



EXCIS COMPLIANCE LTD

Excis One Platform

Master Terms of Service

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Document Control

This document is maintained under formal version control by Excis Compliance Ltd. The version history below records material revisions. The current effective version supersedes all prior versions in respect of new and renewing Order Forms. Customers under an active Subscription Term remain bound by the version of the Terms in effect on the date of execution of their Order Form unless otherwise agreed in writing.

Version	Effective Date	Owner	Summary of Changes	Approved By
1.0	18 May 2026	Excis Legal	Initial issue.	B. Uitterlinden, CEO
2.0	18 May 2026	Excis Legal	Enterprise rewrite: UK-domiciled contracting entity; LCIA arbitration seated in London; tiered liability cap with super-cap; AI clause; DPA by reference; beta carve-out; force majeure with termination right; structural hardening.	B. Uitterlinden, CEO
3.0	18 May 2026	Excis Legal	Marketplace and payments hardening: account types (Client / Vendor / IC / MSP); worker-classification carve-out from liability cap; anti-circumvention with 30% buy-out and liquidated damages; mutual non-solicit; Platform Payments via Excis Inc. (wholly-owned US subsidiary) on Stripe Connect; payment-agent appointment; KYC/AML/sanctions reps; release of inter-user disputes with §1542 waiver; class action waiver; e-signature and electronic communications consent; registered office address; logo.	B. Uitterlinden, CEO

*Review cycle: annual, or upon material change to applicable law, business model, or risk profile, whichever is earlier.
Document owner: Excis Legal — legal@excis.com.*

Preamble and Acceptance

These Master Terms of Service (the “**Terms**”) govern access to and use of the Excis One platform and related products, services, software, application programming interfaces, integrations, mobile and web applications, documentation, and support services (collectively, the “**Platform**”) made available by **Excis Compliance Ltd**, a company incorporated in England and Wales, together with its subsidiaries and Affiliates (collectively, “**Excis**”, “**we**”, “**us**”, or “**our**”). The party accessing or using the Platform (each, a “**User**”, and where context requires, “**Customer**”, “**you**”, or “**your**”) agrees to be bound by these Terms upon the earliest of (a) executing an Order

Form referencing these Terms, (b) accepting these Terms electronically, or (c) accessing or using any part of the Platform.

If Customer has executed a written master services agreement or enterprise agreement with Excis (a “Master Agreement”), the Master Agreement shall prevail to the extent of any conflict with these Terms. In the absence of a Master Agreement, these Terms together with any Order Form, the Data Processing Addendum, Service Level Agreement, Acceptable Use Policy, and any policies referenced herein (collectively, the “Agreement”) constitute the complete agreement between the parties.

Each person accepting these Terms represents and warrants that they are duly authorised to bind the User on whose behalf they act, that the User is a legal entity in good standing or an individual at least eighteen (18) years of age, and that they have full legal capacity and authority.

1. Definitions

Capitalised terms have the meanings set out below or as defined inline.

- “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting interests.
- “Assignment” means a work order, ticket, dispatch, project, or other task posted, accepted, or coordinated through the Platform.
- “Authorised User” means an employee, contractor, or agent of a User who is authorised by that User to access the Platform under that User’s account.
- “Client” means a User that posts Assignments, manages workforce, or procures services through the Platform.
- “Confidential Information” means non-public information disclosed by one party to the other that is marked or reasonably understood to be confidential.
- “Customer Data” means all data, content, information, and materials submitted to or processed through the Platform by or on behalf of Customer or its Authorised Users.
- “Documentation” means the user guides, technical documentation, and policies describing the operation and use of the Platform.
- “Engineer”, “Worker”, or “Independent Contractor” means an individual or entity engaged through the Platform to perform Assignments. None of these parties is an employee, contractor, agent, or representative of Excis unless expressly engaged by Excis under a separate written agreement.
- “Fees” means subscription, usage, transaction, professional services, and other charges payable by Customer as set out in an Order Form, invoice, or on the Platform.
- “Order Form” means an ordering document, statement of work, or online order executed or accepted by Customer that references these Terms.
- “Personal Data” has the meaning given in the UK GDPR, EU GDPR, or equivalent applicable data protection law.
- “Subprocessor” means a third party engaged by Excis to process Personal Data on behalf of Customer.
- “Subscription Term” means the period during which Customer is entitled to access the Platform as specified in an Order Form.
- “Vendor” means a User that engages its own employees or sub-contractors to perform Assignments for Clients through the Platform.

