

DATA SOURCE LICENCE — TRULIOO

Trulioo Information Services Inc.

This Data Source Licence applies where the Client accesses, or receives the benefit of, electronic identity verification, business verification, fraud intelligence, watchlist screening or related services provided by Trulioo Information Services Inc., a company incorporated under the laws of British Columbia, Canada (**Trulioo**), as a Data Source via the FrankieOne Software and Services. The terms of this Data Source Licence are required by Trulioo and are incorporated into the Agreement between Frankie Financial Pty Ltd (**FrankieOne**) and the Client pursuant to the Order Form and Section 11 (Compliance With Data Source Licences) of the Terms and Conditions. By conducting any Transaction utilising Trulioo as a Data Source, the Client agrees to be bound by, and to observe, the terms of this Data Source Licence.

1. Interpretation

1.1 In this Data Source Licence:

- (a) **“Agreement”** means the agreement between FrankieOne and the Client under which the Client accesses the Services, comprising the Order Form and the Terms and Conditions;
- (b) **“Applicable Laws”** means all laws, rules and regulations applicable to the Services, including those relating to privacy, data protection and data security;
- (c) **“Consumer”** means an individual whose information is included in Customer Information or the Results;
- (d) **“Controller Services”** means those Services identified by Trulioo as “Controller Services” (at the date of this Data Source Licence, Business Verification and Fraud Intelligence), in respect of which Trulioo acts as an independent controller of Personal Information;
- (e) **“Customer Information”** means the information, documents, text, pictures, photographs and other materials supplied by or on behalf of the Client to Trulioo (whether directly or via FrankieOne) and related information collected from Consumers in connection with the Services, including images of identity documents and other documents and images of Consumers;
- (f) **“Data Providers”** means any third party data sources or other service providers engaged by Trulioo to provide the Results, including government agencies, suppliers of identity verification services and credit reference agencies;
- (g) **“Data Provider Terms”** means the additional terms of a Data Provider set out in the Service-Specific Terms that apply to the Services, countries and Data Providers configured for the Client;
- (h) **“Documentation”** means the manuals, documentation and other related materials pertaining to the Services or their use that Trulioo makes available (whether directly or via FrankieOne);
- (i) **“Feedback”** means suggestions, comments or feedback regarding the Services;
- (j) **“Permitted Purpose”** means, for each Service and Data Provider, the permitted purpose specified in the Service-Specific Terms;
- (k) **“Personal Information”** means information relating to an identified or identifiable natural person, or as otherwise defined under Applicable Laws;
- (l) **“Results”** means data, content or other information accessed by or delivered to the Client from the Services;
- (m) **“Services”** means the Trulioo electronic identity verification and related services (including, as applicable, KYC Data, KYC Document, Watchlist, Business Verification, Fraud Intelligence and Workflow Studio) made available to the Client as a Data Source via the FrankieOne Software and Services, including all Results and any updates and continuous improvements to them;

- (n) **“Service-Specific Terms”** means Trulioo’s Service Specific Terms available at <https://www.trulioo.com/legal/SST> (or such other location as Trulioo may notify, including via FrankieOne), as updated by Trulioo from time to time, including the Permitted Purpose, Additional Obligations and Data Provider Terms set out in them;
 - (o) **“Trulioo Confidential Information”** means non-public information relating to Trulioo, the Services or the Data Providers that is made available to the Client by or on behalf of Trulioo or FrankieOne in connection with the Services, including the identity of Trulioo’s Data Providers, the Documentation, access credentials and the Service-Specific Terms, but excluding Customer Information. Except with respect to Personal Information, Trulioo Confidential Information does not include information that is generally known to the public, information received in good faith from a third party not subject to a confidentiality obligation owed to the source, or information independently developed by the Client without access to or knowledge of the Trulioo Confidential Information, in each case as demonstrated by documentary evidence;
 - (p) **“Trulioo Marks”** means Trulioo’s trademarks, service marks, trade names, brand names, logos, trade dress, symbols, designs, slogans, corporate names, business names, domain names, social media handles and other identifiers; and
 - (q) capitalised terms used but not defined in this Data Source Licence have the meanings given to them in the Agreement.
- 1.2 In applying the Service-Specific Terms to the Client under this Data Source Licence: (a) references to “Customer” are references to the Client; (b) references to the “Order Form” or any “Order Form Supplement” are references to the Services, countries and Data Providers configured for the Client via the FrankieOne Software and Services; (c) references to the “Agreement” or the “Services Agreement” are references to the Agreement, including this Data Source Licence; and (d) a right expressed to be exercisable by Trulioo may be exercised by Trulioo or by FrankieOne on Trulioo’s behalf.
- 1.3 In the event of any conflict or inconsistency between this Data Source Licence and any other part of the Agreement with regard to the subject matter of this Data Source Licence, this Data Source Licence prevails to the extent of the inconsistency. Nothing in this Data Source Licence grants the Client any right in respect of the Services, the Results or the Documentation beyond those granted under the Agreement.

