

## Onfido – End Client Terms

### 1. DEFINITIONS

**Brand Features** means the trade names, trademarks, logos and other distinctive brand features of the applicable party.

**Content** means any information, text, graphics, or other materials uploaded, downloaded or appearing as part of the Services.

**Developments** means the improvements to and development of Onfido’s Identity Verification Services, as described in the Onfido Privacy Policy (<https://onfido.com/privacy/>)

**Information Security Policy** has the meaning attributed to it in Clause.3.2.1.

**Personal Data** means any information relating to an identified or identifiable User.

**Privacy Laws** means any applicable rules, laws, regulations, directives and governmental requirements currently in effect and as they become effective relating to privacy or data protection.

**Processing means** any operation or set of operations which is performed on personal data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Reports** means a summary at a User level containing one or more of the checks provided as part of the Services.

**Security Breach** has the meaning attributed to it in Clause 3.4.

**Services** means the identity verification services, including the Developments, offered by Onfido from time to time, as described in the Onfido Privacy Policy.

**Software** means any software provided by Onfido, including the software development kit (or “SDK”) and any maintenance release which is being made available as part of the Services.

**Site** means www.onfido.com and its subdomains.

**User** means any person whose identity is being verified by the Partner using the Services.

### 2. DESCRIPTION OF PROCESSING

Subject Matter, Nature, and Purpose of Processing	Partner’s Provision of the Services
Duration of Processing	
Categories of Personal Data	Full Name Email address Company affiliation Onfido User Tracking numer Country Date of birth Address Phone number Gender Title

	Photograph/video of the User's face Identity document and information describing the identity document Check status/outcome and related tracking information Biometric data
<b>Categories of Data Subjects</b>	Users

### 3. END CLIENT OBLIGATIONS

**3.1.** End Client agrees to provide or make available to Partner or assist Partner with the collection of Personal Data. Such information includes but is not limited to the information described in clause 2. End Client consents to Partner's Processing to provide the Services, and End Client represents and warrants that it has taken all required steps to ensure that Partner may lawfully obtain the Personal Data for the purpose of providing the Services in accordance with Privacy Laws (including by having obtained all necessary consents and provided all necessary notices, where required).

**3.2.** End Client is solely and fully responsible for ensuring that all User's data is accurate, complete and captured in a form that Partner can process to maximise the quality of Service.

**3.3.** Subject to the partners obligations to provide the Services with reasonable care and skill, the End Client assumes sole responsibility for conclusions drawn from use of the Services (including the Reports, the Content and the Site).

**3.4.** The End Client will comply with all applicable laws and regulations (including any obligation to seek prior regulatory review, approval, or similar) with respect to its use of the Services and will not: (a) use the Services to discriminate against the User or in a manner that causes damage or injury to any person or property; (b) use the Services in a manner that could be reasonably expected to bring Onfido into disrepute or otherwise harm its reputation; (c) act or omit to act in a way which interferes with or compromises the integrity or security of the Services; (d) access all or any part of the Services in order to build a product or service which competes with the Services; (e) amend or remove Onfido Brand Features or "powered by Onfido" language from the Services, Site, or Software; (f) make use of the Onfido API without prominently displaying "powered by Onfido" language in a place that is clearly visible to Users; (g) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (as applicable) in any form or media or by any means to any individual or entity, including without limitation, Users; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or (h) attempt to access the Services other than through the means made available to the Client by Onfido. Any breach of this clause will be deemed to be a material breach.

**3.5.** End Client acknowledges and agrees the services are based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, employment, or any other similar purpose. Accordingly, End Client shall not use any services as part of its decision-making process for determining a consumer's eligibility for credit, insurance or any other similar purpose. For the avoidance of doubt, this clause is not intended to prohibit the Client from using the Services for the purpose of verifying a User's identity.

**3.6.** End Client is responsible for maintaining the confidentiality of any password(s) or security routines it is given or sets to access and use the Services, and is fully responsible for all activities that occur under the End Client's password(s) or security routines. The End Client agrees to notify the Partner immediately of any accidental or unauthorised access to or use of the Services, whether suspected or confirmed. In the event of a suspected or confirmed security incident impacting End Client's use of the Services or other exigent circumstances, Partner reserves the right to immediately withdraw or suspend access to the Services and to alter the Client's password(s).

