The Receiving Party's confidentiality obligations hereunder shall remain in force for an indeterminate period after the Signature Date.
  - (v) The Receiving Party undertakes not to use the Confidential Information for any other purpose or in any manner that is adverse or detrimental to the interests of the Disclosing Party.
- (b) Notwithstanding section (a), Confidential Information may be disclosed by a Receiving Party to any other person to the extent to which such Confidential Information –
- (i) is disclosed to the Receiving Party's directors, officers, responsible employees or professional advisors who require such disclosure for the purpose of such Party implementing or enforcing this Agreement or obtaining professional advice or for the purpose of complying with any law or Applicable Law or Data Protection Law;
  - (ii) is made public other than as a result of any breach of this Agreement or any other agreement;
  - (iii) is publicly disclosed or disclosed to a third party with the Disclosing Party's prior written consent;
  - (iv) corresponds in substance to information disclosed and/or made available by a third party to the Receiving Party at any time without any obligation not to disclose same, unless the Receiving Party knows that the third party from whom it received that information is prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation to other Party;
  - (v) is in respect of Confidential Information which was already in the possession of the Receiving Party prior to its disclosure by the Disclosing Party to the Receiving Party or is independently developed by the Receiving Party without reference to the Confidential Information;
  - (vi) is required to be disclosed by any stock exchange on which a Party is listed;

- (vii) is required to be disclosed pursuant to a requirement of a Governmental Body or the Applicable Laws or the Data Protection Laws or any other applicable law, so long as the Receiving Party that is required to disclose any information in terms hereof provides the other Party with prior notice of such disclosure.

## **Data Protection**

Tautona will be required to process Confidential Information for purposes of providing the Services and shall comply with the provisions of all Laws which regulate the protection of Confidential Information, including without limitation the Data Protection Legislation and the Data Processing Agreement entered into by the Parties through the Master Services Agreement (MSA) and any annexes.

## **Master Services Agreement**

The overall relationship between Tautona and the Customer is governed by the Master Services Agreement signed by both parties. Usage of this site and Services is conditional upon the Master Services Agreement. The Master Services Agreement takes precedence over any clause in this Terms of Service.