

Checkstep Terms of Service

Specification Sheet

Delivery of the Services

This Specification Sheet, together with the accompanying Terms of Business, form the "Agreement" governing the delivery of the Services by CheckStep Limited (trading as "CheckStep"), a private limited company incorporated in England and Wales with registered number 12583264 whose registered office is at 10 Bolt Court, London, EC4A 3DA (the "Provider") to the Customer (each as defined in the Specification Sheet and accompanying Terms of Business).

The Provider and the Customer each being a "Party" and together the "Parties" to this Agreement.

Definitions

In this Specification Sheet and the accompanying Terms of Business, except where the context otherwise requires, the words below shall have the following meanings:

Defined term	
Customer	Organisation or individual who is the ultimate beneficiary of the service.
Effective Date	means the date of the first access to Checkstep computing infrastructure.

Fee Schedule

Item	Description	Amount and payment details
Fixed Subscription fee	Subscription fee payable by the Customer to the Provider in respect of the delivery of the Services, granting access to content moderation platform for up to 10,000 units of compute per month.	Free Text/textual metadata (texts must have less than 1000 unicode characters): up to 10,000 text fields per Month Static Images: Up to 2,000 images Video/Streaming: same as static images assuming a fixed sampling rate
Variable fee based on additional usage	For more than 10,000 text field or 2,000 images processed per months.	To be agreed with the customer.

Service Level

The table below sets out the service levels and restrictions on usage in relation to the Customer's use of the Services during the Term:

Item	Service Level
CheckStep	99.99% Uptime or more: Uptime is the percentage of total possible minutes CheckStep was available during a calendar month. Our commitment is to maintain at least 99.99% uptime: [[total minutes in quarter - downtime] / total minutes in quarter] >99.99%
Customer Support	24/7 priority helpline for paying customers, response within 4 hours.

Terms of Business

BACKGROUND:

(A) The Provider has developed a content moderation application which it makes available to subscribers via a monitoring interface and application programming interface.

(B) The Customer wishes to use the Services.

(C) The Provider has agreed to provide and the Customer has agreed to take and pay for the Provider's service subject to the terms and conditions of these Terms of Business.

1. Definitions and interpretation

1.1 In these Terms of Business, except where the context otherwise requires, the following words shall have the following meanings:

Additional Items means any additional services (including (but not limited to) media extensions, source content providers, content analytics and customer support usage extensions) requested by the Customer in accordance with Clause 3.1 over and above those set out in the Service Level;

Affiliate means, in relation to a Party, any subsidiary and/or parent undertakings and any subsidiaries of such parent undertakings of such Party (as defined in the Companies Act 2006);

Authorised Users means those employees of the Customer or the Customer's Affiliates who are authorised by the Customer to use the Services and the Documentation (as notified by the Customer to the Provider in writing prior to the commencement of the Services);

Business Day means a day other than a Saturday, Sunday or public holiday in England;

Customer Data means the data inputted by the Customer, its clients, Authorised Users, or the Provider on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

Documentation means the FAQ guides and other documentation provided to the Customer by the Provider from time to time in connection with the delivery of the Services;

Fees means the fees payable by the Customer to Provider in respect of the delivery of the Services, as set out in the "Fee Schedule" of the Specification Sheet;

Fee Invoice means an invoice rendered by a Party to the other Party in respect of any Fees due in accordance with the Fee Schedule;

Force Majeure Event has the meaning given to it in Clause 14.1;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights,

in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Normal Business Hours means 9.00 am to 6.00 pm local UK time, each Business Day;

Privacy Policy means the privacy policy relating to the privacy and security of the Customer Data available at the Website or such other website address as may be notified to the Customer from time to time;

Service Level means the restrictions governing the Customer's use of the Services as set out in the "Service Level" section of the Specification Sheet;

Services means the content moderation services provided by the Provider through the Software to the Customer in accordance with the terms of this Agreement and the Documentation;