2. The Platform and Scope of Services

2.1 Description

The Platform is an enterprise workforce operations, service delivery, and compliance management system provided on a software-as-a-service basis. The Platform may include modules for workforce coordination, dispatch and scheduling, contractor and field engineer management, ticketing and incident management, asset and inventory tracking, pricing and proposal generation, compliance and audit tooling, AI-assisted automation, analytics and reporting, messaging and collaboration, customer relationship management, payment processing (where activated), and integration with third-party systems.

2.2 Provisioning

Subject to Customer's payment of Fees and compliance with this Agreement, Excis grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited right during the Subscription Term to access and use the Platform solely for Customer's internal business operations and in accordance with the Documentation and any user, volume, or scope limits in the applicable Order Form.

2.3 Modifications

Excis may modify, enhance, deprecate, or discontinue features of the Platform from time to time, provided that material reductions in the core functionality of a paid Platform module during a Subscription Term shall not take effect without at least thirty (30) days' prior written notice.

2.4 Beta and Preview Features

Features designated as "beta", "preview", "early access", "experimental", or similar ("Beta Features") are provided "as is", may be modified or withdrawn at any time, are excluded from any service level commitments, and are excluded from the indemnification and warranty provisions of this Agreement.

2.5 Affiliates

Customer's Affiliates may use the Platform under Customer's account, provided that Customer remains primarily responsible for all such use and for the acts and omissions of its Affiliates as if they were Customer's own.

3. Nature of the Platform; No Employment Relationship

The Platform is a coordination, dispatch, and management tool. Excis is a technology provider. The following statements apply to all Users at all times and form a material basis of the bargain:

- Excis does not itself employ, engage, supply, dispatch, supervise, train, control, or direct any Engineer, Worker, Independent Contractor, Vendor, or other workforce personnel coordinated through the Platform.
- Excis does not set the time, place, manner, methods, or means by which Assignments are performed; does not impose qualifications, performance standards, or deadlines beyond what is recorded by the Client; and does not provide tools, equipment, training, premises, or insurance to any workforce personnel coordinated through the Platform.
- Excis does not guarantee any Engineer or Worker a salary, minimum payment, minimum volume of Assignments, or continuity of work, and provides no employee benefits, leave, workers' compensation, unemployment, retirement, or other entitlements to any User.
- Nothing in this Agreement creates an employment, agency, partnership, joint venture, hiring entity, secondment, master-servant, or fiduciary relationship between Excis and any User, between Excis and any Engineer or Worker, or among Users.

- Where Excis or an Excis Affiliate is separately engaged under a written services agreement to deliver managed services, staffing, or field services to a Client, that engagement is governed by its own written contract and not by these Terms; this Section 3 does not limit obligations expressly assumed by Excis in such a separate engagement.

4. Eligibility, Authority, and Sanctions

Each User represents and warrants on a continuing basis that: (a) it has full power and authority to enter into and perform this Agreement; (b) it is not located in, organised under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive trade sanctions imposed by the United Kingdom, the European Union, the United States, the United Nations, or other applicable authorities; (c) it is not identified on any restricted-party, denied-party, sanctioned-party, or specially designated nationals list maintained by such authorities, including the lists maintained by the U.S. Office of Foreign Assets Control (“OFAC”); (d) none of its directors, officers, controlling shareholders, agents, or Authorised Users is so listed or located; and (e) its use of the Platform will at all times comply with all applicable laws, including export control, sanctions, anti-bribery, anti-money-laundering, and counter-terrorism financing laws. If any of the foregoing ceases to be true, the User shall immediately cease all use of the Platform and notify Excis.

5. Account Types and Roles

5.1 Client Accounts

Entities that wish to obtain, manage, or coordinate services may create a Client Account. Clients may invite and assign roles and permissions to their Authorised Users.

5.2 Vendor and Independent Contractor Accounts

Entities or individuals that wish to perform Assignments or receive payment in respect of services performed through the Platform may create a Vendor Account or Independent Contractor Account, as applicable. Vendor Accounts may include Authorised Users who are employees or sub-contractors of the Vendor.

5.3 Internal and Managed-Service-Provider Accounts

Excis may, in its discretion, permit a Client to designate its approved managed-service-providers (“Authorised MSPs”) to operate sub-accounts in connection with the Client’s Account. The Client remains primarily and fully responsible for the acts, omissions, compliance, and payment obligations of its Authorised MSPs and their personnel as if they were the Client’s own.

5.4 Cross-Role Use

Where a single individual or entity holds accounts in multiple capacities (e.g., is both a Client and an Independent Contractor), the obligations applicable to each role apply concurrently, and the User shall not use access granted in one capacity to circumvent obligations or restrictions applicable to another.

