



JUMIO AUXILIARY SERVICES TERMS

These Auxiliary Services Terms (“**Auxiliary Services Terms**”) contain the applicable terms for any Auxiliary Services (defined below) and form part of the Agreement. Any capitalized term used but not defined herein has the meaning ascribed to it in the Agreement. The Auxiliary Services Terms are applicable only: (a) if Customer purchases or otherwise uses Jumio’s Auxiliary Services specified in the applicable Order (“**Auxiliary Services**”); (b) to all data submitted by Users to the Auxiliary Services (“**User Auxiliary Data**”); and (c) to all data provided by Jumio to Customer through the Auxiliary Services, including Auxiliary Services transaction results and data from Jumio and Vendor databases and listings (“**Jumio Auxiliary Data**”). Auxiliary Services, User Auxiliary Data, and Jumio Auxiliary Data are collectively referred to herein as “**Auxiliary Services and Data**.” For the avoidance of doubt, Auxiliary Services are included in the definition of Service, and User Auxiliary Data is included in the definition of User Information, as both defined terms are used in the Agreement to the extent that such use does not conflict with these Auxiliary Services Terms. In the event of a conflict between the terms of these Auxiliary Services Terms and the Agreement, the terms of these Auxiliary Services Terms shall control. No provision in these Auxiliary Services Terms shall in any manner limit the interpretation of any provision in the Jumio Terms and Conditions.

1. **CUSTOMER ACKNOWLEDGEMENTS.** The Auxiliary Services, including the User Auxiliary Data, are provided by Jumio and its applicable Vendors. All references to “Jumio” in the disclaimers, limitations of liability, and Customer’s indemnification obligations within the Agreement refer to Jumio and its Vendors. Customer acknowledges that Jumio and its Vendors act as independent controllers with respect to Jumio Auxiliary Data and User Auxiliary Data.
2. **USE OF AUXILIARY SERVICES.** Customer represents and warrants that Customer’s use of the Auxiliary Services shall be for only legitimate business purposes of fraud prevention, identity verification, or internal compliance programs relating to Customer’s business. Accordingly, Customer shall restrict access to the Auxiliary Services to personnel who have a need to know as part of their official duties. Customer shall be responsible for ensuring that (when required by applicable law) consents for Jumio and its Vendors to place and use SDKs, cookies, or similar technologies on User devices in the performance of the Auxiliary Services are obtained.
3. **JUMIO AUXILIARY DATA.**
 - 3.1. Jumio Auxiliary Data and all copies, improvements, modifications and derivative works thereof, and all Intellectual Property Rights relating thereto are and shall remain the exclusive property of Jumio or its Vendors and shall be the Confidential Information of Jumio or its Vendors. Jumio grants a revocable, non-exclusive, non-transferable, non-assignable, limited license to Customer to use the Jumio Auxiliary Data for its internal use only.
 - 3.2. In addition to the restrictions in Section 2.1 (License Restrictions) of the Agreement, Customer may only use Jumio Auxiliary Data for its own internal use, and shall not:
 - (a) pass Jumio Auxiliary Data to third parties, including to any User (except if required under applicable laws);
 - (b) allow its personnel to obtain or use any Jumio Auxiliary Data for personal reasons;
 - (c) use Jumio Auxiliary Data for marketing purposes;

- (d) publish, offer, sell, license, or distribute Jumio Auxiliary Data via any means;
- (e) use Jumio Auxiliary Data in violation of any applicable law, rule, or regulation (e.g., the FCRA), or in violation of any third party right;
- (f) store Jumio Auxiliary Data for purposes other than its own internal business purposes (storage of Jumio Auxiliary Data for resale is expressly prohibited);
- (g) use Jumio Auxiliary Data in conjunction with illicit activities;
- (h) use Jumio Auxiliary Data for file download online in a fixed page format (e.g., create a printable, downloadable directory of personally identifiable information).

3.3. Any misuse of Jumio Auxiliary Data or the Auxiliary Services by Customer will be a material breach and violation of the Agreement.

3.4. Upon termination of the Agreement, Customer will promptly destroy any Jumio Auxiliary Data in its possession and, upon request, provide Jumio with a certification thereof.

4. DISCLAIMER OF WARRANTIES. Customer accepts the Auxiliary Services and all Jumio Auxiliary Data on an “AS IS” basis without warranties of any kind. Jumio and its Vendors make no representations or warranties to Customer about Jumio Auxiliary Data or the Auxiliary Services. Customer acknowledges and agrees that Jumio and its Vendors obtain the Jumio Auxiliary Data from third party sources, which may or may not be completely thorough and accurate, and Customer shall not rely on Jumio or its Vendors for the accuracy or completeness of information made available via the Auxiliary Services. Jumio and its Vendors reserve the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Auxiliary Services. Jumio and its Vendors will not be liable to Customer in any manner in connection with Customer’s use of the Jumio Auxiliary Data.

5. AUXILIARY SERVICES RESTRICTIONS. Jumio may, at any time, impose restrictions or prohibitions on the Customer’s use of the Auxiliary Services or certain Jumio Auxiliary Data as a result of a modification of third-party agreements, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Jumio of such restrictions, Customer agrees to comply with such restrictions.

6. SERVICE SPECIFIC TERMS. If Customer purchases Jumio’s e-mail risk Auxiliary Service, Customer agrees that it is Customer’s obligation to keep all Jumio Auxiliary Data confidential and secure and to take all commercially reasonable measures to prevent the unauthorized access to or use of the Jumio Auxiliary Data in Customer’s possession (whether in electronic form or hard copy) including all commercially reasonable steps to protect Customer’s networks and computer environment from compromise. Customer shall maintain and enforce data destruction procedures to protect the security and confidentiality of Jumio Auxiliary Data as it is being disposed. Customer shall implement policies and procedures to prevent unauthorized use of the Auxiliary Services and will promptly notify Jumio in writing if Customer suspects, has reason to believe, or confirms that the Auxiliary Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse Jumio for any expenses it incurs due to Customer’s failure to prevent such impermissible use of or access to the Auxiliary Services, or any actions required as a

result thereof. Customer acknowledges that, upon unauthorized acquisition or access of or to personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall comply with all applicable data breach notification requirements, including notifying any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required. In the event the Security Event is the result of an act or omission by Customer, Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. In the event of a Security Event, Jumio may, in its sole discretion, take prompt action, including suspension or termination of Customer's account. In the event of such a suspension, the Parties will work together in good faith with a view to reinstating such access as soon as reasonably practicable. Customer shall perform annual trainings that encompass Customer responsibilities surrounding security, data compliance requirements, and laws applicable to use of the Auxiliary Services.