2. Compliance with Applicable Laws

- 2.1 The Client will comply with all Applicable Laws with respect to the Client’s use of the Services and the Client’s activities under the Agreement, including in relation to the provision of complete and accurate Customer Information and the Client’s use of the Results.

3. Service-Specific Terms and Permitted Purpose

- 3.1 The Client will only access and use the Services in compliance with the Service-Specific Terms, including the Permitted Purpose, the Additional Obligations and the Data Provider Terms applicable to each Service and Data Provider configured for the Client. The Client will use each Service, and the Results obtained from it, solely for the applicable Permitted Purpose.
- 3.2 The Client acknowledges that:
- (a) the provision of the Services is contingent on Trulioo utilising certain Data Providers, and by using a Service the Client authorises and instructs Trulioo to share the applicable Customer Information with the Data Providers configured for that Service as necessary to provide the Service, including to deliver the Results. Customer Information may be transferred to, and processed in, any country in which the relevant Service is performed by the applicable Data Providers, provided that Trulioo and the Data Providers take such measures (including entering into appropriate contractual terms) as are necessary to ensure that those transfers are made in accordance with applicable data protection laws;

- (b) Trulioo may add, remove or replace Data Providers within a Service configuration for the purpose of maintaining or improving the Services or to address market changes, trends or requirements; and
 - (c) Trulioo may amend the Service-Specific Terms (including the Data Provider Terms) where necessary to comply with changes made by Data Providers or with legal or regulatory changes affecting the Services. If an amendment notified to the Client (including via FrankieOne) is not acceptable to the Client (acting reasonably), the Client may cease its use of the affected Service before the effective date of the amendment. The Client's continued use of the affected Service after that date constitutes the Client's agreement to the amendment.
- 3.3 Where the Service-Specific Terms require the Client to be approved by a Data Provider, to complete a form or declaration, or to enter into terms directly with a Data Provider before a Service is made available, the Client will do so and will not use the relevant Service until that requirement has been satisfied.
- 3.4 Where the Client wishes to use KYC Data Services in respect of Canada, the Client must, before access to those Services is enabled, complete Trulioo's Credentialing and Account Subscription Form and enter into Trulioo's Agreement for the Supply of Services in Canada directly with Trulioo, in the form provided by FrankieOne, and must comply with that agreement in its use of those Services.

4. Restrictions on Use; Intellectual Property

- 4.1 The Client will access and use the Services and the Documentation for the Client's own internal business purposes only. The Documentation is made available solely to enable the Client to access and use the Services and may not be used for any other purpose.
- 4.2 The Client will not, and will not attempt to, and will not permit any third party to:
- (a) distribute, market, re-sell, re-license, sub-license, rent, lease, adapt, enhance, modify, de-compile, disassemble, reverse engineer, reproduce, create adaptations or derivative works of, or translate the whole or any part of the Services or the Results;
 - (b) provide, or otherwise make available, the Services to any third party unless required by Applicable Laws;
 - (c) merge the Services into other products or services in a way that exposes or makes the Services, in whole or in part (including the Results), accessible to other service providers who make their services available on or through the Client's services;
 - (d) represent, advertise or hold out to any third party that the Services or the Results were developed by, originated from or are proprietary to the Client, or otherwise obscure or misrepresent Trulioo's role as the provider of the Services and the Results, provided that the Client is not required to attribute the Results to Trulioo on a per-transaction or per-Result basis;
 - (e) use the Services, any portion of them, or any Result to train, fine-tune or otherwise improve any artificial intelligence, machine learning, foundation or large language model, or use the Services or any Result as model inputs for such training;
 - (f) use, cache or store Results in persistent storage for the purposes of building a database, bypassing submission of transactions to the Services, or reusing or repurposing the Results;
 - (g) modify, correct or alter the Services or the content of the Results, or adapt, make improvements to or create derived data based on the Services or the Results, other than to the extent necessary to incorporate the Results into the Client's own internal verification records and reports for the Permitted Purpose;

