



# Commercial Terms and Conditions

These Self Commercial Terms and Conditions includes this introduction, the General Terms, Definitions, Services Terms, and incorporated documents and terms ("**Agreement**") and forms a legal agreement between Self Group Limited ("**Self**") and the entity or sole proprietor on whose behalf a Self Organisation Account is created ("**you**" and "**your**") This Agreement states the terms and conditions that apply to your use of the Services.

This Agreement is effective upon the date you first access or use the Services ("Effective Date") and continues until you or Self terminates it (this period, the "Term"). Before creating an account and becoming a Commercial User of Self, you must agree to these terms and conditions. Please read them carefully first.

Capitalised terms used in this Agreement that are not defined inline are defined in the Definitions.

## 1. General Terms

Last modified: June 20th 2023

You and Self agree as follows:

### 1.1 Your use of Self

These terms and conditions set out the basis upon which we are providing the Network for use by you as a Commercial User. They shall be deemed to include any additional terms and conditions referred to herein or provided by us from time to time unless explicitly excluded.

For the purposes of these terms and conditions, references to "the **Network**" shall also be deemed to include reference to services and documentation provided by us through the Network, including but not limited to the Self Network, the Developer Portal, Open Source tools and software (separately licenced) and the Self App and Embedded Self App.

### 1.2 Eligibility.

Only businesses (including sole proprietors) and non-profit organisations located in one of the list of countries provided on the country list posted on our website at [https://docs.joinself.com/agreements/Country\\_Availability/](https://docs.joinself.com/agreements/Country_Availability/) are eligible to apply for a Self Organisation Account and use the Services. These commercial terms and conditions only apply to the use of Self eligible Commercial Users. For the purposes of these Terms and Conditions, references to "**Organisation**" will cover all types of Commercial User.

### 1.3 Business Representative.



You and your **“Representative”** (the Individual Self User submitting the application for a Self Organisation Account) individually affirm to Self that (a) your Representative is authorised to provide User Information on your behalf and to bind you to this Agreement; and (b) your Representative is an executive officer, director, senior manager or otherwise has significant responsibility for the control, management or direction of your business. Self may require you or your Representative to provide additional information or documentation demonstrating your Representative’s authority.

#### 1.4 Sole Proprietors.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of amounts you owe under this Agreement.

#### 1.5 Age Requirements.

If you are a sole proprietor, and you are not old enough to enter into a contract on your own behalf (which is commonly but not always 18 years old), but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not old enough to enter into a contract on their own behalf, but the individual is 13 years old or older, your Representative must obtain the consent of either your board or an authorised officer. The approving board, authorised officer, parent or legal guardian is responsible to Self and is legally bound to this Agreement as if it had agreed to this Agreement itself. You must not use the Services if you are under 13 years of age. Self is currently only intended for people who can legally consent to their data being processed. Typically this means being over the age of 13. By agreeing to these terms and conditions you understand this restriction regarding the data you may seek to verify.

## 2. Network and Support.

### 2.1 Services.

Self will make available to you the Services, and give you access to the Self Portal.

### 2.2 Services Terms; Order of Precedence

The Services Terms contain specific terms governing the parties’ rights and obligations related to the Services described in those Services Terms. If there are no Services Terms for a particular Self service, then only these General Terms govern. By accessing or using a Service, you agree to comply with the applicable Services Terms. If any term in these General Terms conflicts with a term in any Services Terms or set of terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the Services Terms; (b) these General Terms; and (c) all terms incorporated by

reference into this Agreement. Your access to or use of the Services may also be subject to additional terms which will be made available to you online and with which you will agree through the Self Portal

### 2.3 Service Modifications and Updates.

Self may modify the Services and Network at any time, including adding or removing functionality or imposing conditions on use of the Network. Self will notify you of material adverse changes in, deprecations to, or removal of functionality from the Services you are using or the Network. Self is not obligated to provide any Updates. However, if Self makes an Update available, you must fully install the Update by the date or within the time period stated in Self's notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of the notice.

### 2.4 Subcontracting.

Self may subcontract its obligations under this Agreement to third parties.