5.5 Account Security

Each User is responsible for the confidentiality and security of credentials, API keys, tokens, and authentication factors for its account, for enforcing multi-factor authentication where supported, and for all activity occurring under its account, whether authorised or not. Users shall promptly notify Excis upon discovery of any actual or suspected unauthorised access, credential compromise, or security incident.

5.6 Suspension

Excis may suspend access to the Platform, in whole or in part, immediately and without prior notice where Excis reasonably determines that continued access poses a material risk to security, integrity, performance, or legal

compliance of the Platform or to other Users, or in cases of suspected fraud, unlawful activity, material breach, or non-payment beyond cure periods. Excis shall use commercially reasonable efforts to give notice and limit the scope and duration of suspension.

6. Worker Classification; Workforce Responsibility

Each Client and Vendor is solely responsible for the classification of every individual it engages, dispatches, or pays in connection with the Platform, including determining whether such individual is properly classified as an employee, worker, independent contractor, agency worker, secondee, or otherwise under all applicable laws, including tax, labour, immigration, social security, pensions, working time, health and safety, equality, non-discrimination, IR35, AB-5, and equivalent laws in every applicable jurisdiction.

Without limiting Section 3, Clients and Vendors acknowledge and agree that:

- Excis makes no representation, warranty, or commitment that any Engineer, Worker, or Independent Contractor is, will be, or should be classified as an independent contractor (or any other status) of any User.
- Excis does not verify, vet, or warrant the qualifications, certifications, background, right-to-work, security clearance, training, or insurance of any Engineer, Worker, or Independent Contractor; any such information displayed on the Platform is self-reported or supplied by Users and is not validated by Excis.
- Excis does not perform background checks, drug tests, or credentialing on its own behalf; where such services are offered through or alongside the Platform, they are performed by third parties at the requesting User's direction, election, and expense, and Excis is not responsible for the accuracy, scope, or outcome of those services.
- All withholdings, taxes, social contributions, benefits, leave, insurance, occupational health, workers' compensation, unemployment, pension, and any other employment-related obligations in respect of any individual engaged or paid in connection with the Platform are the sole responsibility of the engaging User.
- If a dispute arises as to the classification or treatment of any individual, or as to any rights or benefits claimed by such individual, the engaging User and the individual (and not Excis) are solely responsible for resolving the dispute, and the engaging User shall indemnify Excis as set out in Section 18.

7. Acceptable Use

No User shall, and each User shall ensure that its Authorised Users and Affiliates do not:

- use the Platform in violation of any applicable law, regulation, or third-party right;
- upload, transmit, or distribute any malicious code, virus, worm, trojan, ransomware, or other harmful component;
- attempt to gain unauthorised access to the Platform, other accounts, or connected systems;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, or non-public APIs of the Platform, except to the extent expressly permitted by applicable law;
- copy, modify, translate, or create derivative works of the Platform or Documentation;
- scrape, crawl, or extract data from the Platform other than through documented APIs and within published rate limits;
- circumvent usage limits, security measures, authentication, or licensing controls;

- use the Platform to develop, train, benchmark, or improve any competing product or service, or to provide it on a service-bureau basis to third parties not authorised under an Order Form;
- misrepresent identity, affiliation, or authority, including through impersonation or false attribution;
- interfere with or disrupt the integrity, performance, or operation of the Platform;
- use the Platform to send unsolicited commercial communications in violation of applicable law;
- use the Platform to process Personal Data of children under the age of consent in the applicable jurisdiction without verifiable parental consent;
- communicate on or through the Platform in any unlawful, defamatory, threatening, obscene, harassing, discriminatory, or otherwise abusive manner;
- use the Platform in any application where failure could reasonably be expected to lead to death, personal injury, or severe environmental damage, including life support, aviation control, or nuclear facility operation.

8. Anti-Circumvention and Non-Solicitation

8.1 No Circumvention of the Platform

Where a Client identifies, is introduced to, or is matched with an Engineer, Worker, Independent Contractor, Vendor, or other workforce resource through the Platform (each, an “Introduced Resource”), Client shall not, and shall procure that its Affiliates and Authorised Users shall not, directly or indirectly, during the term of the Agreement and for a period of twelve (12) months thereafter: (a) engage, hire, retain, contract with, or pay the Introduced Resource for services that would otherwise be capable of being delivered through the Platform; (b) arrange payment for such services off-Platform; or (c) procure that any third party do any of the foregoing, in each case for the purpose of avoiding Platform Fees or other obligations owed to Excis or another User.

