TERMS AND CONDITIONS OF USE – MONITRR® PLATFORM

Introduction

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the Website.

By accessing or using the Website, and the content and services available via the Website, you signify that you have read, understand and agree to be bound by these Terms in all respects with respect to the Website. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Website.

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and OUTSORC LTD, the owner and operator of this Website (www.monitrr.com).

You must accept these terms when you first register and again whenever we notify you of a material change to them.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Definitions

For clarity and comprehension, we have defined certain words used in this Terms and Conditions of Use document:

“Aggregated Data” means data derived from User Content, and from the use of the Website, that has been aggregated and/or de-identified so that it does not identify, and cannot reasonably be used to identify, you, your business or any other individual.

“ARIA” means the Adaptive Risk Intelligence Assistant, the artificial intelligence and machine-learning component of the Website, including its algorithms, models, risk-profiling methodology, risk weightings, scoring logic and training data, and any improvements to any of them.

“ARIA Outputs” means the risk profiles, scores, evidence-validation flags, summaries, answers, reports and any other output generated by ARIA.

“Confidential Information” means all Content (other than your own User Content), ARIA Outputs, OEM standards and programme materials, and any information about the functionality, design, algorithms or methodology of the Website or ARIA, which is not publicly available.

“OUTSORC”, “we” or “us” refer to OUTSORC LTD and/or its individual legal entities.

“Website” or “Platform” refers to MONITRR.com and any URL variants that are owned and controlled by OUTSORC LTD, together with the MONITRR mobile and desktop applications, application programming interfaces (APIs), ARIA, and any other software or services made available by OUTSORC through any of them.

"Content" means all materials and content, including designs, editorial, text, graphics, images, reports, documents, audio, video, multi-media elements, software, data compilations, page layout, underlying code and formulae, patterns, data, and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users and ARIA Outputs.

“Feedback” means any suggestions, ideas, enhancement requests, recommendations or other feedback relating to the Website that you provide to OUTSORC.

“User” and “Users” means a Registered User” who has registered and created a user account with MONITRR. It means any third party that accesses the Website and is not either (i) employed by OUTSORC

LTD and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to OUTSORC LTD and accessing the Website in connection with the provision of such services.

“User Content” means the photographs, documents, data and any other Content that you upload or submit to the Website, including evidence submitted for self-assessments, assessments and audits.

“you” means you as an individual Registered User of MONITRR.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of OUTSORC, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the prior written permission of OUTSORC. All rights in ARIA, ARIA Outputs (other than your User Content contained in them), Aggregated Data and the software, algorithms and methodology of the Website belong to OUTSORC.

2. You may do the following:

    a. retrieve, display and view the Content on a computer screen or mobile device; and

    b. Print or export Content using the print and export functions provided within the Website,

    in each case solely for the purpose of your User Registration and the certification, assessment, audit or improvement programme in which you participate.

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of OUTSORC.

4. You acknowledge that you are responsible for any Content you may submit or upload via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that:

    a. False, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable;

    b. may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law;

    c. may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam"; or

    d. is presented as current, original evidence of compliance when it has been generated or materially altered using artificial intelligence or other editing tools, is a stock image, or has been reused contrary to the requirements of the applicable OEM standard.

    You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.

5. You represent and warrant that you own or otherwise control all the rights to the Content you submit; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; that you have obtained any consents required under applicable data protection law for any personal data (such as images of individuals or vehicle registration numbers) included in your User Content; and that you will indemnify OUTSORC for all claims resulting from Content you supply.

Licence to User Content

5A. You retain ownership of your User Content. You grant OUTSORC a worldwide, non-exclusive, royalty-free licence to host, store, copy, process and analyse your User Content, including by automated means, using ARIA and using artificial intelligence services provided by third parties acting on OUTSORC's behalf, in order to:

a. provide the Website and the programmes in which you participate, including making your User Content and related ARIA Outputs available to the relevant OEM or programme operator;

b. validate evidence and generate ARIA Outputs; and

c. create Aggregated Data, and develop, train, test, validate and improve ARIA and the Website.

The licence in clause 5A(c) is perpetual and irrevocable and continues after your registration is cancelled. All rights in Aggregated Data, ARIA and any improvements to them belong to OUTSORC. We will not disclose your User Content to anyone other than the relevant OEM or programme operator and persons acting on our behalf, except as Aggregated Data that does not identify you or your business.

Artificial intelligence and ARIA

5B. The Website uses automated analysis and artificial intelligence, including ARIA, to validate evidence, profile risk and generate reports, summaries and answers to questions. When you ask ARIA a question or receive an ARIA Output, you are interacting with an artificial intelligence system and not a person.

5C. ARIA Outputs support, but do not replace, human judgement. They may be incomplete or inaccurate, and you should not rely on them as the sole basis for any decision. People, not ARIA, make all certification and audit decisions.

5D. When you submit evidence, ARIA may suggest how it could better meet the relevant OEM standard. You may resubmit your evidence or proceed with your original submission. Any concerns ARIA identifies about your evidence are shared with the auditor responsible for your assessment, who makes the final judgement.

5E. Some automated analysis is carried out by third-party artificial intelligence service providers acting on OUTSORC's behalf under contract. These providers do not retain your User Content.