### 2.5 Your obligations when using Self

You agree to ensure that any and all information and material which you share through the Network is accurate (where it states facts); is genuinely held (where it states opinions) and complies with the law applicable in England and Wales and in any country from which it is posted.

You must not and agree not to:

- (a) use the Network in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions, or act fraudulently or maliciously or in a way likely to deceive any person;
- (b) use the Network for any purpose other than those envisaged in the Services Terms for the Services you are using;
- (c) infringe our intellectual property rights or those of any third party in relation to your use of the Network, including by the submission of any information or material (to the extent that such use is not licensed by these terms);
- (d) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Network;
- (e) use the Network in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (f) collect or harvest any information or data from the Network or our systems or attempt to decipher any transmissions to or from the systems comprising the Network;
- (g) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Network nor attempt to do any such things.
- (h) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Network, Documentation, or the Self Website except as permitted by Law.



## 2.6 Beta Services.

**The current release of Self is a Public Beta, that means that while it is a finished product, the Services may be feature-incomplete or contain bugs. You are free to use Self as intended, but we won't be liable in the event that a problem is the result of your reliance on a public beta release of our software.**

Self may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.

## 2.7 Support.

Self will provide you with support to resolve general issues relating to your Self Organisation Account and your use of the Network through resources and documentation that Self makes available on the Self Website and in the Portal. Self is not responsible for providing support to your customers.

# 3. Information

## 3.1 User Information.

Upon Self's request, you must provide User Information to Self in a form satisfactory to Self. You must keep the User Information in your Self Account current. You must promptly update your Self Account with any changes affecting you, the nature of your business activities, your Representative, beneficial owners, principals, or any other pertinent information.

## 3.2 Information Retrieved by Self.

You authorise Self to retrieve information about you and your business from Self's service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, and you authorise and direct those third parties to compile and provide that information to Self. This information may include your, or your Representative's, name, addresses, credit history, banking relationships, and financial history.

# 4. Fees and Taxes.

## 4.1 Services Fees.

The Fees applicable to the Services you use ("**Fees**") are stated on the Self Pricing Page, unless you and Self otherwise agree in writing. Self may revise the Fees at any time. If Self revises the

Fees for a Service that you are currently using, Self will notify you at least 30 days (or a longer period if Law requires) before the revised Fees apply to you.

#### 4.2 Collection of Fees and Other Amounts.

You must pay, or ensure that Self is able to collect, Fees and other amounts you owe under this Agreement when due.

#### 4.3 Taxes.

Self's published Fees exclude all Taxes.

### 5. Intellectual property

#### 5.1 IP Rights

All intellectual property rights in the Network belong to Self Group and the rights in the Network are licensed (not sold) to you. You have no intellectual property rights in, or to, the Network, the documentation or the services other than the right to use them in accordance with these terms.

#### 5.2 Open Source

Open Source software provided by Self Group is licenced separately and your rights in respect of any Self Group Open Source software are governed by the relevant Open Source Licence.

### 6. Termination; Suspension; Survival.

#### 6.1 Termination.

- (a) *Termination by You*; You may terminate this Agreement at any time by closing your Self Organisation Account. To do so, you will need to contact Self support and request an account termination and stop using the Services. Provided that; A Self Organisation Account cannot be closed and a Service cannot be terminated whilst a contract between the Organisation and another Member is still in force. In that instance the Agreement will be terminated at the earliest possible opportunity and, outside of the ongoing contract, additional Services or use of the Network will no longer be possible pending termination.
- (b) *Termination by Self*; Self may terminate this Agreement at any time for any or no reason by providing you with 30 days notice of Termination.
- (c) Self may terminate this Agreement if Self exercises its right to suspend Services (including under Section 6.2 of these General Terms) and does not reinstate the suspended Services within 30 days.

- (d) Self may Terminate this Agreement without notice if any event listed in Sections 6.2(a)-(h) of these General Terms occurs and Self determines that the breach occasioning termination cannot be remedied within 30 days..
- (e) Termination for Material Breach. A party may terminate this Agreement immediately upon notice to the other parties if any of the other parties materially breaches this Agreement, and if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach. If the material breach affects only certain Services, the non-breaching party that served the notice may choose to terminate only the affected Services.
- (f) Effect on Other Agreements. Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties.