**3.7.** End Client will comply with the Onfido SDK License [insert license in a form substantially similar to Schedule 2 (SDK License)].

#### **4. PARTNER OBLIGATIONS**

**4.1.** Data Processing. Partner will:

**4.1.1.** Process Personal Data only in accordance with this Agreement;

**4.1.2.** inform the End Client if, in its opinion, an instruction from the End Client infringes any Privacy Laws;

**4.1.3.** not disclose or otherwise make available any Personal Data to any third party service provider acting on Partner's behalf without first (i) imposing contractual obligations on the third party recipient that are substantially similar to those imposed on Partner under this Agreement; and (ii) including the third party service provider in Partner's list of third party service providers before sharing any Personal Data with that third party service provider. Partner shall make the list of third party service providers available to End Client, and if End Client objects to any third party service provider, End Client may terminate this Agreement. Partner agrees to remain liable to the End Client for the aforementioned third party service provider's Processing of Personal Data;

**4.1.4.** cooperate and assist the End Client in responding to any User's request to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing, or any other rights available to the User under Privacy Laws;

**4.1.5.** otherwise amend, correct, or delete Personal Data upon the End Client's request;

**4.1.6.** where requested by the End Client and required under Privacy Laws, provide such assistance as the End Client reasonably requires (taking into account the nature of the Processing and the information available to Onfido) for the End Client to (i) conduct data protection impact assessments; and (ii) consult with data protection supervisory authorities;

**4.1.7.** take measures designed to ensure the reliability of all personnel who Process Personal Data by (i) performing background checks upon such personnel (where permissible under applicable law); (ii) assigning specific and necessity-based access privileges to such personnel; (iii) ensuring that such personnel have undergone training in data protection and privacy; and (iv) ensuring that such personnel are bound by obligations of confidentiality;

**4.1.8.** ensure that all Personal Data residing in the European Economic Area is not transferred out of the European Economic Area to data recipients in third countries which do not ensure an adequate level of data protection as determined by the European Commission or the Information Commissioner's Office, unless the parties have entered into European Commission approved Standard Contractual Clauses or other data protection safeguards in compliance with Privacy Laws; and

**4.1.9.** provide other reasonably necessary assistance for the End Client to meet its compliance obligations under Privacy Laws with respect to the Service.

#### **4.2. Security Safeguards.**

**4.2.1.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons and in accordance with a comprehensive information security policy ("Information Security Policy"), Partner will establish, maintain and comply with administrative, physical, technical and organizational safeguards designed to ensure the security and confidentiality of Personal Data and to prevent the unauthorised disclosure of, or access to, Personal Data.

**4.2.2.** Partner's Information Security Policy will: (i) implement back-up and disaster recovery systems; (ii) continuously assess risks to the security of Personal Data by (1) assessing the likelihood and potential damage of such risks, taking into account the sensitivity and risk of the Personal Data, (2) identifying internal and external threats that could result in a Security Breach, and (3) conducting penetration testing; and (iii) take appropriate steps to protect against such risks.

#### **4.3. Audits**

**4.3.1.** Partner will, keep at its normal place of business detailed, accurate and up-to-date records relating to the Processing of Personal Data by Partner.

**4.3.2.** Partner shall, subject to confidentiality obligations, make available to the Partner all information (including by allowing for and contributing to audits and inspections by the Partner) required and reasonably necessary to demonstrate Onfido's compliance with its obligations under Privacy Laws.

**4.3.3.** Partner shall promptly resolve all data protection and security issues discovered by the End Client and reported to End Client that reveal a breach or potential breach by Partner of any of its obligations under this Agreement or Privacy Laws.

**4.4. Security Breach.** In the event Partner confirms any breach of security involving its facilities, networks or systems and any unauthorised disclosure of, or access to, Personal Data (each, a "Security Breach"), Partner will (i) promptly notify the End Client of the Security Breach; and (ii) provide all reasonable help for the End Client to investigate and remedy the Security Breach.

**4.5. Return or Destruction of Personal Data.** Either upon request by the End Client or when Partner no longer needs to Process Personal Data to fulfill the purposes for processing identified in this Agreement (whichever is earlier), Partner will (a) cease all use of Personal Data; and (b) destroy all Personal Data (unless storage of any Personal Data is required by applicable law, including Privacy Laws).