Software means the content curation and publication software applications developed and maintained by the Provider, delivered through an application programming interface or monitoring interface and made available at "<http://checkstep.com>" (together with all its related sub-domains);

Specification Sheet means the cover sheet accompanying these Terms of Business setting out the scope of the Services provided to the Customer by the Provider;

Term has the meaning given to it in Clause 13;

Uptime Commitment is calculated by subtracting from 100% the percentage of minutes during the relevant Billing Period in which the Services were unavailable;

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

Website means the website operated by the Company at "<http://checkstep.com>" together with all its sub- domains; and

Website IP Rights means all of the Company's Intellectual Property Rights subsisting in the Website, including all of the software (including the code base, source code and source code repository), designs, architecture and databases relating to the Website.

1.2. In these Terms of Business, the definitions contained in the accompanying Specification Sheet shall have the same meaning given to them.

2. Authorised Users

2.1 Subject to the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, the Provider hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's business operations and in accordance with the Service Level.

In relation to the Authorised Users, the Customer undertakes that each Authorised User shall keep a secure password for his use of the Services and Documentation and use reasonable endeavours to ensure each Authorised User shall keep his password confidential.

The Customer shall not access, store, distribute or transmit any Viruses during the course of its use of the and the Provider reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause.

2.2. The Customer shall not:

(A) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

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

(B) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation.

2.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Provider.

3. Additional Items

3.1. Subject to Clause 3.2, the Customer may, from time to time during the Term, purchase Additional Items. If the Customer wishes to purchase Additional Items, the Customer shall notify the Provider in writing. The Provider shall:

(A) evaluate such request for Additional Items; and

(B) notify the Customer in writing of the outcome of its evaluation and, if applicable, the total amount payable by the Customer in respect of such Additional Items.

3.2. If the Provider approves the Customer's request to purchase Additional Items, the Customer shall, within 14 days of the date of the Provider's invoice, pay to the Provider the relevant fees for such Additional Items. If such Additional Items are purchased by the Customer part way through the Term, such fees shall be pro-rated for the remainder of the Term.

4. Services

4.1 The Provider shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

4.2 The Provider shall use commercially reasonable endeavours to make the Services available with an Uptime Percentage of at least 99.99% each Billing Period during the Term, except for:

(A) planned maintenance carried out during the maintenance window of 2.00 am to 5.00am UK time;

(B) unscheduled essential maintenance performed outside Normal Business Hours, provided that the Provider has used reasonable endeavours to give the Customer at least 5 hours' notice in advance; and

C) Service interruptions caused by any Force Majeure Event.

4.3 The Provider shall, as part of the Services, provide the Customer with the Provider's customer support services in accordance with the Service Level as set out in the Specification Sheet and in accordance with the Provider's support services policy in effect at the time that the Services are provided.

Nothing in this Agreement shall be construed to make the Provider a party to any Document processed through the Services, and the Provider makes no representation or warranty regarding the transactions sought to be effected by any Document.

5. Customer

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Customer permits the Provider to:

(i) analyse all Customer's use of the CheckStep platform and accompanying Services; and (ii) analyse how the Provider might improve the Services. (iii) analyse usage and viewing metrics of any posts published using the platform.

5.3 The Provider shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Provider shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Provider in accordance with the archiving procedure. The Provider shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Provider to perform services related to Customer Data maintenance and back-up).

5.4 The Provider shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data, as such document may be amended from time to time by the Provider in its sole discretion.