8.2 Permitted Engagements

Section 8.1 does not prohibit: (a) engagements expressly designated as “off-Platform” at the time of posting, where Excis has agreed in writing to permit such designation; (b) engagements pursuant to a relationship demonstrably pre-existing the Client’s introduction to the Introduced Resource through the Platform; or (c) general advertising or recruitment not specifically targeted at Introduced Resources.

8.3 Buy-Out

If a Client wishes to engage an Introduced Resource outside the Platform during the restricted period, Client may do so upon payment to Excis of a conversion fee equal to thirty percent (30%) of the Introduced Resource’s expected annual fees or compensation under the new arrangement (or such higher percentage as may be specified in the applicable Order Form). The buy-out fee is in addition to any Fees already accrued and any amounts owed to other Users.

8.4 Mutual Non-Solicitation of Personnel

During the Subscription Term and for twelve (12) months thereafter, neither Excis nor Customer shall directly solicit for employment any employee of the other party with whom it has had material contact in connection with this Agreement. General advertising and recruitment not specifically targeted at such individuals shall not constitute a breach.

8.5 Liquidated Damages

The parties acknowledge that actual damages from a breach of this Section 8 are difficult to quantify. Without prejudice to other remedies, breach entitles Excis to liquidated damages equal to the buy-out fee specified in Section 8.3, which the parties agree is a genuine pre-estimate of loss and not a penalty.

9. Assignments and Worker Service Agreements

9.1 Posting and Acceptance

Clients may post Assignments on the Platform with associated scope, value, and payment terms. Engineers, Workers, Vendors, and Independent Contractors retain the sole right to accept or reject Assignments and to determine the time, place, manner, and means of performing the work, subject only to scope agreed with the Client.

9.2 No Review by Excis

Excis does not review, approve, validate, or curate Assignments, scopes of work, qualifications, certifications, insurance, resumes, profiles, ratings, or any other content posted by Users. All such content is the responsibility of the posting User, and other Users rely on it at their own risk.

9.3 Worker Service Agreements

Where a Client and an Engineer, Worker, Vendor, or Independent Contractor enter into an agreement for the performance of an Assignment (a “Worker Service Agreement”), that agreement is solely between those parties. Excis is not a party to any Worker Service Agreement and has no rights or obligations under it. No Worker Service Agreement shall purport to expand, narrow, or contradict Excis’s rights or obligations under this Agreement.

9.4 Sample Templates

Excis may make sample contract terms or templates available for User reference. Such samples are provided for convenience only, do not constitute legal advice, and are used at the User’s sole risk. Users should obtain independent legal advice before relying on any sample.

9.5 Dispute Resolution Between Users

All disputes between Users (including disputes regarding performance, payment, quality, classification, intellectual property, or background/drug screening outcomes) shall be resolved directly between the Users involved. Excis is not a party to such disputes, is not obligated to mediate, arbitrate, or adjudicate, and shall have no liability arising from them.

10. Customer Responsibilities

Customer is solely responsible for: (a) the accuracy, quality, integrity, legality, and reliability of all Customer Data; (b) the lawful basis for processing any Personal Data submitted to the Platform; (c) obtaining all consents, licences, and authorisations required for Excis to process Customer Data as contemplated by this Agreement; (d) defining work scope, dispatch instructions, and approval workflows; (e) maintaining the security of Customer’s own systems, networks, devices, and end-user environments; (f) the acts and omissions of its Authorised Users and Affiliates; (g) configuring the Platform appropriately for Customer’s use case; (h) compliance with all applicable laws relating to Customer’s use of the Platform, including labour, tax, immigration, data protection, anti-bribery, and sanctions laws; and (i) ensuring that its use of integrations, exports, and third-party connections complies with applicable third-party terms.

11. Fees, Invoicing, and Taxes

11.1 Fees

Customer shall pay all Fees specified in the applicable Order Form, invoice, or on the Platform. Fees may include subscription Fees, transaction Fees, usage Fees, payment processing Fees, professional services Fees, and conversion or buy-out fees under Section 8.

11.2 Invoicing and Payment Terms

Excis shall invoice Customer in accordance with the Order Form. Unless otherwise agreed, undisputed Fees are payable within thirty (30) days of the invoice date by electronic transfer. Customer shall not set off, withhold, or deduct from Fees due except where required by law or where Excis has agreed in writing.