- (h) use or exploit the Services in order to create products that compete with products offered by Trulioo, or use or reference the Results to create a product or service that is substantially similar to, or that materially replicates proprietary features of, the Services; or
 - (i) publish or disclose any benchmark, performance or security test results regarding the Services or the Results without Trulioo's prior written consent.
- 4.3 The Client acknowledges that Trulioo, its Data Providers and its other service providers own and retain all intellectual property rights in and to the Services, the Documentation, the Results and the Trulioo Marks, including any updates, adaptations, modifications, enhancements or derivative works of them. The Client's rights in respect of the Services and the Documentation are limited to the right to access and use them during the term of the Agreement in accordance with the Agreement and this Data Source Licence; no other rights are granted to the Client, whether by implication or otherwise, and the Client will not use any Trulioo Marks without Trulioo's prior written consent.
- 4.4 If the Client provides any Feedback, whether to FrankieOne or to Trulioo, Trulioo may use, commercialise and disclose that Feedback for any purpose, in any manner and without restriction, compensation or any obligation of confidentiality to the Client.

5. Malicious Code

- 5.1 The Client will not introduce any computer virus, or other type of malicious code designed or intended to have, or capable of performing, any DDoS attack or any of the following outcomes: disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorised access to, the Services or Trulioo's computer systems or networks, or damaging or destroying any data.

6. Consumer Reporting Laws

- 6.1 The Client will not use the Services for purposes or in a manner that would constitute or generate "consumer reports", "investigative consumer reports" or equivalent regulated outputs under the United States Fair Credit Reporting Act (FCRA) or similar laws.

7. Consumer Consent; Customer Information; Results

- 7.1 The Client will obtain and retain freely given, specific and informed consent from each Consumer whose Customer Information includes Personal Information and is submitted to the Services (or will otherwise establish a sufficient legal basis) to transfer that Customer Information to FrankieOne, Trulioo and the Data Providers as required for the provision of the Services, and will provide all notices required under Applicable Laws for that purpose.
- 7.2 As between the Client, FrankieOne and Trulioo, the Client owns the Customer Information. The Client grants to Trulioo a fully paid-up, royalty-free, revocable, non-exclusive, worldwide right and licence to access, receive, copy, store, process, use and disclose Customer Information as necessary to provide and improve the Services for fraud detection or prevention purposes, to comply with Trulioo's obligations to FrankieOne in respect of the Services and to comply with Applicable Laws.
- 7.3 The Client represents and warrants that the Customer Information has been lawfully collected and processed, that all notices have been provided and a sufficient legal basis has been established (including, where applicable, all necessary consents having been obtained) to share the Customer Information with Trulioo and the Data Providers for the purposes contemplated by this Data Source Licence, and that Trulioo's use of the Customer Information as permitted by this Data Source Licence does not and will not violate or infringe any rights of any third party.
- 7.4 Unless otherwise required by Applicable Laws, Trulioo does not store Customer Information or Results beyond what is reasonably required to provide the Services. Upon termination or expiry of the Agreement, or of the Client's access to the Services, the Client will return or delete all Results, except that the Client may retain Results for audit purposes or as required by Applicable Laws, provided that the Client does not access any retained Results for active use and all retained Results remain subject to the Agreement and this Data Source Licence until deleted.