5.5 If the Provider processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that the Customer shall be the data controller and the Provider shall be a data processor and in any such case:

(A) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Provider so that the Provider may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;

(B) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(C) the Provider shall:

(i) process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time and shall not process the personal data for any other purpose;

(ii) notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the personal data;

(iii) notify the Customer as soon as practicable if it receives a request from a data subject for access to that person's personal data and provide the Customer with full co-operation and assistance in relation to any such request; and

(iv) not transfer the personal data outside the European Economic Area without the prior written consent of the Customer; and

(D) each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6 Provider's obligations

6.1 The Provider undertakes that:

(A) the Services shall be performed substantially in accordance with the Documentation and with reasonable skill and care;

(B) to the extent necessary to deliver the Services, it shall be responsible for all content hosting requirements;

(C) the Services shall be performed in accordance with any agreed timetable or delivery schedule (or in the absence of a timetable or delivery schedule, in a timely and efficient manner; and

(D) it shall comply with any applicable laws and regulations with respect to its activities under this Agreement.

6.2 Notwithstanding Clause 6.1, the Provider:

(A) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(B) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to

limitations, delays and other problems inherent in the use of such communications facilities.

7 Customer's obligations

7.1 The Customer shall:

(A) provide the Provider with: (i) all necessary co-operation in relation to this Agreement; (ii) ongoing feedback in relation to the Services; and

(iii) all necessary access to such information as may be required by the Provider, in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(B) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Provider may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (C) comply with all applicable laws and regulations with respect to its activities under this Agreement; and
- (D) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

8 Charges and payment

8.1 The Fees shall be payable by the relevant Party in accordance with the Fee Schedule to the bank account nominated by that Party on the relevant Fee Invoice.

8.2 If a Party has not received payment in respect of any Fees within 30 days after the due date, and without prejudice to any other rights and remedies of the Provider:

- (A) the Provider may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (B) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Plc the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Provider's invoice (s) at the appropriate rate.

8.4 If, at any time whilst using the Services, the Customer wishes to purchase any Additional Item(s), the Provider shall charge the Customer (with such charge being added to the relevant invoice(s) for the remainder of the Term, as applicable), and the Customer shall pay the fees in respect of the Additional Item(s) at the Provider's then current rate.

8.5 The Provider shall be entitled to increase the Fees and/or the fees in respect of the Additional Item(s) on the date falling one calendar year from the Effective Date and on each subsequent anniversary of such date, upon 120 days' prior notice to the Customer and the Fee Schedule shall be deemed to have been amended accordingly.

9 Proprietary rights

9.1 The Customer acknowledges and agrees that the Provider and/or its licensors own all Intellectual Property Rights in the Services and the Documentation and the Website IP Rights. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10 Confidentiality

10.1 Each Party may be given access to confidential information from the other Party in order to perform its obligations under this Agreement. A Party's confidential information shall not be deemed to 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;
- (D) is independently developed by the receiving Party, which independent development can be shown by written evidence; or
- (E) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each Party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this Agreement.

11 Indemnity

11.1 The Customer shall defend, indemnify and hold harmless the Provider against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (A) such claim did not arise as a result of a manifest error of the Software;
- (B) such claim did not arise as a result of any breach of this Agreement by the Provider;
- (C) the Customer is given prompt notice of any such claim;
- (D) the Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (E) the Customer is given sole authority to defend or settle the claim.

11.2 The Customer shall defend, indemnify and hold harmless the Provider, its officers, directors and employees against any against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim that the Services or Documentation infringes any Intellectual Property Rights or right of confidentiality, and shall indemnify the Provider for any amounts awarded against the Provider in judgment or settlement of such claims, provided that:

(A) The Customer is given prompt notice of any such claim;

(B) the Provider provides reasonable co- operation to the Customer in the defence and settlement of such claim, at the Provider's expense; and

(C) the Customer is given sole authority to defend or settle the claim.

11.3 In no event shall the Provider, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(A) a modification of the Services or Documentation by the Customer (or any director, officer or employee of the Customer or anyone acting as agent for or otherwise on behalf of the Customer) or an Authorised User; or

(B) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Provider; or

(C) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement or any appropriate authority.

