

Rizikon Assurance Terms of Service May 2021
applicable to free version exclusively for members of the Institute of Chartered
Accountants in England Wales (ICAEW)

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

The Rizikon Assurance Terms of Service are a contract between you (the Customer) and us (Crossword Cybersecurity plc or "Crossword") describing the terms under which we will provide Rizikon Assurance software and related services to you.

These terms are very important - we will not provide our products and services to you unless you agree to them. By using Rizikon Assurance, you are agreeing to these terms.

The Terms of Service consists of the following documents:

Main Terms: These contain the core legal and commercial terms that apply to your subscription

Data Processing Agreement: This explains how we process your data.

We periodically update these terms. If you have an active Rizikon Assurance subscription, we will let you know when we do via an email [or in-app] notification.

You can find archived versions of the Terms of Service here.

MAIN TERMS

1. Interpretation

The definitions and rules of interpretation set out in clause 14 below apply in this Agreement.

2. Services

2.1. Subject to the terms of this Agreement, during the Term Crossword shall provide you with the Services, by providing Authorised Users with access to and use of the Platform, for the purpose of supporting your internal business operations.

3. Hosting

3.1. The Services shall be hosted by Crossword on a platform provided by Amazon Web Services in a manner that ensures that Customer Content is kept securely and separate from the content of other Crossword customers.

4. Usage

4.1. Crossword hereby grants to the Customer a non-exclusive, non-transferable right, with the right to grant authorisation to Authorised Users, to access the Platform and use the Services during the Term solely for the Customer's internal assurance procedures.

4.2. Customer accepts that Crossword may require Authorised Users to agree to its terms of use (which it may update from time to time), prior to being granted access to the Platform.

4.3. The license granted under these terms limits the number of authorised users to one Customer User per organisation and to the sending of five assessments per calendar month.

4.4. If Customer wishes to authorise additional Users it shall contact Crossword in writing at sales@crosswordcybersecurity.com to request an upgrade to a subscription based service. Crossword shall respond to the Customer within 5 Business Days.

4.5. If at any time the Customer exceeds 50MB of disk storage space per calendar month, Crossword shall inform the Customer, and discuss an upgrade option.

5. Customer's other obligations

5.1. Customer shall provide Crossword with all co-operation and access to all such information as may be reasonably required by Crossword in order for it to provide the Services. In particular, Customer shall accept all bug fixes, updates and improvements that Crossword makes to the Services from time to time.

5.2. Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Crossword.

5.3. Customer shall only use the Services for lawful purposes.

5.4. Customer shall not access, store, distribute or transmit any Malware or any material on or via the Platform that is illegal, unlawful, harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or racially or ethnically offensive. Crossword reserves the right to disable access to any material that breaches the provisions of this clause.

6. Proprietary rights

6.1. As between Crossword and the Customer, the Customer shall own all right, title and interest in and to all of the Customer Content and shall have sole responsibility for the legality, reliability, integrity and quality of the Customer Content.

6.2. Each of Crossword and Customer shall retain its rights in its Background IPR. For the avoidance of doubt, Crossword and/or its licensors own and shall retain all Intellectual Property Rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

7. Limited warranty

7.1. Except as otherwise stated in a separate agreement between Crossword and a Customer, Crossword warrants to the Customer that Rizikon Assurance will perform substantially in accordance with the corresponding user manual for ninety (90) days from first use. Non-substantial variation of performance from the user manual does not establish a warranty right.

7.2. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

8. Limitation of liability

8.1. Except as specifically provided in this Agreement:

8.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn

- from such use;
 - 8.1.2. Crossword shall not be responsible for any unauthorised access to Customer Content as a result of the security of login credentials being violated due to the negligence of the Customer or any Authorised User; and
 - 8.1.3. the Services are provided to the Customer on an "as is" basis.
- 8.2. Neither party shall be liable to the other, 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 pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 8.3. Crossword's total aggregate liability in respect of all claims, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or non performance of this Agreement shall be limited to the greater of (a) £100 or (b) the aggregate amount that you paid for access to the Services during the three-month period preceding the event giving rise to the liability. Nothing in this Agreement excludes the liability of Crossword:
- 8.3.1. for death or personal injury caused by Crossword's negligence.

