



CitizenMe:

# Terms and Conditions



## **Overview:**

CitizenMe is a Citizen Data Platform that enables humans connected to the internet (Citizens) to gather and control their personal data (MeData) and utilise it to unlock personal value using CitizenMe applications. Value may include combining data to unlock personal insights either privately or in collaboration with other Citizens. It may also include Citizens explicitly consenting to license their MeData to third parties, including the insights derived from their data, for the Citizen community, for altruistic purposes or for personal financial gain.

To Licensees, CitizenMe represents Citizens when they consent to license their MeData, and provides a variety of different services in this regard (Collectively known as “ Services”). Additional service-specific Terms of Service including rules and guidelines may apply to some Services (“Additional Terms”). Those Additional Terms become a part of your agreement with us if you use those Services.

We refer to the combination of these Licensing Terms of Use and any applicable Additional Terms collectively as these “Terms”.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the CitizenMe Services.

If you will be using the Services on behalf of an organisation, you agree to these Terms on behalf of that organisation and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organisation.

We strongly recommend that you read these Terms as they form a binding contract under European Union General Data Protection Regulation Legislation (May 2018).

Certain country-specific terms in Section 17 may apply to you if you are located outside the United Kingdom.

## **1. Definitions**

These definitions describe the language used in this document for the purposes of clarity. The key terms are:

‘Citizen’ is a human who uses CitizenMe applications to gather and manage their personal data (MeData) and gain personal value from it. Value may include combining MeData to unlock personal insights either privately or in collaboration with other Citizens. These insights also become new MeData data records. It may also include explicitly consenting to license their MeData to third parties for altruistic purposes or personal financial gain.

‘CitizenMe’ means CitizenMe Limited, a company registered in England and Wales No. 08616830. CitizenMe’s intention is to give Citizens control of their personal data, making them a controller of their own data. In practice CitizenMe may perform the function of both controller and processor of MeData on behalf of Citizens.



‘controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data (under United Kingdom and European Union General Data Protection Regulation).

‘processor’ means a natural or legal person, public authority, agency or other body which processes data on behalf of the controller (under United Kingdom and European Union General Data Protection Regulation).

‘license’ means an active usage license to use the proprietary information (MeData) of citizens and CitizenMe that has commenced, has not expired and for which payment has been received by CitizenMe on behalf of citizens. An active usage license may be limited by a number of factors including time.

‘licensee’ means the natural or legal person, public authority, agency or other body, for whose benefit CitizenMe is authorising the use of MeData on behalf of Citizens and with their consent. For the purposes of this agreement, licensee excludes from its meaning any third party, including any holding company, group company or subsidiary. The licensee is accountable for the usage of any MeData provided under this agreement.

‘purchaser’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, to whom CitizenMe agrees to provide goods and/or services for a consideration including the license of MeData. A purchaser may purchase MeData on behalf of a Licensee. For example a marketing agency may purchase a license on behalf of a client. Where this is the case, the ultimate Licensee must be made visible to CitizenMe by the purchaser.

‘Exchange’ is the process through which the purchaser and/or licensee makes an offer to a number of Citizens to exchange MeData anonymously in return for a consideration of monetary or altruistic value. CitizenMe may earn a transaction fee on this monetary consideration when an offer to exchange is accepted and consented to by a Citizen.

‘Services’ is the collective name for services provided to purchasers and licensees on behalf of Citizens with regard to exchanging their MeData.

Subscriptions. Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”).

Overage Fees: means an extra amount of money that has to be paid for accessing more MeData Data Records that was expected or agreed.

‘processing’ means any operation or set of operations which is performed on the MeData, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

‘Content’ means content provided by the licensee in the process of publishing an exchange to citizens. This may include: combinations of MeData requested, questions and multimedia assets including, but not limited to, video’s, Images and audio tracks.



‘GDPR’ means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.

Anonymised data means data from citizens which contains no Personally Identifiable Information (PII) and can not identify the individual Citizen.

Pseudonymised data means data from citizens where personal identifiers are scrambled; however they may be unlocked with a key held by CitizenMe.