12 Limitation of liability

12.1 This Clause 12 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, agents and sub-contractors):

(A) arising under or in connection with this Agreement;

(B) in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(C) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

(A) other than in the case of a manifest error caused by the Software or any breach of this Agreement by the Provider, the Provider shall have no liability for any damage caused by the Customer's and its Authorised Users' use of the of Services;

(B) the Provider shall have no liability for any damage caused by:

(i) errors or omissions in any information, instructions or scripts provided to the Provider by the Customer in connection with the Services;

(ii) any actions taken by the Provider at the Customer's direction; and

(iii) a change in law that restricts or invalidates the Customer's use of the Services; and

(C) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.3 Nothing in this Agreement excludes the liability of either Party:

(A) for death or personal injury caused by negligence; or

(B) for fraud or fraudulent misrepresentation.

12.4 Nothing in this Agreement excludes or limits the liability of:

(A) the Provider in relation to the indemnities set out in Clause 11.2; or

(B) the Provider in relation to the undertaking given in Clause 9.2; or

(C) the Customer in relation to the indemnity set out in Clause 11.1

12.5 Subject to Clause 12.2, Clause 12.3 and Clause 12.4:

(A) the Provider shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(B) the Provider's total aggregate liability in respect of the delivery of the Services in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed an amount equal to the Fees paid by the Customer in the calendar year in which the relevant claim(s) arose; and

(C) the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed an amount equal to the Fees (together with any interest payable in accordance with clause 9.3(B)) paid by the Customer in the calendar year in which the relevant claim (s) arose.

13 Term and termination

13.1 This Agreement shall commence on the Effective Date and shall continue in force:

(A) until a Party provides at least 60 days' written notice to the other Party notifying them of their intention to terminate this Agreement (the "Term")

13.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

(A) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(B) the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(C) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(D) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this Agreement for any reason:

(A) all licences granted under this Agreement shall immediately terminate;

(B) each Party shall return and make no further use of any equipment, property, Software, Documentation and other items (and all copies of them) belonging to the other Party; and

(C) the Provider may destroy or otherwise dispose of any of the Customer Data in its possession unless the Provider receives, no later than 30 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data.

13.4 If the Customer terminates the Agreement in accordance with Clause 13.2 or 15.1, the Provider shall within 30 days of the date of termination refund to the Customer a pro rata amount of any pre-paid Fees or fees for Additional Items, representing the amount of such fees from the date of termination to the end of the Billing Period in relation to which the Fees were pre-paid.

14 Force majeure

14.1 The Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Provider or any other party), failure of a third-party service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration (each such event being a "Force Majeure Event").

14.2 If a Force Majeure Event continues for a period of more than 45 consecutive days, the Customer may terminate the Agreement immediately by giving the Provider written notice.

15 Notices

15.1 Any notice given under this Agreement may be given personally to the Provider or to the Customer (as the case may be) or may be sent by first class registered or recorded delivery to the Provider or the Customer at its registered office for the time being or may be sent by email.

16 Counterparts

16.1 This Agreement may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document any Party may execute this Agreement by signing any one or more of such documents or counterparts.

17 Rights and remedies

17.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 Assignment

18.1 Either Party may assign this Agreement to an Affiliate of such Party without consent of the other Party, provided that the relevant Party provides written notice to the other in advance.

18.2 Either party may assign this Agreement to any other person with the prior written consent of the other Party (such consent not to be unreasonably withheld).

19 Entire Agreement

19.1 This Agreement and the terms and conditions available on the Website constitute the whole and only agreement between the Parties relating to the subject matter of this Agreement.

19.2 Except in the case of fraud, each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.

19.3 Except in the case of fraud, no Party shall have any right of action against any other Party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.

19.4 For the purposes of this Clause, "pre- contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to this Agreement becoming legally binding.

20 Contract (Rights of Third Parties) Act 1999

20.1 The Parties to this Agreement do not intend that any terms of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

21 Governing law and jurisdiction

21.1 This Agreement is governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

21.2 The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Agreement. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.