

# Client Terms of Service

Effective: 28 May 2021

This Client Terms of Service Agreement (the “**Agreement**”) is entered into between you, as a “**the Client**”, and Names & Faces, Inc., a Delaware Corporation with EIN Number: 61-1898625 and place of business at 500 University Avenue, Palo Alto, CA 94301, USA (“**Names & Faces**”).

## 1. **Definitions.** As used in this Agreement:

- 1.1. “**Authorized End User**” means any individual that Client grants access to Client’s Names & Faces Directory and that agrees to the User Terms.
- 1.2. “**Client**” means the organization on behalf of which the person who creates an administrator account (“**Administrator**”) acts in for the creation of a Names & Faces online directory (the “**Names & Faces Directory**”) and who accesses the Names & Faces Services, as described in section 2. By making use of, or procuring the Services, the Administrator warrants that he/she is authorized to act on behalf of the organization.
- 1.3. “**Client System**” means any information technology system, application programming interfaces, or systems owned or operated by Client from which Client Information is accessed by Names & Faces to perform the Services.
- 1.4. “**Data Protection Legislation**” means all applicable legislation in force pertaining to data protection, data privacy, data retention and/or data security (including without limitation for clients located in the European Union, the General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”) and the Privacy and Electronic Communication Directive (Directive 2002/58/EC) and national legislation implementing or supplementing such legislation in any applicable member state of the European Union) and all associated codes of practice and other guidance issued by any applicable data protection authority.
- 1.5. “**Effective Date**” means the date on which the Client accepts the Client Terms of Service by creating a Names & Faces administrator account, or signs an Order Form whichever is applicable.
- 1.6. “**Names & Faces Ecosystem**” means Names & Faces and its affiliates and their employees, contractors and Subprocessors as listed in Appendix A.
- 1.7. “**Order Form**” means a document that is entered into between Client and Names & Faces if Services are not procured via the Services interface, detailing the Services and related services that will be provided by Names & Faces, the applicable Fees associated with the Services, and any other mutually agreed upon transaction-specific terms and conditions. Each Order Form must be mutually agreed upon, will be governed by this Agreement, and is deemed incorporated herein by this reference.
- 1.8. “**Profile**” means an individual entry within Client’s Names & Faces Directory. This entry usually contains a photograph and/or information relating to a person, but could contain a photograph and/or information relating to anything Client wishes to list in their Names & Faces Directory.
- 1.9. “**Regulator**” means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.
- 1.10. “**User Terms**” means those terms and conditions that each Authorized End User must agree to prior to using the Services and that are available at: <https://cdn.namesandfaces.com/policies/user-terms-of-service.pdf>.

## 2. **Names & Faces Services**

- 2.1. The “**Services**” are made up of the mobile app, the web interface, the backend management tools, all outputs of the Names & Faces systems, all Intellectual Property Rights and all features and additional products relating to each of those elements. Subject to the terms and conditions of this Agreement, Names & Faces grants Client a non-exclusive, non-transferable, worldwide, license to access and use the Services to create a Names & Faces Directory.

## 3. **Administering the Names & Faces Directory**

- 3.1. Client will administer the creation and ongoing management of the Names & Faces Directory. Client will be responsible for the quality, accuracy and completeness of the Client Information featured in the Names & Faces Directory and for granting and revoking access to Authorized End Users.

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- 3.2. If Client requests support from Names & Faces to set up the Names & Faces Directory, then Client agrees Names & Faces may access and use the Client Systems required for such implementation and set up.

### 4. Authorized End Users

- 4.1. Client may make the Client Information available to Authorized End Users through their Names & Faces Directory via the Services. For purposes of this Agreement, if Authorized End Users create or save content to the Names & Faces Directory using the Services, then this content will be considered part of the Client Information. All Authorized End Users will be presented with User Terms which they must agree to before gaining access to or using any of the Services. Client is responsible for the conduct of each Authorized End User.