8. Controller Services

- 8.1 Where the Client uses Controller Services, the Client acknowledges that Trulioo acts as an independent controller of the Personal Information it processes in providing those Services, and the Client will at all times ensure that:
- (a) all Customer Information transferred to Trulioo has been collected, processed and transferred in accordance with all applicable data protection and privacy laws;
 - (b) all data (including Personal Information) made available to the Client by Trulioo through or in connection with the Controller Services is held in the strictest confidence, subject to the permissions granted in the Agreement; and
 - (c) no such data is forwarded, sent or disseminated to any third party other than as necessary for the purposes for which the Controller Services are provided.
- 8.2 Before submitting any Personal Information to a Controller Service, the Client will ensure that its (or, where the Client is not the controller, the ultimate controller's) publicly accessible privacy notice at a minimum: (a) includes a description of the types of data collected by Trulioo (or its Data Providers) for the purposes of the Controller Services; and (b) discloses the identity of Trulioo as a controller of that data. Trulioo's Services Privacy Policy, published on Trulioo's website, describes the data Trulioo collects and how it uses it, and may assist the Client in meeting these requirements.
- 8.3 The Client will, upon written request from FrankieOne or Trulioo, provide evidence of the consents, notices and opt-out mechanisms referred to in clause 7 and this clause 8.

9. Trade Compliance

- 9.1 The Client will comply with applicable export control and trade sanctions laws, rules and regulations, including the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security and the U.S. Department of the Treasury's Office of Foreign Assets Control (**OFAC**) (collectively, **Trade Laws**), in its use of the Services.
- 9.2 The Client represents and warrants that it is not: (a) located, organised or resident in a country or territory that is subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine); (b) identified on any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List and Sectoral Sanctions Identifications List administered by OFAC; or (c) owned or controlled by, or acting on behalf of, any party described in (a) or (b).
- 9.3 The Client will not use the Services to disclose, transfer, download, export or re-export, directly or indirectly, any aspect of the Services to any country, entity or person that is ineligible to receive such items under the Trade Laws. The Client acknowledges that the Services may not be available in all jurisdictions.

10. Upgrades

- 10.1 The Client acknowledges that Trulioo may release and implement upgrades to the Services upon notice and may require transition to the latest version of the Services in accordance with Trulioo's upgrade practices. Trulioo will endeavour to provide at least three months' prior notice of a material upgrade and to support the prior version for not less than six months following such notice, unless a security, legal or performance issue requires earlier action. FrankieOne will pass on any such notice to the Client as soon as reasonably practicable after receiving it, and the Client will cooperate with FrankieOne to implement any changes required on the Client's side to transition to the latest version within the period notified.

11. Disclaimer; No Rights Against Trulioo

- 11.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES (INCLUDING THE RESULTS) AND THE DOCUMENTATION ARE PROVIDED BY TRULIOO ON A STRICTLY "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND TRULIOO EXPRESSLY

DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE SERVICES (INCLUDING THE RESULTS) AND THE DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS:

- (a) IN RELATION TO THE SUITABILITY, QUALITY, MERCHANTABILITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR DOCUMENTATION;
- (b) THAT THE SERVICES (INCLUDING THE RESULTS OR ANY OTHER INFORMATION RETURNED TO THE CLIENT THROUGH THE SERVICES) ARE COMPLETE, ACCURATE OR CORRECT. ANY RESULTS OR OTHER INFORMATION PROVIDED BY TRULIOO TO THE CLIENT AS PART OF THE SERVICES RELY ON THE COMPLETENESS, ACCURACY AND CORRECTNESS OF THE INFORMATION SUBMITTED TO TRULIOO, INCLUDING, WITHOUT LIMITATION, THE CUSTOMER INFORMATION AND, WHERE APPLICABLE, THE INFORMATION PROVIDED BY THE APPLICABLE DATA PROVIDERS. TRULIOO ACCEPTS NO LIABILITY FOR ANY INACCURACY, INCOMPLETENESS OR OTHER ERROR IN ANY DATA OR INFORMATION INCLUDED IN CUSTOMER INFORMATION PROCESSED IN CONNECTION WITH THE SERVICES;
- (c) THAT THE SERVICES OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF ANY SPECIFIC CLIENT USE CASE OR REGULATORY REQUIREMENT;
- (d) THAT THE CLIENT'S USE OF THE SERVICES OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED; OR
- (e) REGARDING THE INTEROPERABILITY, COMPATIBILITY OR COEXISTENCE OF THE SERVICES WITH THE CLIENT'S OPERATING SYSTEMS, NETWORK ENVIRONMENTS OR HARDWARE.

11.2 The Client acknowledges that the Services are provided to it by FrankieOne under the Agreement and that nothing in this Data Source Licence or the Agreement is intended to or will confer upon the Client any rights, benefits or remedies against Trulioo, and the Client is not entitled to enforce any provision of the agreement between FrankieOne and Trulioo. To the maximum extent permitted by Applicable Laws, Trulioo disclaims all liability and responsibility to the Client arising out of or relating to the Services.

