

Product Terms

Last Updated: December 1, 2024

These Product Terms govern the Offerings selected in Order Forms executed on or after the “Last Updated” date set forth above, and are incorporated by reference into the Agreement between Provider and Customer, and apply only to the particular Offerings selected in an operative Order Form, and supplement the Master Services Agreement solely with respect to those Offerings. Notwithstanding the foregoing, if you have a separate written agreement with Provider, then these Product Terms will not apply to those Offerings governed by that separate written agreement unless that separate written agreement provides otherwise. Unless defined in these Product Terms, all capitalized terms have the meanings set forth elsewhere in the Agreement.

Provider may update these Product Terms from time to time, and such updates will take effect: (a) in the case of updates necessary to comply with Applicable Law or pertaining to new Offerings or features, immediately upon the publishing of the update, or (b) in all other cases, upon the start of the next Order Form Renewal Term beginning on or after the “Last Updated” date above.

Core Product Terms

Customer’s access to and use of the Core Offering is subject to these additional Product Terms for the Core Offering which, along with the MSA and the Order Form in which the Core Offering is selected, comprise the Agreement between Customer and Provider for the Core Offering.

1. Customer’s Obligations.

1.1. Customer will:

- 1.1.1. Ensure End User is granted no more than a personal, non-transferable, and non-exclusive right to use the Core Offering only for using the Customer Application for the Permitted Purpose, and that End User may access and use the Core Offering only in conformance with (and will comply with) Applicable Law.
- 1.1.2. Ensure no title to the intellectual property rights of Provider and its licensors and Third-Party Suppliers is transferred to the End User.
- 1.1.3. Require each End User, prior to their first (direct or indirect) use of any portion of the Core Offering, including any Optional Features, to provide all of the following consents and agree to all of the following terms and conditions, with substantially similar wording (the “**End-User Requirements**”):

End User will not (and will not authorize, encourage, or cooperate with any third party to):

- a. Access or use the Core Offering for (i) immoral, illegal, or any other purpose which Provider may determine to be threatening, abusive or harmful, or (ii) in a manner that may infringe any intellectual property, contractual, proprietary or property right held by any third party;
- b. Disclose, sublicense, distribute, transmit, sell, resell, lease, rent, loan, or otherwise make available to third parties, or export, reproduce, modify, adapt, translate, port, download, store, create derivative works of, or attempt to reverse engineer (or derive the source code or the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals of) all or any portion (including any functionality or any extracted or derived data) of the Core Offering;
- c. Remove, disable, or otherwise limit the effectiveness of any technical protections in the Core Offering;
- d. Attempt to probe, scan, or test the vulnerability of the Core Offering or to breach or circumvent any security or authentication measures used by the Core Offering;
- e. Attempt to circumvent any capacity limits, storage limits, or other license, timing, or use restrictions associated with the Core Offering;
- f. Remove any copyright, trademark, confidentiality, or other proprietary rights notice from the Core Offering;
- g. Unbundle any component parts of the Core Offering for use separate from each other;
- h. Take any action (including the use of any third-party software or services) that disables, interferes with, disrupts, burdens, or interacts in an unauthorized manner with any part of the Core Offering (including any related devices, computer systems, servers, or networks);