11.3 Late Payment

Without prejudice to its other rights, Excis may charge interest on overdue undisputed amounts at the rate of the higher of (a) eight percent (8%) per annum above the Bank of England base rate, or (b) the maximum rate permitted by law, accruing daily until paid, together with reasonable collection costs. Excis may suspend the Platform on ten (10) business days' notice of uncured non-payment and may terminate for non-payment in accordance with Section 20.

11.4 Disputed Invoices

Customer must notify Excis in writing of any good-faith dispute regarding an invoice within fifteen (15) days of the invoice date, identifying the disputed amount and basis. Undisputed amounts remain payable on the original due date.

11.5 Taxes

Customer is responsible for all sales, use, value-added, withholding, and similar taxes, duties, and assessments arising in connection with this Agreement, excluding taxes based on Excis's net income. Where Customer is required by law to withhold any amount, Customer shall gross up the payment so that Excis receives the full invoiced amount.

11.6 Price Adjustments

Excis may adjust Fees applicable to renewal Subscription Terms upon at least sixty (60) days' written notice prior to renewal. Mid-term Fee increases shall not be made except where contemplated by the Order Form or by mutual written agreement.

11.7 Non-Refundable

Except as expressly stated in this Agreement, all Fees are non-cancellable and non-refundable.

12. Payments Through the Platform

This Section 12 applies only where Excis enables, and Customer activates, payment-processing functionality through the Platform ("Platform Payments"). Platform Payments are operated by Excis Inc., a wholly-owned subsidiary of Excis Compliance Ltd incorporated in the United States (the "Payment Affiliate"), through a payment account established with Stripe, Inc. ("Stripe") or such other regulated payment processor as Excis may designate from time to time. Where Platform Payments are not active, this Section does not apply and the parties' respective payment obligations are governed by their off-Platform arrangements.

12.1 Approved Assignments

Where Platform Payments are active, an Assignment becomes an "Approved Assignment" when the Client confirms on the Platform that the Assignment has been completed to the Client's satisfaction. The Client is obliged to pay the corresponding party for an Approved Assignment in accordance with the agreed terms. Excis is not responsible for paying any User if the Client has not made funds available to Excis for that purpose.

12.2 Payment Agent

Where Platform Payments are active, each Engineer, Worker, Vendor, and Independent Contractor appoints the Payment Affiliate (Excis Inc.) as its limited agent solely for the purpose of receiving funds from Clients on its

behalf. Payment by a Client to the Payment Affiliate in respect of an Approved Assignment discharges the Client's payment obligation to that party to the extent of such payment. The Payment Affiliate acts solely as a payment agent and does not assume the underlying contractual, service-delivery, or employment obligations of any Client or recipient.

12.3 Fund Transfers and Identity Verification

Excis may require Users to provide identity verification information (including legal name, address, date of birth, tax identification number, government-issued identification, and beneficial-ownership information) before enabling fund transfers, in order to comply with anti-money-laundering, counter-terrorism financing, sanctions, and know-your-customer obligations. By providing such information, the User consents to its collection, verification, retention, and processing (which may occur outside the User's country of residence). Funds received are not deemed owned by the recipient until identity verification is complete.

12.4 Deductions, Garnishments, and Splits

At a Client's direction and subject to Excis's consent, Excis may deduct, split, or withhold amounts from sums otherwise payable to a recipient (e.g., for taxes, garnishments, fees, or contractual deductions). The Client represents and warrants that all such instructions comply with applicable law and that any required consents from the recipient have been obtained. The Client is solely responsible for determining amounts, complying with remittance and reporting obligations, and indemnifying Excis under Section 18 for any claim arising from Excis's processing of such deductions in accordance with the Client's instructions or arising from the Client's classification of any worker.

12.5 Chargebacks and Reversals

Users shall not initiate chargebacks, stop-payment orders, or payment reversals in respect of amounts properly due under this Agreement. If a User receives funds in error, the User shall promptly refund such funds upon the earlier of Excis's request or the User's own discovery. Excis may offset amounts owed by a User against any funds held by Excis for that User.

12.6 Platform Transaction Fees

Where Platform Payments are active, Excis charges a transaction fee on Approved Assignments and any other Platform-processed payments ("Transaction Fees") as specified on the Platform or in the Order Form. Transaction Fees are in addition to, and separate from, the amount payable to the recipient. Excis may pursue a claim against a Client for unpaid Transaction Fees.

12.7 Suspension of Fund Movement

Excis may restrict, hold, or refuse to process any fund transfer where Excis determines (a) that additional information is required, (b) that a transaction may violate applicable law or the Acceptable Use Policy, (c) that fraud, money laundering, sanctions exposure, or other illegality is suspected, or (d) that doing so is required by a financial institution, regulator, or court order. Excis is not liable for any uncompleted or delayed fund transfer resulting from such action.