9. Term and termination

- 9.1. This Agreement shall, unless otherwise terminated as provided in this clause 9, commence on the Effective Date and shall continue for the Term.
- 9.2. If Crossword reasonably believes that the Customer has breached any provision of this Agreement, or otherwise poses a risk to the proper provision of the Services to other customers, Crossword may suspend the Customer's access to the Platform and Services whilst it investigates the potential breach or risk.
- 9.3. Crossword may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 9.3.1. the Customer commits a material breach of any other term of this Agreement which breach is irreparable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 9.3.2. the Customer commits an act of insolvency or has a receiver, administrator or administrative receiver appointed over its assets or income or if an order is made, a petition is presented to any Court or a resolution is passed for liquidation and winding up of the Customer in any jurisdiction to which it is subject or if the Customer ceases trading.
- 9.4. On termination of this Agreement for any reason:
- 9.4.1. all licences granted under this Agreement shall immediately terminate, Customer shall immediately cease all use of the Services and Crossword shall be entitled to prevent Authorised Users from accessing the Services and Platform;
 - 9.4.2. Crossword shall be entitled, at its own cost, to destroy or otherwise irretrievably dispose of any of the Customer Content in its possession in accordance with applicable data protection laws. If Crossword receives, no later than ten days after the effective date of termination a

written request for the delivery to the Customer of the most recent back-up of the Customer Content, Crossword shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of receipt of such a request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination. The Customer shall pay all reasonable expenses incurred by Crossword in returning Customer Content; and

- 9.4.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

10. Audit

- 10.1. Crossword reserves the right to audit Customer's and Authorised Users use of the Platform from time to time to establish if the terms of this Agreement are being adhered to or to respond to security concerns. Such audit shall be at Crossword's expense.

11. Third party products and services

The Services may enable or assist the Customer to access the website content of third-party websites via the Platform. Crossword does not endorse or approve any third-party website made available via the Platform, and is not responsible for the content or use of any such third-party website, or any contract entered into by the Customer with any such third party. Customer acknowledges it is Customer's responsibility to satisfy itself that it wishes to obtain any product or service before doing so.

12. General

- 12.1. Crossword 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 any acts, events, omissions or accidents beyond its reasonable control.
- 12.2. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.3. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 12.4. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.5. Each party acknowledges that in entering into this Agreement it does not rely on,

and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not set out in this Agreement.

- 12.6. The Customer shall not, without the prior written consent of Crossword, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 12.7. Crossword may at any time assign, transfer, charge or sub-contract with all or any of its rights or obligations under this Agreement, provided that if Crossword sub-contracts any of its obligations hereunder, it shall remain liable to the Customer for performance of such obligations.
- 12.8. Nothing in this Agreement is intended to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name of or otherwise to bind the other in any way.
- 12.9. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Amendment

- 13.1. We may update and change any part or all of these Terms of Service at any time. If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted on the Crossword website and we will let you know via email or in-app notification.
- 13.2. The updated Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version.

14. Governing law and jurisdiction

This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.

15. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

Agreement: these Main Terms and all materials referred or linked to in here.

Authorised Users: Customer Users and Third Party Users.

Background IPR: the Intellectual Property Rights of either Crossword or Customer which are in existence as at the Effective Date or which are developed independently of the Services .

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date upon which the Customer's access to the Services commences.

Crossword means Crossword Cybersecurity plc registered in England and Wales with company number 08927013; and

Customer Content: the data inputted by the Customer, Authorised Users, or Crossword on the Customer's behalf for the purpose of using the Services.

Customer User: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

Effective Date: the date of receipt of registration.

Intellectual Property Rights: all copyright, trade marks, patents and any other intellectual property rights, in each case whether registered or unregistered and including all applications for such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Malware: any thing or device which may be harmful to any computer software, hardware or network, or adversely affect the user experience. It includes worms, trojan horses, viruses, spyware and other similar things or devices.

Platform: the data, software (including the Software) and hardware used by Crossword to deliver the Services.

Services: the on-line subscription services, which include the hosted provision of the Software.

Software: online Rizikon Assurance software application.

Term: has the meaning of the term of this agreement which starts on the Effective Date and terminates in accordance with Clause 9.

Third Party: a person with which the Customer is conducting business, including but not limited to suppliers and clients, and to which the Customer wishes to issue an assessment.

Third Party Users: officers, directors or employees of a Third Party who have been issued login credentials by the Customer for the purposes of completing an assessment, pursuant to a Third Party Subscription.

Data Processing Agreement

Applicable to free version exclusively for members of the Chartered Institute of Information Security (CIISec)

This Crossword Data Processing Agreement reflects the parties' agreement with respect to the Processing of Personal Data by Crossword on behalf of Customer in connection with the Rizikon Assurance Services under the RA Terms of Service between Crossword and Customer (the "Agreement").

This DPA forms an integral part of the Agreement. In case of any conflict or inconsistency with other terms of the Agreement, this DPA shall take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

Any personal data Crossword processes on Customer's behalf shall be processed in accordance with this DPA.

1. Definitions:

- a. Words and phrases used in this DPA shall have the same meaning as in the Main Terms.
- b. The definitions and interpretations of the Data Protection Act 2018, General Data Protection Regulation of the European Union and other data protection laws applicable and relevant to the Services shall apply to this DPA.