12. Confidentiality; Access Credentials

12.1 The Client will:

- (a) not disclose, nor permit any person to disclose, Trulioo Confidential Information to any other person or entity except to those of the Client's directors, officers, employees and contractors who have a strict need to know in order to use the Services in accordance with the Agreement, each of whom must be advised of the Client's confidentiality obligations under this Data Source Licence and be subject to confidentiality obligations at least as restrictive as those set out in this Data Source Licence. If the Client is legally required to disclose Trulioo Confidential Information, the Client will, unless prohibited by law, promptly notify FrankieOne of the request or requirement and reasonably assist FrankieOne and Trulioo in seeking confidential treatment of the Trulioo Confidential Information required to be disclosed;
- (b) protect Trulioo Confidential Information with the same degree of care it uses to safeguard its own information of a similar character, and not less than a reasonable degree of care, implementing appropriate administrative, physical, technical and organisational measures, policies and procedures to protect it against accidental or unlawful destruction or accidental loss, unauthorised alteration, disclosure or access, and other unlawful forms of processing;
- (c) promptly notify FrankieOne in writing if it suspects, has reason to believe or confirms that any Trulioo Confidential Information is or has been lost, stolen, compromised, misused or

used, accessed or acquired in an unauthorised manner or by any unauthorised person, or for any purpose other than as authorised under the Agreement; and

- (d) return or destroy Trulioo Confidential Information: (i) upon termination or expiry of the Agreement or of the Client's access to the Services; or (ii) within ten (10) days of receipt of a written request from FrankieOne or Trulioo, except that the Client may retain copies of Trulioo Confidential Information created solely by the Client's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Client's standard archiving and back-up procedures, but not for any other use or purpose.
- 12.2 The access credentials allocated to the Client for the Services (including any API key) are Trulioo Confidential Information. The Client will access the Services only using the access credentials allocated to it, will keep them secure and will not share them with, or permit their use by, any third party.
- 12.3 The Client acknowledges and agrees that FrankieOne may disclose to Trulioo such information about the Client as Trulioo reasonably requires to register, provision, administer and verify the Client's use of the Services, including the Client's name, industry, website, contact details, the Services deployed, use case, expected transaction volumes and geographies, and that FrankieOne and Trulioo may share information about the Client's use of the Services with each other and with the applicable Data Providers as required to provide the Services or to verify compliance with this Data Source Licence.

13. Compliance Verification; Suspension

- 13.1 The Client will promptly inform FrankieOne in writing, and cease its use of the relevant Service, if the Client is no longer able to comply with this Data Source Licence (including the Service-Specific Terms) in respect of that Service.
- 13.2 The Client will, upon reasonable request from FrankieOne or Trulioo, promptly provide reasonable documentary evidence of its compliance with this Data Source Licence, and will provide all reasonable assistance to allow Trulioo to audit (virtually or on a documentary basis) the Client's compliance with the Service-Specific Terms and the applicable Data Provider Terms and to otherwise enable Trulioo to comply with its obligations to the Data Providers.
- 13.3 The Client acknowledges that, where directed by a Data Provider, Trulioo may (with reasonable prior consultation with FrankieOne) contact the Client directly for the limited purposes of service quality assurance, compliance verification and incident response.
- 13.4 If the Client breaches this Data Source Licence, or if Trulioo or a Data Provider requires the suspension of the Client's access, FrankieOne may (and, where required by Trulioo, will) suspend the Client's access to the affected Services. Except where immediate suspension is required by Applicable Laws or by a Data Provider, or to prevent material harm to the Services, FrankieOne will give the Client written notice and a reasonable opportunity to cure the circumstances giving rise to the suspension before suspending access. Any suspension will be limited in scope and duration to what is reasonably necessary, and access will be restored promptly once those circumstances are cured or otherwise resolved.

14. Assignment

- 14.1 The Client may not assign or transfer this Data Source Licence or any of its rights under it, or subcontract or delegate any of its obligations under it, whether voluntarily, involuntarily, by operation of law or otherwise, except as permitted under the Agreement and provided that any permitted assignee agrees in writing to be bound by this Data Source Licence.