Personally Identifiable Information (PII) means “any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person” (as defined by EU GDPR)

Intellectual Property The scope of intellectual property rights, often called IP rights, is wide. IP rights arise when owners are granted exclusive rights to certain intangible assets. Although there are many forms of IP rights, the main ones relevant to requests will be copyright, database rights, and copyright in databases. These main forms of IP rights relevant to requests made under the EIR are discussed in more detail in our freedom of information guidance: Intellectual property rights and disclosures under the (as defined by EU GDPR)

Location Data means “any data processed in an electronic communications network or by an electronic communications service indicating the geographical position of the terminal equipment of a user of a public electronic communications service, including data relating to: the latitude, longitude or latitude of the terminal equipment; the direction of travel of the user; or the time the location information was recorded”.

‘EU’ means the European Union

‘territory that provides an adequate level of protection under GDPR’ means a territory that is listed in the Official Journal of the European Union as providing an adequate level of protection for personal data.

‘agreement’ means this agreement between CitizenMe and the purchaser and/or licensee for a license to use MeData on terms specified in this document and in the CitizenMe order form which shall be part of this agreement.

## **2. Governing Law and Jurisdiction**

2.1 This agreement is governed by and shall be construed in accordance with the laws of England and Wales.

2.2 The parties agree to submit any/all disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of England and Wales and the United Kingdom Information Commissioner’s Office (UK data regulator).

## **3. Fees and Payments**

3.1. Fees for Services. You agree to pay to CitizenMe any fees for each Service you purchase or use (including any overage fees for exchanges), in accordance with the pricing and payment terms presented



to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

**3.2. Subscriptions.** Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team on [insight@citizenme.com](mailto:insight@citizenme.com). While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

**3.3. Taxes.** Unless otherwise stated, you are responsible for any taxes (other than CitizenMe’s income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, “Taxes”). You will pay CitizenMe for the Services without any reduction for Taxes. If CitizenMe is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide CitizenMe with a valid tax exemption certificate authorised by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. CitizenMe will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union outside the United Kingdom, are purchasing the Services from CitizenMe for business reasons, and are located in a different European Union member state from CitizenMe in the United Kingdom. If you are required by law to withhold any Taxes from your payments to CitizenMe, you must provide CitizenMe with an official tax receipt or other appropriate documentation to support such payments.

**3.4. Price Changes.** CitizenMe may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. CitizenMe will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

**3.5. Overage Fees.** Unless otherwise stated, any overage fees incurred by you will be billed in arrears. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

## **4. Privacy**

**4.1. Privacy.** While using the Services, you may submit content to CitizenMe (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “Content”). We know that by giving us your Content, you are trusting us to treat it appropriately. CitizenMe is an ethical data company, and our terms are designed to work in the mutual best interests of both Citizens and you, our clients. CitizenMe’s general Terms of Use and Privacy Policy, together with any



Service-specific data use policies, privacy statements and privacy notices (collectively, “privacy policies”), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that CitizenMe may use and share your Content in accordance with our privacy policies.

4.2. Confidentiality. CitizenMe will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by CitizenMe); (b) was lawfully known to CitizenMe before receiving it from you; (c) is received by CitizenMe from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by CitizenMe without reference to your Content. CitizenMe may disclose your Content when required by law or legal process, but only after CitizenMe, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

4.3. Security. CitizenMe will store and process your Content in a manner consistent with industry security standards. CitizenMe has implemented appropriate technical, organisational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorised access to or use of your Content.

4.4. All sensitive PII data stays securely in the user’s own domain, in the app’s Personal Data Store. Responses to surveys will be shared anonymously with DWP. All data transferred will be anonymous from source and there will be no PII requested / obtainable from any data required.

4.5. Data will be processed through CitizenMe and transferred to DWP. Data are passed from the individual in an anonymised mechanism and collected within the CitizenMe Marketplace platform via Secure AWS processing methods. Data are then processed in real time to power an analytical dashboard and additional downloadable outputs per project. Data are held separately within each project and are then accessible to DWP through a secure login via the CitizenMe Marketplace platform.