2. Authority

Where necessary to enable Crossword to deliver the Services, for such purposes during the term of this Agreement Crossword shall have Customer's authority to process on Customer's behalf personal data (including personal names, email addresses and log-in passwords) relating to Authorised Users or other individuals whose identity has been requested as part of an Assessment. When Crossword does so, Crossword shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, Crossword shall act only on Customer's instructions.

3. Subprocessors

- a. Customer authorises Crossword IQ to appoint (and permit each subprocessor appointed in accordance with this section 3 to appoint) subprocessors in accordance with this section 3 and any restrictions in the Main Terms.
- b. Crossword may continue to use those subprocessors already engaged by Crossword as of the date of this Agreement, subject to Crossword verification that such subprocessors shall meet the obligations set out in section 3.c below.
- c. With respect to each Subprocessor, Crossword shall:

- i. before the subprocessor first processes Customer Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the subprocessor is capable of providing the level of protection for Customer Personal Data required by this Agreement;
 - ii. ensure that the arrangement between Crossword and the subprocessor is governed by a written contract including terms which offer the level of protection for Customer Personal Data that meets the requirements of article 28(3) of the GDPR;
- d. Crossword shall ensure that it has agreements in place that requires subprocessor to perform the obligations of Crossword under this DPA as they apply to Processing of Customer Data carried out by that subprocessor.

4. Customer Responsibilities

- a. Compliance with Laws. Within the scope of the Agreement and in its use of the services, Customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to Crossword. In particular Customer agrees that it shall be solely responsible for:
 - (i) the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Personal Data;
 - (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes);
 - (iii) ensuring it has the right to transfer, or provide access to, the Personal Data to Crossword for Processing in accordance with the terms of the Agreement (including this DPA);
 - (iv) ensuring that its Instructions to Crossword regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and
 - (v) complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.
- b. Credit Information: Customer agrees to comply with all applicable laws in relation to Credit Information it receives, including data protection laws. Specifically, in relation to any personal data obtained by Customer pursuant to use of Credit Information:
 - i. Customer is responsible for establishing and recording a lawful basis for processing such personal data;
 - ii. Customer will notify Crossword without delay upon becoming aware of a security breach to such personal data;
 - iii. Customer shall not transfer any such personal data outside the European Economic Area unless the transferor complies with the provisions of

Articles 26 of the GDPR (in the event the third party is a joint controller) and ensures that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR, and that either there are appropriate safeguards in place pursuant to Article 46 of the GDPR, or that one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

- iv. Customer shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to it. Customer will notify Crossword without delay upon becoming aware of a security breach to any personal data.
- c. Customer shall inform Crossword without undue delay if it is not able to comply with its responsibilities under this Clause 2, or applicable Data Protection Laws.

5. Crossword Obligations

- a. Compliance with Instructions. Crossword shall only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Customer's lawful Instructions, except where and to the extent otherwise required by applicable law. Crossword is not responsible for compliance with any Data Protection Laws applicable to Customer or Customer's industry that are not generally applicable to Crossword.
- b. Crossword shall ensure that persons Crossword authorises to process personal data are subject to appropriate confidentiality restrictions.
- c. Crossword shall assist Customer to fulfill Customer's obligations to data subjects exercising their rights under the law, and in meeting Customer's legal obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
- d. Upon termination of the Agreement Crossword shall delete all personal data, unless Crossword is required by applicable law to retain certain data. If Customer request, within 30 days following termination of this Agreement, that Crossword give Customer a copy of such personal data, Crossword shall do so prior to deletion.
- e. On the Customer's request, Crossword shall, at its own cost, make available to the Customer, all information necessary to demonstrate its compliance with this Agreement and shall allow for and contribute to audits, including, without limitation, inspections, conducted by the Customer or another auditor mandated by the Customer, of its processing of personal data and its compliance with this Agreement.
- f. Crossword shall not transfer any personal data outside of the European Economic Area without Customer's prior written consent, other than providing information (such as first name, last name, company name and email address) to credit card service providers that is strictly necessary to process payments. Any data transferred outside the European Economic Area will be transferred in accordance with applicable laws including European data protection legislation.
- g. Crossword shall tell Customer without delay if Crossword is asked to do something infringing any applicable data protection law.

6. Limitation of Liability.

Each party's liability, taken in aggregate, arising out of or related to this DPA whether in

contract, tort or under any other theory of liability, shall be subject to the limitations and exclusions of liability set out in the section of the Main Terms entitled 'Limitation of Liability'

7. Amendments.

Crossword reserves the right to make any updates and changes to this DPA. The terms of Section 13 "Amendment" of the Main Terms of the Agreement shall apply.