## 6.2 Suspension.

Self may immediately suspend providing any or all Services to you, and your access to the Self Technology, if:

- (a) Self believes it will violate any Law;
- (b) a Governmental Authority requires or directs Self to do so;
- (c) you do not update in a timely manner your implementation of the Services or Self Technology to the latest production version Self recommends or requires;
- (d) you do not respond in a timely manner to Self's request for User Information or do not provide Self adequate time to verify and process updated User Information.
- (e) you breach this Agreement or any other agreement between the parties;
- (f) you enter an Insolvency Proceeding;
- (g) Self believes that you are engaged in a business, trading practice or other activity that presents an unacceptable risk to Self; or
- (h) Self believes that your use of the Services (i) is or may be harmful to Self or any third party; (iv) degrades, or may degrade, the security, stability or reliability of the Self services, Self Technology or any third party's system (e.g., your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; or (vi) is or may be unlawful.

## 6.3 Survival.

The following will survive termination of this Agreement:

- (a) provisions that by their nature are intended to survive termination (including Sections 4, 7.2, 9.4, and 11 of these General Terms); and
- (b) provisions that allocate risk, or limit or exclude a party's liability, to the extent necessary to ensure that a party's potential liability for acts and omissions that occur during the Term remains unchanged after this Agreement terminates.



## 7. Use Rights.

### 7.1 Use of Services.

Subject to the terms of this Agreement, Self grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free licence during the Term to access the Documentation, and access and use the Network, as long as your access and use is (a) solely as necessary to use the Services; (b) solely for your business purposes; and (c) in compliance with this Agreement and the Documentation.

### 7.2 Feedback.

During the Term, you may provide suggestions, ideas, comments and other input (collectively “**Feedback**”) to Self. You grant to Self, on your behalf, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free licence to exploit that Feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining the Self services. All Feedback is Self’s confidential information.

### 7.3 Marks Usage.

Subject to the terms of this Agreement, Self grants to you and your Affiliates, and you grant to Self and its Affiliates, a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free licence during the Term to use the Marks of the grantor party or its Affiliate solely to identify Self as your service provider. Accordingly, Self and its Affiliates may use those Marks

- (a) on Self webpages and apps that identify Self’s customers;
- (b) in Self sales/marketing materials and communications; and
- (c) in connection with promotional activities to which the parties agree in writing.

When using Marks of Self or its Affiliate, you must comply with the Self Marks Usage Terms and all additional usage terms and guidelines that Self provides to you in writing (if any). All goodwill generated from the use of Marks will inure to the sole benefit of the Mark owner.

### 7.4 No Joint Development; Reservation of Rights.

Any joint development between the parties will require and be subject to a separate agreement between the parties. Nothing in this Agreement assigns or transfers ownership of any IP Rights to any party. All rights (including IP Rights) not expressly granted in this Agreement are reserved.

## 8. Privacy and Data Use.

### 8.1 Privacy Policies.



Self's Privacy Policy explains how and for what purposes Self collects, uses, retains, discloses and safeguards the Personal Data you provide to Self.

## 8.2 Personal Data.

Personal Data means any information relating to an identifiable natural person that is Processed in connection with the Services, and includes "personal data" as defined in the GDPR and UK GDPR and "personal information" as defined in the CCPA. Collectively it is known herein as ("**Personal Data**").

There should be no circumstance under which Personal Data should be provided to Self by you directly without the involvement of the individual to whom the data pertains. Self will not sell or lease Personal Data that Self receives from you to any third party in accordance with Self's Privacy Policy.

## 8.3 Protected Data.

To the extent Law permits, Self will use Protected Data to (a) secure, provide, provide access to, and update the Self services; (b) fulfil its obligations under Law, and comply with Governmental Authority requirements and requests; and (c) prevent and mitigate fraud, financial loss, and other harm.

Self is not obligated to retain Protected Data after the Term, except as (a) required by Law (b) required for Self to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing. You are responsible for being aware of and complying with Law governing your use, storage and disclosure of Protected Data.