12.8 Tax Information Reporting

Excis may offer, at its option, services to facilitate tax information reporting (such as the issuance of IRS Form 1099 series in the United States or equivalent forms in other jurisdictions). Where such services are offered, they are provided as a convenience and do not relieve Users of their own tax determination, withholding, remittance, and reporting obligations. Excis is not liable for any tax position, election, or filing made or omitted by any User.

12.9 Payment Processor Terms

Where Platform Payments are active, each User that sends or receives funds through the Platform acknowledges that money movement is performed by Stripe, Inc. (or such other regulated payment processor as Excis may designate) under that processor's own terms. Each such User agrees, as a condition of using Platform Payments, to be bound by the applicable Stripe Services Agreement and Stripe Connected Account Agreement (available at <https://stripe.com/legal>), and authorises Excis to share with Stripe such information as is necessary to onboard the User, verify identity, satisfy know-your-customer, anti-money-laundering, and sanctions obligations, and process transactions. Excis is not a bank, money transmitter, or payment institution and does not hold User funds in its own capacity; Stripe and its banking partners hold and move funds in accordance with Stripe's terms. Excis is not responsible for, and shall have no liability arising from, the acts, omissions, fees, holds, freezes, reversals, account suspensions, terminations, or insolvency of Stripe or any other payment processor or financial institution. Where Stripe holds, returns, or claws back funds in accordance with its terms, the User's sole recourse is to Stripe and to the counter-party to the underlying transaction.

13. Intellectual Property Rights

13.1 Excis IP

As between the parties, Excis (and its licensors) owns and retains all right, title, and interest, including all intellectual property rights, in and to the Platform, the Documentation, all software, source code, object code, designs, user interfaces, workflows, schemas, trade marks, branding, AI models and weights, training pipelines, analytics, derived data, aggregated and anonymised data sets, and improvements. No rights are granted to Customer by implication, estoppel, or otherwise except as expressly set out in this Agreement.

13.2 Customer IP

As between the parties, Customer owns and retains all right, title, and interest in and to Customer Data. Customer grants Excis a worldwide, non-exclusive, royalty-free, fully paid-up licence during the Subscription Term and for such longer period as is required to provide the Platform and meet legal obligations, to host, store, copy, transmit, process, display, analyse, back up, and create derivative works of Customer Data solely (a) to provide, maintain, secure, and improve the Platform; (b) to prevent or address technical, security, or service issues; (c) to enforce this Agreement; and (d) as required by law.

13.3 Aggregated and Anonymised Data

Excis may collect, generate, and use data derived from Customer's use of the Platform in aggregated, de-identified, or anonymised form ("Usage Data") for any lawful business purpose, including operating, improving, and developing the Platform, benchmarking, research, and analytics, provided that Usage Data does not identify Customer, any individual, or any Customer Confidential Information.

13.4 Feedback

If a User provides suggestions, comments, ideas, or other feedback ("Feedback"), the User grants Excis a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable licence to use, exploit, and incorporate the Feedback for any purpose without obligation or attribution.

13.5 User Content

Content uploaded, posted, or displayed by Users on the Platform ("User Content") remains the property of the relevant User. Users grant Excis the rights set out in Section 13.2 in respect of their User Content. Users represent and warrant that they own or have all required rights to their User Content, that it does not infringe any third-party right or violate any law, and that its posting does not breach any contract. Excis may, but is not obliged to, monitor or remove User Content.

13.6 Trade Marks

Neither party may use the other party's name, logos, or trade marks without prior written consent, except that Excis may identify Customer as a customer of the Platform in customer lists, on its website, and in sales materials, in accordance with Customer's reasonable brand guidelines.

14. Artificial Intelligence, Automation, and Generated Outputs

Certain features may use machine learning, generative AI, large language models, statistical inference, or other automated techniques to produce recommendations, classifications, drafts, summaries, scores, or other outputs ("AI Outputs").

- AI Outputs are probabilistic and may be inaccurate, incomplete, biased, or out of date. Users shall not rely on AI Outputs as the sole basis for any decision with legal, financial, safety, medical, employment, or other material consequences.
- Users are responsible for human review of AI Outputs before action and for all decisions made based on AI Outputs.
- Users shall not use AI Outputs to develop, train, or improve competing AI models or services.
- Where the Platform uses third-party AI providers, availability of AI features may be subject to those providers' terms, availability, and rate limits.
- Excis makes no representation or warranty as to the originality, novelty, accuracy, or non-infringement of AI Outputs, and Excis's indemnification obligations under Section 18 do not extend to AI Outputs except where expressly stated in an Order Form.

