

WORTHIX TERMS AND CONDITIONS OF USE

The latest version of this document is available at <http://www.worthix.com/agreements>. Worthix may update this document per the 'Communication of Updates and Modifications' process in the MSA. This document is public, while related Order Forms (OFs) are private and confidential, accessible only to the Client and Worthix.

These Terms and Conditions of Use ("Terms of Use") govern the access and use of the Worthix Products and Services by the Client and its authorized Users, as further defined in the Master Services Agreement ("MSA") and Data Processing Addendum ("DPA"). By accessing and using the Worthix Products and Services, the Client and Users agree to be bound by these Terms of Use, in conjunction with the terms outlined in the MSA and DPA. In the event of any inconsistency between these Terms of Use and the MSA or DPA, the terms of the MSA or DPA shall take precedence. All Worthix agreements, including the MSA, DPA, Terms and Conditions of Use, and Privacy Policy, are available at:

<http://www.worthix.com/agreements>

1. Definitions

- a) **"MSA"**: The Master Services Agreement entered into between Worthix and the Client, which governs the overall relationship and use of Worthix Products and Services.
- b) **"DPA"**: The Data Processing Addendum that outlines data processing activities and compliance obligations related to Client Data.
- c) **"Client"**: The entity that has entered into the MSA with Worthix.
- d) **"User"**: Any individual authorized by the Client to access and use the Worthix Products and Services.
- e) **"Worthix Products"**: Any platforms, applications, or other technologies developed or licensed by Worthix, as detailed in the MSA.
- f) **"Services"**: The full range of activities, deliverables, and support provided by Worthix in connection with the Worthix Products, as defined in the MSA.
- g) **"Client Data"**: Any data submitted to or processed within the Worthix Products by the Client or Users, as defined in the MSA and DPA.
- h) **"Privacy Policy"**: The document that outlines how Worthix collects, uses, and protects personal data.

2. Relationship with Master Services Agreement (MSA) and Data Processing Addendum (DPA)

These Terms and Conditions of Use are incorporated by reference into the Master Services Agreement (MSA) and govern the specific rules, responsibilities, and conduct of Users when accessing and using the Worthix Products and Services. The MSA provides the overarching terms and conditions governing the business relationship between Worthix and the Client, while the Data Processing Addendum (DPA) governs the processing of Client Data in compliance with applicable data protection laws. In the event of any conflict between these Terms and Conditions of Use and the MSA or DPA, the terms of the MSA or DPA shall take precedence.

3. Acceptance of Terms

Access and use of the Worthix Products and Services are subject to these Terms of Use and all other referenced documents, including the MSA, DPA, and Privacy Policy. In the event of a conflict between these Terms of Use and the MSA or DPA, the terms of the MSA or DPA shall govern.

4. Use of the Worthix Products and Services

4.1. Authorized Use

The Client and its authorized Users are granted a limited, non-exclusive, non-transferable right to access and use the Worthix Products and Services as outlined in the MSA. All use must comply with applicable laws and regulations and must not cause harm to the Worthix Products and Services or other users.

4.2. User Responsibilities

The Client and Users must ensure that all information provided during registration or use of the Worthix Products and Services is accurate and current. The Client is responsible for maintaining the confidentiality of account credentials and for all activities conducted under its accounts.

4.3. Prohibited Activities

The Client and Users are prohibited from engaging in activities that are illegal, fraudulent, or harmful, including but not limited to distributing malware, violating intellectual property rights, or misusing data as defined in the MSA and DPA.

5. Data Protection and Privacy

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6.1. Compliance

All data processing activities are governed by the terms of the DPA, which is incorporated by reference. The Privacy Policy outlines how personal data is collected, used, and protected. The Client and Users must familiarize themselves with and adhere to these policies.

6.2. User Data

The Client acknowledges that data submitted to the Worthix Products and Services by Users will be processed in accordance with the DPA and Privacy Policy. All data must comply with applicable laws and the terms of the DPA.

7. Intellectual Property

7.1. Ownership

Worthix retains all intellectual property rights in the Worthix Products and Services, as detailed in the MSA. The Client and Users are granted limited rights to use the Worthix Products and Services as specified in these Terms of Use and the MSA.

7.2. Restrictions

The Client and Users may not copy, modify, distribute, or create derivative works from the Worthix Products and Services without prior written consent from Worthix. All trademarks, logos, and service marks displayed in the Worthix Products and Services are the property of Worthix or third parties.

8. Limitation of Liability

8.1. General

Worthix's liability is limited as described in the MSA. Worthix shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Worthix Products and Services.

8.2. User Responsibilities

The Client and Users are responsible for any damage or loss caused by their misuse of the Worthix Products and Services, including violations of these Terms of Use, the MSA, or DPA.

9. Changes to the Terms

Worthix may update these Terms of Use periodically. The Client will be notified of any significant changes in accordance with the communication procedures outlined in the MSA. Continued use of the Worthix Products and Services following such changes constitutes acceptance of the updated terms.

10. Governing Law and Jurisdiction

These Terms of Use are governed by the laws specified in the MSA. Any disputes arising under these Terms will be resolved in accordance with the dispute resolution procedures outlined in the MSA.

11. Contact Information

For any questions or concerns about these Terms of Use, the Client should contact Worthix at legal@worthix.com