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- i. Introduce any viruses, worms, defects, malware, or any item of destructive nature through the Core Offering;
 - j. Use the Core Offering for competitive analysis (including benchmark testing) to create, train, or improve (directly or indirectly) a product or service that substantially replicates the Core Offering, or to acquire any technical specifications or gain any competitive advantage;
 - k. Combine, use, or distribute the Core Offering with other software that could cause or result in the Core Offering to be subject to any open source license or similar license that: (i) requires as a condition of use, modification, or distribution that the GeoComply Core Offering or such other software to be: (1) made available or distributed in a form other than binary (e.g., in source code form); (2) licensed for the purpose of making derivative works; (3) licensed under terms that allow for reverse engineering, reverse assembling or disassembling of the Core Offering (other than as required to by law); or (iv) redistributable at no charge; or (ii) requires or purports to require the grant of any license, covenant not to sue, authorization or other right with respect to patents or patent applications;
 - l. Pre-fetch, cache, index, copy, re-utilize, extract, or store any data that is extracted or derived from the Core Offering via query by Customer or End User;
 - m. Send or otherwise post unsolicited or unauthorized communications, including commercial communications (such as spam) through the Core Offering;
 - n. Use automated means (including “web crawlers,” bots, robots, spiders, scrapers, or other types of software or hardware technology) to collect content or information, download materials automatically, or otherwise access the Core Offering;
 - o. access or use the Core Offering except in conformance with Applicable Law;
 - p. fail to comply with the export and re-export restrictions and regulations in the United States, Canada, and any other applicable jurisdiction, or transfer, or authorize the transfer, of the Core Offering to a prohibited jurisdiction or otherwise in violation of any such restrictions or regulations.
- 1.1.4. At Provider's request, provide Provider with reasonable evidence of compliance with the End-User Requirements. Provider may, acting reasonably, update the End-User Requirements, as may be required under Applicable Law for the operation of the Core Offering or features thereof, from time to time with thirty (30) days' notice to Customer, and Customer will use commercially reasonable efforts to promptly satisfy such End-User Requirements;
- 1.1.5. comply with the Google Terms; and
- 1.1.6. not: (a) do anything to add or alter logic to or interfere with the Core Offering (including where Customer delays passing or failing, caches any data to avoid paying fees or charges, or tries to build its own Wi-Fi AP database or IP or proxy database or anti-fraud database through any use of the Core Offering or Provider Data), or (b) disable any parts of the logic or functionality of the Core Offering without first obtaining Provider's prior written approval and paying the applicable license fee, if any.
- 1.2. Provider and its Affiliates and Third-Party Suppliers will not be liable to the End User for any damages arising out of their use of the Core Offering, regardless of the theory of liability (including negligence, tort, and strict liability).
- 1.3. NO WARRANTY FROM OR ON BEHALF OF PROVIDER OR ITS AFFILIATES AND THIRD-PARTY SUPPLIERS IS MADE TO END USER IN CONNECTION WITH THE CORE OFFERING, AND PROVIDER AND ITS AFFILIATES AND THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE CORE OFFERING, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, TITLE, NON-INFRINGEMENT, INTERFERENCE WITH QUIET ENJOYMENT, IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY UNDERTAKINGS.
2. **Core for Authentication.** To the extent that Core for Authentication is selected in an Order Form, the following will apply to Customer's access and use of Core for Authentication:
- 2.1. Notwithstanding Section 1.2 of the Master Services Agreement, Customer may not sublicense the Core for Authentication Offering, including to any Affiliate of Customer or any third party.

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- 2.2. Prior to using the Core for Authentication Offering with respect to any End User, Customer will obtain the consent of such End User, using the methods and language described herein. Customer will create an electronic record of consent and store such consent record with the account record for auditing purposes for the duration of the Agreement plus for an additional five (5) years after the termination or expiration thereof. Upon written request, Customer will affirm consent has been obtained, by sending the appropriate indicators via an API as directed by Provider, including records that prove that the specific consent language presented to any End User is readily and clearly associated and identified with (i) such End User's consent and (ii) the date and time such consent was given. Customer will stop passing any consent timestamps with respect to any End User to Provider upon discontinuation of Customer's business relationship with the End User or upon the End User's election to revoke or opt-out of any consent it has previously given.
- 2.3. Prior to using the Core for Authentication Offering in any jurisdiction, Customer will obtain from any competent regulatory authority for such jurisdiction any regulatory approvals that Customer may require to use the Core for Authentication Offering for the Permitted Purpose.
- 2.4. Customer will prominently display the consent language set forth below (the "**MNO Consent Language**"), or as may be modified by a Mobile Network Operator ("**MNO**") as communicated by Provider, on-screen to an End User as part of Customer's general terms and conditions, or upon application download or update. The terms of End User consent, including the MNO Consent Language set forth below, are subject to modification by an MNO, and Provider will promptly notify Customer, in writing, if an MNO modifies the terms of consent. Upon receipt of such written notice, Customer will update the MNO Consent Language or consent methods accordingly in its next update to its terms and conditions, and, upon written request by Provider, Customer will promptly present to Provider evidence that such updates were made in order to continue to receive the Core for Authentication Offering. The MNO Consent Language is as follows:

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to [CUSTOMER NAME] or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how to see how we treat your data.

3. **Core for Pre-Check.** To the extent that Core for Pre-Check is selected in an Order Form, the following will apply to Customer's access and use of Core for Pre-Check: Customer will not use Core for Pre-Check to directly satisfy any legal or regulatory requirement, including geolocation requirements for online sportsbook, icasino, or any other products or services that require any regulatory approvals or licenses for operation in any particular jurisdiction.
4. **GCI.** To the extent that GCI is selected in an Order Form, the following will apply to Customer's access and use of GCI:
 - 4.1.1. Customer will not (and will not authorize, encourage, or cooperate with any third party to):
 - 4.1.1.1. Transmit any data related to the health, trade union membership, racial or ethnic origin, sex life, criminal record or criminal allegations, political opinions, or religious or philosophical beliefs of a data subject or any other data for which transmission is prohibited by Applicable Law; or
 - 4.1.1.2. Allow any other company, business entity or individual, including any engaged in the business of geolocation, fraud detection, payment gateway services, chargeback management services, transaction data management, data validation or similar solution, to have access to or use GCI in any form or manner.
 - 4.1.2. Customer will notate within GCI the win/loss status for each chargeback case that Customer uses GCI to assist with.
 - 4.1.3. Each Authorized GCI Customer User Account is intended for use by only one person that has been authorized by Customer. Customer is responsible for ensuring that each Authorized GCI Customer User Account is provisioned to only one person and that such person complies with the provisions of the applicable provisions of the Agreement. Customer is solely responsible for all activity that occurs via any of its Authorized GCI Customer User Accounts. Account sharing is prohibited, and shared accounts may result in additional Fees as set forth in the Agreement.
5. **Definitions for the Core Offering.**
 - 5.1. "**Authorized GCI Customer User Account**" means an account that has been registered by or on behalf of Customer with GeoComply to access and use GCI.
 - 5.2. "**Core for Authentication**" means Provider's Core for Authentication Optional Feature used to verify an End User's identity to assist with enhanced KYC requirements and to determine if an End User is permitted to access or use the Customer Application and/or other relevant Customer products and services.
 - 5.3. "**Core for Pre-Check**" means Provider's Core for Pre-Check Optional Feature used to help route users to Customer's preferred Customer website, Application, or experience.
 - 5.4. "**Core Offering**" means the particular Core Offering as identified in the Order Form and described in Appendix A to the Order Form and applicable Documentation, if any, including any Optional Features for the Core Offering as identified in an Order Form.
 - 5.5. "**GCI**" means any of Provider's chargeback integrator products, including GCI-Pro or GCI-Enterprise.

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- 5.6. “**Google Terms**” means the Google agreements applicable to the GeoComply Core Offering, as may be updated from time to time, including: (a) the Google Maps terms and conditions available at http://www.google.com/help/terms_maps/; (b) the Google Legal notices available at https://www.google.com/help/legalnotices_maps/; and (c) the Google Acceptable Use Policy available at <https://enterprise.google.com/maps/terms/aup.html>.
- 5.7. “**Optional Features**” means any additional services, features, and functionalities, that are not included in the base Core Offering, including Core for Authentication, Core for Pre-Check, or GCI, but that are available to Customer for an additional Fee.