## 8.4 Data Processing Agreement.

The Data Processing Agreement, including the Approved Data Transfer Mechanisms (as defined in the Data Processing Agreement) that apply to your use of the Services and transfer of Personal Data, is incorporated into this Agreement by this reference. Each party will comply with the terms of the Data Processing Agreement and will train its employees on DP Law.

# 9. Data Security.

## 9.1 Controls.

Each party will maintain commercially reasonable administrative, technical, and physical controls designed to protect data in its possession or under its control from unauthorised access, accidental loss and unauthorised modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

## 9.2 Data Breach.





You must notify Self immediately if you become aware of an unauthorised acquisition, modification, disclosure, access to, or loss of Personal Data on your systems.

## 10. Representations and Warranties.

### 10.1 Representations and Warranties.

You represent as of the Effective Date, and warrant at all times during the Term, that

- (a) you have the right, power, and ability to enter into and perform under this Agreement.
- (b) you are an Organisation located in an eligible jurisdiction and are eligible to apply for a Self Organisation Account and use the Network;
- (c) your employees, contractors and agents are acting consistently with this Agreement;
- (d) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights;
- (e) you comply with the Law with respect to your business, your use of the Services and the Network, and the performance of your obligations in this Agreement;
- (f) you comply with the Documentation;
- (g) all information you provide to Self, including the User Information, is accurate and complete.

### 10.2 Scope.

The representations and warranties in Sections 2.5 and 10.1 of these General Terms apply generally to your performance under this Agreement. Additional representations and warranties that apply only to a specific Service may be included in the Services Terms.

## 11. Disclaimer and Limitations on Liability.

The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

### 11.1 Disclaimer.

Self provides the Services and the Network "AS IS" and "AS AVAILABLE". Except where expressly stated as a "warranty" in this Agreement, and to the maximum extent permitted by the Law, Self does not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, the Network and the Documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. The Self Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other unauthorised access or use of the Services, your Self Account, or



Protected Data, or your failure to use or implement anti-fraud or data security measures. Furthermore, the Self Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to

- (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation;
- (b) unauthorised access to servers or infrastructure, or to Self Data or Protected Data;
- (c) Service interruptions or stoppages;
- (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service
- (e) errors, inaccuracies, omissions or losses in or to any Protected Data or Self Data;
- (f) Content; or
- (g) your or another party's defamatory, offensive, fraudulent or illegal conduct.

#### 11.2 Limitations On Liability.

- (a) Indirect Damages; To the maximum extent permitted by the Law, the Self Parties will not be liable to you in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you or the Self Parties have been advised of their possibility.
- (b) General Damages; To the maximum extent permitted by the Law, the Self Parties will not be liable to you in relation to this Agreement or the Services during and after the Term (whether in contract, negligence, strict liability or tort, or on other legal or equitable grounds) for losses, damages, or costs exceeding in the aggregate the greater of (i) the total amount of Fees you paid to Self during the 3-month period immediately preceding the event giving rise to the liability; and (ii) \$500 USD.

#### 11.3 Service Availability

Self is designed to be reliable and available, and we aim to ensure you are able to access the Network at all times, but your use of the Network may be interrupted or delayed from time to time by updates to or maintenance of the Network or our systems, by failures of third party systems, or by other events outside of our control. As a result we cannot guarantee that the Network will always be available.

The Network may only be available in certain coverage areas, and there may be areas where coverage is limited. We will do our best to ensure this is not the case, but this may be outside our control.



If our provision of the Network is interrupted or delayed please check our Network Status page in your developer portal or on our website. Severe outages will be notified using our social channels and we will take steps to minimise the effect of the interruption or delay, but we will not be liable under any circumstances for any loss or damage arising from a service interruption or delay, including any business interruption, or loss of profit or business opportunity. We will not be liable for any contract with a customer failing to proceed because the Network is not accessible at any particular time. We may at our absolute discretion at any time and without telling you first decide to update, change or terminate the Network or its availability to you and we shall not be liable to you in respect of any losses you might suffer as a result.