Use of the ‘collectives’ function may mean that responses are pseudonymised rather than anonymised when moving from CitizenMe to DWP.

## **5. Your Content**

5.1. You Retain Ownership of Your Content. You retain ownership of all of your intellectual property rights in your Content. CitizenMe does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

5.2. Limited License to Your Content. You grant CitizenMe a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise utilise your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by CitizenMe’s privacy policies. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of CitizenMe’s business. This license also extends to any trusted third parties we work with to the extent necessary to provide the



Services to you. If you provide CitizenMe with feedback about the Services, we may use your feedback without any obligation to you.

5.3. Customer Lists. CitizenMe may identify you (by name and logo) as a CitizenMe customer on CitizenMe's website and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.

5.4. Copyright Claims. If you believe that your work has been exploited in a way that constitutes copyright infringement, please notify CitizenMe.

5.5. Other Intellectual Property (IP) Claims. CitizenMe respects the IP rights of others, and we expect our users to do the same. If you believe a CitizenMe user is infringing upon your intellectual property rights, you may report it by contacting our customer support team.

## **6.CitizenMe IP**

6.1. CitizenMe IP. Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). These Terms do not grant you any right to use CitizenMe's trademarks or other brand elements without written permission.

## **7.User Content**

7.1. User Content. The Services display content provided by others that is not owned by CitizenMe. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. CitizenMe is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorised by law to do so.

7.2. Content Review. You acknowledge that, in order to ensure compliance with legal obligations, CitizenMe may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful or offensive content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, CitizenMe otherwise has no obligation to monitor or review any content submitted to the Services.

7.3. Third Party Resources. CitizenMe may publish links in its Services to internet websites maintained by third parties. CitizenMe does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

## **8.Account Management**

8.1. Keep Your Password Secure. If you have been issued an account by CitizenMe in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not CitizenMe, are responsible for any activity occurring in your account (other than activity that CitizenMe is directly responsible for which is not performed in accordance with your instructions), whether or not you authorised that activity. If you become aware of any unauthorised





access to your account, you should notify CitizenMe immediately. Accounts may not be shared and may only be used by one individual per account, this enables all parties to fully understand how individual accounts have been used and by who. CitizenMe may access an account for auditing and administration purposes. This is generally done with your prior permission unless suspicious activity has been detected by CitizenMe.

8.2. Keep Your Details Accurate. CitizenMe occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

8.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, CitizenMe will not be liable for any failure to store, or for loss or corruption of, your Content.

8.4. Account Inactivity. CitizenMe may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

8.5. Customer Success. CitizenMe may assign you a customer success manager ("CSM"). The CSM may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

## **9. User Requirements**

9.1. Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with CitizenMe. None of the Services are intended for use by individuals less than 18 years old. If you are under 18 years old or do not have the power to form a contract with CitizenMe, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorised your agent to bind you to these Terms. You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

9.2. Embargoes. You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by the United Kingdom or other applicable law from receiving the Services you are not permitted to purchase any paid Services from CitizenMe. You will ensure that: (a) your licensees and end users do not use the Services in violation of any export restriction or embargo by the United Kingdom.

## **10. Acceptable Uses**

10.1. Legal Compliance. You must use the Services in compliance with, and only as permitted by, applicable law.





**11.2. Your Responsibilities.** You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- (b) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (c) You may not circumvent or attempt to circumvent any limitations that CitizenMe imposes on your account (such as by opening up a new account to conduct an Exchange after you have had an account closed for a Terms violation).
- (d) Unless authorised by CitizenMe in writing, you may not probe, scan, or test the vulnerability of any CitizenMe system or network.
- (e) Unless authorised by CitizenMe in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
- (f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (g) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (h) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. CitizenMe will endeavour to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to CitizenMe.
- (i) You may not use the Services to infringe the intellectual property rights or human rights of others, or to commit an unlawful activity.
- (j) Unless authorised by CitizenMe in writing, you may not resell or sub-lease the Services.
- (k) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless CitizenMe has agreed with you otherwise. You may not use the Services in a way that would subject CitizenMe to those industry-specific regulations without obtaining CitizenMe's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (UK ICO guidance) without entering into a separate business associate agreement with CitizenMe that permits you to do so.