### 5. Collecting and Processing Client Information

- 5.1. Personal Data. By providing the Services, Names & Faces will receive and process "Personal Data" that relates to people within Client's organization and to Authorized End Users. The type of Personal Data Names & Faces may be required to process to provide the Services includes but is not limited to: names, photographs, contact details, addresses and employment status. Between Names & Faces and Client, Names & Faces acknowledges that Client is the Data Controller and Names & Faces is the Data Processor in respect of any Personal Data forming part of the Client Information.
- 5.2. License. Client grants to Names & Faces and its affiliates the rights and licenses to receive, process, and otherwise use the Client Information to provide the Services. Names & Faces will process and use the Client Information only to the extent, and in such a manner, as is necessary for the purpose of providing the Services.
- 5.3. Permissions. Client represents and warrants that it has obtained all consents and permissions from Authorized End Users and other people or entities that are necessary to transmit, process and use such Client Information with the Services.
- 5.4. Industry Standard Protections. Names & Faces will: (a) promptly comply with any Client request that asks Names & Faces to amend, transfer or delete the Client Information, both during and after the term, (b) only make copies of Client Information to the extent reasonably necessary to provide the Services which includes back-up, mirroring and similar availability enhancement techniques, security, disaster recovery and testing of Client Information, and (c) use all industry-standard, reasonable steps to ensure the Client Information remains confidential and secure in the Services.
- 5.5. Subprocessors. Names & Faces may engage sub-processors to process Client Information (each a "Subprocessor"). Names & Faces will enter into a written contract with each Subprocessor that provides sufficient guarantees to implement appropriate technical and organization measures in compliance with Data Protection Legislation. Names & Faces will remain responsible for the acts or omission of Subprocessors as if the acts or omission of the relevant Subprocessor were the acts or omissions of Names & Faces. A list of Subprocessors are available at <https://www.namesandfaces.com/subprocessors>. Names & Faces shall notify Client in advance of any changes to the list of Subprocessors.
- 5.6. Aggregated and Anonymized Data. Client agrees to allow Names & Faces to retain and use the Client Information in aggregate and anonymized form for any purpose in connection with Names & Faces' current or future products and services; provided that such use is in compliance with Data Protection Legislation and all applicable laws, rules and regulations and does not identify Client or any Authorized End User. This information is used to improve the understanding and quality of the Names & Faces product and services by the Names & Faces team.

### 6. Payment Terms

- 6.1. Client agrees to pay the fees as per the payment terms specified in the Order Form (collectively "Fees").
- 6.2. Names & Faces reserves the right to suspend Client's use of the Services upon 7 days' prior notice by email if any Fees are overdue. If Client's use of the Services is suspended, neither Client nor its Authorized End Users will have access to the Names & Faces Directory. The Services will become active again when the applicable Fee is paid in full.

### 7. Renewal

- 7.1. Client will be notified of renewal 30 days prior to the renewal date. If Client chooses not to renew the subscription, Names & Faces will delete all electronic copies and destroy all hard copies of the Client Information.

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### 8. Term and Termination

- 8.1. This Agreement will begin on the Effective Date and will continue in effect until the Services are terminated.
- 8.2. Either party may terminate this Agreement or Order Form, effective immediately, upon written notice to the other party if the other party materially breaches any part of this Agreement or an Order Form and fails to cure the breach within 14 days of receiving written notice of it from the non-breaching party.
- 8.3. Upon termination, Client and Authorized End Users will no longer have access to the Services. Names & Faces will delete all electronic copies and destroy all hard copies of Client Information within 30 days of such termination.
- 8.4. If Client terminates the agreement before the end of the agreed upon Subscription Period as specified in the order form the client will pay all fees outstanding for the remainder of the subscription period. In the case of termination, no refunds will be given unless that termination is by Names & Faces for convenience or for breach of contract on Names & Faces' part, in which case Names & Faces will pay Client a pro rata amount of the Fees for the remainder of the Subscription Term. Termination does not affect any of the liabilities or obligations laid out in this Agreement.