## 12. Modifications to this Agreement.

Self may modify all or any part of this Agreement at any time by posting a revised version of the modified General Terms (including the introduction to this Agreement and the Definitions), Services Terms or terms incorporated by reference on the Self Legal Page or by notifying you. The modified Agreement is effective upon posting or, if Self notifies you, as stated in the notice. By continuing to use Services after the effective date of any modification to this Agreement, you agree to be bound by the modified Agreement. It is your responsibility to check the Self Legal Page regularly for modifications to this Agreement. Self last modified these General Terms on the date listed under the "General Terms" heading, and each set of Services Terms on the date listed under the heading for those terms. Except as this Agreement (including in this Section 14) otherwise allows, this Agreement may not be modified except in writing signed by the parties.

## 13. General Provisions.

### 13.1 Electronic Communications.

By accepting this Agreement or using any Service, you confirm your consent to;

- (a) receive Communications electronically; and
- (b) the use of electronic signatures.

If you choose not to consent to this or if you withdraw your consent, you may be unable to use the Services.

Examples of Communications include:

- (a) Any disclosure statement governing your use of the Services;
- (b) Any disclosure required by Law;
- (c) Billing statements, receipts and account history reports;
- (d) Letters, notices and alerts regarding the Services and any changes to the Services; and

- (e) Other disclosures, notices and communications in connection with (a) your application for the Services; (b) your Self Organisation Account; (c) account maintenance; or (d) servicing and collection of funds.

Unless the Law otherwise requires, or Self otherwise agrees, Self may provide Communications to you by:

- (a) posting them on the Self Website;
- (b) notifying you through the Services, your Self Portal or any Self application;
- (c) sending a message to the Self Account of a User registered as an owner or operator of the relevant Self Organisation Account; or
- (d) sending an email to the email address listed in the applicable Self Organisation Account;

### 13.2 Notices and Communications.

- (a) Notices to Self. Unless this Agreement states otherwise, for notices to Self, you must contact us using Self Messaging. A notice you send to Self can be verifiably identified as having been received by a duly authorised Self User.
- (b) Communications to you. Self will always communicate with you in the first instance through Self messaging. A Communication Self sends to you through Self Messaging can be verifiably identified as having been received by you when you receive it. Self may also communicate with you electronically through its website or by email such communication shall be deemed received by you on the earliest of (i) when posted to the Self Website or Self Portal; and (ii) when sent by email.

### 13.4 Collection Costs.

You are liable for all costs Self incurs during collection of any amounts you owe under this Agreement, in addition to the amounts you owe. Collection costs may include legal fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.

### 13.5 Interpretation.

- (a) All references in this Agreement to any terms, documents, or Legislation are to those items as they may be amended, supplemented or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.
- (b) The section headings of this Agreement are for convenience only and have no interpretive value.

- (c) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party's sole and absolute discretion.
- (d) References to "business days" means weekdays on which banks are generally open for business. Unless specified as business days, all references in this Agreement to days, months or years mean calendar days, calendar months or calendar years.
- (e) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.
- (f) This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- (g) Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (h) Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- (i) These terms are governed by English law and we must each bring legal proceedings in respect of the Network (whether contractual or non-contractual) in the English courts.
- (j) No Agency; Each party is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, or general agency relationship between Self and you.
- (k) You are contracting with Self Group Limited, a company registered in England with number 11855548 and whose address is at Harwood House, 43 Harwood Road, London, SW6 4QP.

## 13.6 Waivers.

To be effective, a waiver must be in a writing signed by the waiving party. The failure of any party to enforce any provision of this Agreement will not constitute a waiver of that party's rights to subsequently enforce the provision.

## 13.7 Force Majeure.

Self will not be liable for any losses, damages, or costs you suffer, or delays in Self's performance or non-performance, to the extent caused by a Force Majeure Event.



For the purpose of this Agreement, Force Majeure means an event beyond the control of Self, including a strike or other labour dispute; labour shortage, stoppage or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state or national health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

### 13.8 Complaints and Disputes

If you have a complaint regarding the service, please contact us at [customerservice@joinself.com](mailto:customerservice@joinself.com) and try to resolve it informally. If you are not happy with how we have handled any complaint, you may wish to consider alternative dispute resolution which is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

### 13.9 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.