15. Data Protection and Privacy

15.1 Roles

Where Excis processes Personal Data on behalf of Customer in providing the Platform, Customer is the controller and Excis is the processor (or, where applicable, sub-processor). Each party shall comply with its respective obligations under applicable data protection laws, including the UK GDPR, the EU GDPR, the Data Protection Act 2018, the California Consumer Privacy Act as amended, and other applicable laws.

15.2 Data Processing Addendum

The Data Processing Addendum ("DPA") made available at <https://excis.com/legal/dpa> is incorporated by reference and forms part of this Agreement where Personal Data is processed. To the extent of any conflict between these Terms and the DPA in respect of Personal Data, the DPA prevails.

15.3 International Transfers

To the extent provision of the Platform involves international transfers of Personal Data, Excis shall implement an appropriate transfer mechanism, including the UK International Data Transfer Agreement, the EU Standard Contractual Clauses, or other lawful mechanism.

15.4 Subprocessors

Excis may engage Subprocessors. A current list is maintained at <https://excis.com/legal/subprocessors>. Excis remains responsible for the acts and omissions of its Subprocessors as if they were its own.

15.5 Personal Data Breach

In the event of a Personal Data breach affecting Customer Data, Excis shall notify Customer without undue delay and provide such information and assistance as is reasonably required to enable Customer to meet its own notification obligations.

16. Confidentiality

Each party (the “Receiving Party”) shall: (a) protect the Confidential Information of the other party (the “Disclosing Party”) using at least the same degree of care it uses to protect its own information of like importance, and in no event less than a reasonable degree of care; (b) use the Confidential Information solely to perform its obligations or exercise its rights under this Agreement; (c) limit disclosure to its personnel, advisors, and Subprocessors with a need to know who are bound by confidentiality obligations no less protective than those set out herein; and (d) not disclose Confidential Information to any third party without prior written consent.

These obligations do not apply to information that: (i) is or becomes publicly known through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party prior to disclosure without obligation of confidence; (iii) is rightfully received from a third party without breach of any obligation; or (iv) is independently developed without use of the Disclosing Party’s Confidential Information.

Disclosure compelled by law is permitted provided the Receiving Party gives prompt notice (where lawful) and reasonable cooperation to enable the Disclosing Party to seek protective measures.

Confidentiality obligations survive termination for five (5) years, and indefinitely in respect of trade secrets.

17. Information Security

Excis shall implement and maintain commercially reasonable administrative, technical, physical, and organisational measures designed to protect the security, confidentiality, integrity, and availability of the Platform and Customer Data, taking into account the state of the art, costs of implementation, nature and scope of processing, and risks to data subjects. No security measures are infallible, and Users acknowledge the residual cybersecurity risk inherent in cloud services.

18. Mutual Indemnification

18.1 Indemnification by Excis

Excis shall defend Customer against any third-party claim alleging that the Platform, when used in accordance with this Agreement and the Documentation, infringes any third party’s patent, registered trade mark, registered design, copyright, or trade secret in the United Kingdom, the European Economic Area, or the United States (an “IP Claim”), and shall indemnify Customer for damages and reasonable legal costs finally awarded against Customer or paid in settlement, subject to Section 19.

Excis shall have no obligation under this Section 18.1 to the extent that an IP Claim arises from: (a) Customer Data or User Content; (b) modifications to the Platform not made or authorised by Excis; (c) combination of the Platform with products, services, or data not provided by Excis where the claim would not have arisen but for such combination; (d) use of the Platform after Excis has notified Customer to cease such use; (e) Beta Features; or (f) AI Outputs.

If the Platform is or, in Excis’s reasonable opinion, is likely to become the subject of an IP Claim, Excis may, at its option and expense: (i) procure the right to continue use; (ii) modify or replace the affected component so that it becomes non-infringing while substantially preserving its functionality; or (iii) terminate the affected component or this Agreement and refund prepaid Fees for the unused portion of the Subscription Term applicable to the affected component. This Section 18.1 sets out Excis’s sole liability and Customer’s sole and exclusive remedy for any IP Claim.