### 9. Intellectual Property Rights

- 9.1. Names & Faces owns and retains ownership in the Services and its Confidential Information and all Intellectual Property Rights therein. Nothing in this Agreement grants Client any right, title or interest in any of the Services other than as expressly provided herein. All rights not expressly granted are reserved.
- 9.2. Client owns and retains ownership of the Client Information and its Confidential Information and all Intellectual Property Rights therein.
- 9.3. Names & Faces is entitled to develop, withdraw, replace, modify and improve all or some of our Services throughout the Subscription Period. Names & Faces will use commercially reasonable effort to provide Client with prior notice if Names & Faces believes Authorized End Users' use of the Services may be temporarily interrupted.

### 10. Confidentiality

- 10.1. **Restrictions on Use and Disclosure.** Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, "**Representatives**") with a need to know such information and who are parties to appropriate agreements, or otherwise bound by confidentiality obligations, sufficient to comply with this section.

### 11. Indemnity

- 11.1. Client agrees to indemnify Names & Faces and its affiliates and their directors, employees, agents and suppliers against all claims, liabilities, costs, expenses, damages and losses including all interest, penalties and legal costs and all other professional costs and expenses suffered or incurred by us arising out of (a) Client's breach of its obligations under this Agreement, and (b) a breach by any Authorized End User of the User Terms (collectively, then "Claims"). Each party acknowledges that Claims include any claim or action brought by a Data Subject, including Authorized End Users, arising from a breach of Client's obligations under the relevant Data Protection Legislation.
- 11.2. Names & Faces agrees to indemnify, defend, and hold Client harmless against all Claims arising out of (a) Names & Faces' breach of its obligations under this Agreement, including any breach of relevant Data Protection Legislation, and (b) any third-party claims that Client's use of the Services violates or infringes any valid patent, copyright, or trademark, or misappropriates a trade secret. Names & Faces may, at its option and expense, procure for Client the right to continue to use the Services, or repair, modify, or replace the Services so that they are no longer infringing.

### 12. Limitation of Liability

- 12.1. In no event will Names & Faces be liable for any consequential, indirect, punitive, exemplary, special, or incidental damages (including for any loss or corruption of data, profits, revenue or goodwill, interruption of business or the cost of procurement of substitute goods and services) arising from or relating to this Agreement, however caused, whether such liability arises from any claim based upon contract, warranty, tort, strict liability or otherwise, even if a

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party has been advised of the possibility of such damages, and to the maximum extent permitted by applicable law, Names & Faces' total cumulative liability under this Agreement, from all causes of action and all theories of liability, will be limited to and will not exceed the total amount of fees paid to Names & Faces hereunder in the twelve (12) months preceding the first claim.

### 13. Miscellaneous

- 13.1. Privacy Policy. Please see the Names & Faces' Privacy Policy available at: <https://cdn.namesandfaces.com/policies/privacy-policy.pdf> for more information on how Names & Faces collects and uses data relating to the use and performance of the Services.
- 13.2. Entire Agreement. This Agreement and the documents referred to in these terms contain the whole agreement between the parties relating to the Services and supersede all prior agreements and arrangements between the parties relating to the Services. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Form, (b) this Agreement, exclusive of any exhibits; and (c) any exhibits. For Avoidance of doubt, the User Terms will govern all Authorized End Users' use of the Services and will be deemed a separate agreement to this Agreement.
- 13.3. With written authorization from Client, Names & Faces may use Client's name and logo(s) to list Client publicly as one of Names & Faces clients on its website and marketing materials. This listing may include a testimonial provided by Client in connection with the Services.
- 13.4. The parties agree that this Agreement may be electronically signed and that electronic signatures are considered here to be equivalent to handwritten ones.

## Accepted by Client

**Client (Organization Name)** \_\_\_\_\_

**Signatory Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

*By signing this Agreement, you warrant you are authorized to sign on behalf of the Client.*

**Date** \_\_\_\_\_

## Accepted by Names & Faces

**Signatory Name** \_\_\_\_\_

**Signature** \_\_\_\_\_