## **12. Suspension and Termination of Services**

**12.1. By You.** If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating these Terms for any



of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

12.2. By CitizenMe. CitizenMe may terminate your Subscription at the end of a billing cycle by providing at least 30 days' prior written notice to you. CitizenMe may terminate your Subscription for any reason by providing at least 30 days' written notice to you. CitizenMe may suspend performance or terminate your Subscription for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after CitizenMe has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, CitizenMe may limit or suspend the Services to you if you fail to comply with these Terms, or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. CitizenMe may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we limit, suspend, or terminate the Services you receive, we will endeavour to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where CitizenMe may decide that we need to take immediate action without notice. CitizenMe will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. CitizenMe has no obligation to retain your Content upon termination of the applicable Service.

12.3. Further Measures. If CitizenMe stops providing the Services to you because you repeatedly or egregiously breach these Terms, CitizenMe may take measures to prevent the further use of the Services by you, including blocking your IP address and/or company domain.

## **13.Changes and Updates**

13.1. Changes to Terms. CitizenMe may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the CitizenMe website. If an amendment is material, as determined in CitizenMe's sole discretion, CitizenMe will notify you by email. Notice of amendments may also be posted to CitizenMe's blog or upon your login to your account. Changes will be effective on the date that they are publicly posted on the CitizenMe website. In order for certain changes to become effective, applicable law may require CitizenMe to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

13.2. Changes to Services. CitizenMe constantly enhances and improves the Services. CitizenMe may add, alter, or remove functionality from a Service at any time without prior notice. CitizenMe may also limit, suspend, or discontinue a Service at its discretion. If CitizenMe discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. CitizenMe may remove content from the Services at any time in our sole discretion, although we



will endeavour to notify you before we do that if it materially impacts you and if practicable under the circumstances.

## **14. Disclaimers and Limitations of Liability**

14.1. Disclaimers. While it is obviously in the interest of CitizenMe to provide you with a great experience when using the Services, there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND CITIZENME DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

14.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CITIZENME, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF CITIZENME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.3. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF CITIZENME, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO CITIZENME FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) £200.00.

14.4. Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

14.5. Businesses. If you are a business, you will indemnify and hold harmless CitizenMe and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of a third party claim regarding or in connection with your or your end users’ use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

## **15. Contracting Entity**

15.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, CitizenMe Ltd.

15.2. CitizenMe. For any Service provided by CitizenMe, the following provisions will apply to any terms governing that Service:

- Contracting Entity. References to “CitizenMe”, “we”, “us”, and “our” are references to CitizenMe Inc., located at: M22 Somerset House, The Strand, London



- **Governing Law.** Those terms are governed by the laws of England & Wales (without regard to its conflict of laws provisions).
- **Jurisdiction.** Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the courts located in London, England.

## **16. Other Terms**

**16.1. Assignment.** You may not assign these Terms without CitizenMe's prior written consent, which may be withheld in CitizenMe's sole discretion. CitizenMe may assign these Terms at any time without notice to you.

**16.2. Entire Agreement.** These Terms (including the Additional Terms) constitute the entire agreement between you and CitizenMe, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

**16.3. Independent Contractors.** The relationship between you and CitizenMe is that of independent contractors, and not legal partners, employees, or agents of each other.

**16.4. Interpretation.** The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

**16.5. No Waiver.** A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

**16.6. Precedence.** To the extent any conflict exists, the Additional Terms prevail over this Terms of Service agreement with respect to the Services to which the Additional Terms apply.

**16.7. Severability.** If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

**16.8. Third Party Beneficiaries.** There are no third party beneficiaries to these Terms.

**16.9. Survival.** The following sections will survive the termination of these Terms: 1, 2, 3.2, 9, 11, 12, and 13