Prohibited use

6. In using the Website, you must not do any of the following:

a. Post, transmit or otherwise make available through the Website any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libellous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment, such as a virus, worm, Trojan horse, ~~Easter Egg,~~ time bomb, spyware or other computer code, file or program (each, a "Virus").

b. Post, transmit, or otherwise make available through the Website any material protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

c. Use the Website for any commercial purpose other than for the purpose of your User Registration.

d. Use the Website for any purpose that is fraudulent or otherwise tortious or unlawful.

e. Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, including by hacking or defacing any portion of any of the Website; or violate any requirement, procedure or policy of such servers or networks.

f. Restrict or inhibit any other person from using the Website.

g. Create or share content without first obtaining any necessary permissions from third parties or otherwise use the Website to post or transmit any information that you do not have the right to provide; that would violate any applicable law or regulation; or that would violate, infringe or misappropriate any third party right or interest.

h. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website except as expressly authorised herein, without OUTSORC express prior written consent.

i. Reverse engineer, decompile or disassemble any portion of any of the Website, except where such restriction is expressly prohibited by applicable law.

j. Remove or alter any copyright, trademark or other proprietary rights notice on the Website or content you access via the Website.

k. Frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, without OUTSORC express prior written consent.

l. Systematically download and store Website' content, or bulk export data other than through the export functions provided within the Website.

m. Use any robot, spider, scraper, crawler, script, bot, AI agent, browser automation or robotic process automation tool, Website search/retrieval application or other manual or automatic device to (a) retrieve, index, “scrape,” “data mine” or otherwise gather content from the Website, (b) reproduce or circumvent the navigational structure or presentation of the Website, or (c) harvest or collect information about users of the Website without OUTSORC express prior written consent.

n. Systematically query, sample or test ARIA, or any other part of the Website, for the purpose of deriving, replicating or approximating its algorithms, models, risk weightings, scoring logic or methodology.

o. Use any Content, ARIA Outputs or other Confidential Information to train, fine-tune, evaluate or otherwise develop any artificial intelligence or machine-learning model, or any product or service which competes with the Website.

p. Input, upload or paste any Content (other than your own User Content), ARIA Outputs or other Confidential Information into any third-party artificial intelligence tool or service, including publicly available chatbots and AI assistants.

q. Circumvent, disable or interfere with any download limit, alert, watermark, access control or other security feature of the Website.

r. Publish or disclose the results of any benchmark, comparative or performance test of the Website without OUTSORC’s prior written consent.

s. Share your log-in credentials, or allow any other person, tool or AI agent to access the Website using your Account.

If you do not comply with these Terms (or if we have reasonable grounds to suspect or are investigating suspected non-compliance), we may suspend your access to the Website or take any other steps we consider appropriate, including disabling your Account, informing the relevant OEM or programme operator and your employer, and taking legal action.

Monitoring, confidentiality and feedback

6A. To protect the security of the Website and the confidentiality of its Content, OUTSORC monitors and records use of the Website, including log-ins, downloads, exports and query volumes, and may apply watermarks or other identifying marks to Content that you download or export. Unusual activity may trigger alerts and restrictions on your Account. Further details are set out in our Privacy Policy.

6B. You must keep all Confidential Information confidential, use it only for the purpose of your User Registration and the programme in which you participate, and not disclose it to any third party other than colleagues within your organisation who need to know it for that purpose and who are themselves Registered Users or bound by equivalent obligations of confidence. ARIA, including its algorithms, models, risk weightings, scoring logic and methodology, is a trade secret of OUTSORC.

6C. You assign to OUTSORC all intellectual property rights in any Feedback, and OUTSORC may use Feedback for any purpose without restriction or payment.

Registration and Responsibilities of Registered Users

7. If you choose to register with us and become a Registered User, you agree you are solely responsible for your Account and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission. In becoming a Registered User, you also agree to:

   a. provide true, current, accurate and complete information about yourself as requested by us from time to time and notify us promptly of any changes to your information so that your Account information is current, complete and accurate;

   b. maintain the confidentiality and security of your Account, including your username and password;

   c. notify us immediately of any unauthorised use of your Account, Account password, or service provided through your Account, as well as any breach of security with respect to your Account, Account password, or service provided through it;

   d. assist us, if and as we request, to stop or remedy any breach of security related to your Account.

   You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website and delete all Content, ARIA Outputs and other Confidential Information that you have downloaded or exported, except where you are required by law to retain it. Cancellation or suspension of your registration does not affect any statutory rights, and clauses 5A, 6, 6B, 6C, 16 to 18, 25 and 25A continue to apply after cancellation.

Links to other websites

8. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of OUTSORC or that of our affiliates.

9. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

10. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

11. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference and which explains how personal data contained in User Content is processed, including by ARIA and by our artificial intelligence service providers.

Availability of the Website and disclaimers

12. Any online facilities, tools, services or information, including ARIA Outputs, that OUTSORC makes available through the Website (the Service) are provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. OUTSORC is under no obligation to update information on the Website.

13. Whilst OUTSORC uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard, and all Users take responsibility for their own security, that of their personal details and their computers.

14. OUTSORC accepts no liability for any disruption or non-availability of the Website.

15. OUTSORC reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

16. Nothing in these terms and conditions will:

    a. limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;

    b. limit or exclude our or your liability for fraud or fraudulent misrepresentation; or

    c. limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

17. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

18. To the maximum extent permitted by law, OUTSORC accepts no liability for any of the following:

    a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

    b. loss or corruption of any data, database or software;

    c. any special, indirect or consequential loss or damage.

General

19. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

20. These terms and conditions may be varied by us from time to time. We will notify you of any material change, and you will be asked to accept the revised terms before you continue to use the Website. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to stay familiar with the current version.

21. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

23. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent

required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

24. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

25. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

25A. Nothing in clause 25 prevents OUTSORC from seeking injunctive or other interim relief, or bringing proceedings to protect its intellectual property rights or Confidential Information, in the courts of any jurisdiction. You acknowledge that damages alone may not be an adequate remedy for a breach of clause 5A, 6 or 6B.

OUTSORC LTD Details

OUTSORC LTD is a company incorporated in England and Wales with registered number 06794015 whose registered address is:

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You can contact OUTSORC LTD by email at privacy@outsorc.co.uk