18.2 Indemnification by Customer

Customer shall defend Excis and its Affiliates, officers, directors, employees, and agents (the “Excis Indemnitees”) against any third-party claim arising out of or related to: (a) Customer Data or User Content, including any allegation that it, or its processing as contemplated by this Agreement, infringes any third-party right, violates law, or breaches obligations to data subjects; (b) Customer’s breach of Sections 4 (Sanctions), 6 (Worker Classification), 7 (Acceptable Use), 8 (Anti-Circumvention), 12 (Platform Payments) where applicable, or 15 (Data Protection); (c) any employment, contractor, agency-worker, tax, immigration, wage-and-hour, benefits, leave, workers’ compensation, unemployment, pension, discrimination, harassment, retaliation, or termination claim relating to any individual engaged, dispatched, or paid by or on behalf of Customer in connection with the Platform, including any claim that Excis was a joint, statutory, or de facto employer of such individual; (d) the classification or treatment of any individual as an employee, worker, independent contractor, or otherwise; (e) Customer’s instructions in respect of any deduction, withholding, garnishment, or split processed through the Platform; (f) any Worker Service Agreement to which Customer is a party; (g) any claim by Customer’s end customers relating to Customer’s products or services; and (h) Customer’s use of the Platform in violation of this Agreement or applicable law.

18.3 Process

Indemnification obligations are conditioned upon: (a) the indemnified party giving prompt written notice of the claim (with delay excusing the indemnifying party only to the extent it is prejudiced); (b) the indemnifying party having sole control of the defence and settlement (provided that no settlement imposing liability, admission of fault, or material non-monetary obligation on the indemnified party shall be made without the indemnified party’s prior written consent, not to be unreasonably withheld); and (c) reasonable cooperation by the indemnified party at the indemnifying party’s expense.

19. Warranties and Disclaimer

19.1 Mutual Warranties

Each party warrants that it has full power and authority to enter into this Agreement and that its performance will not violate any other agreement to which it is bound.

19.2 Limited Platform Warranty

Excis warrants that, during the Subscription Term, the Platform will perform materially in accordance with the Documentation when used in accordance with this Agreement. As Customer’s sole and exclusive remedy for breach, Excis shall use commercially reasonable efforts to correct the non-conformity, and if it is unable to do so within a reasonable period, Customer may terminate the affected component or this Agreement and receive a refund of prepaid Fees attributable to the unused portion of the Subscription Term for the affected component.

19.3 Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, DOCUMENTATION, AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND EXCIS DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR UNINTERRUPTED OR ERROR-FREE OPERATION. EXCIS DOES NOT WARRANT THAT THE PLATFORM WILL BE SECURE OR FREE FROM DEFECTS, OR THAT AI OUTPUTS WILL BE ACCURATE OR FIT FOR ANY PARTICULAR PURPOSE. EXCIS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE QUALIFICATIONS, CONDUCT, ACTS, OR OMISSIONS OF ANY USER, ENGINEER, WORKER, VENDOR, INDEPENDENT CONTRACTOR, OR OTHER WORKFORCE PARTICIPANT, OR THE LEGALITY, QUALITY, OR COMPLETENESS OF ANY ASSIGNMENT OR WORKER SERVICE AGREEMENT.

20. Limitation of Liability

20.1 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, BUSINESS, GOODWILL, REPUTATION, OPPORTUNITY, DATA, OR USE OF DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 Aggregate Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO EXCIS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "GENERAL CAP").

20.3 Super-Cap

NOTWITHSTANDING SECTION 20.2, EACH PARTY'S AGGREGATE LIABILITY FOR (A) BREACHES OF SECTION 15 (DATA PROTECTION), OR (B) BREACHES OF SECTION 16 (CONFIDENTIALITY) SHALL NOT EXCEED TWO (2) TIMES THE GENERAL CAP (THE "ENHANCED CAP").

20.4 Uncapped Carve-Outs

Notwithstanding Sections 20.1, 20.2, and 20.3, the limitations and exclusions in this Section 20 do NOT apply to, and there is no cap on, the following liabilities:

- Customer's obligation to pay undisputed Fees, Transaction Fees, and amounts owed under Section 8 (Anti-Circumvention);
- Customer's indemnification obligations under Section 18.2(b)–(f) (sanctions, classification, anti-circumvention, payment instructions, worker disputes, and employment/contractor claims of every kind);
- Either party's liability for death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Gross negligence or wilful misconduct;
- Infringement of the other party's intellectual property rights;
- Any other liability that cannot lawfully be limited or excluded.

20.5 Basis of the Bargain

The parties acknowledge that the limitations, exclusions, and uncapped carve-outs in this Section 20 are a fundamental basis of the bargain and reflect the allocation of risk underlying the Fees. They shall apply notwithstanding the failure of any limited or exclusive remedy.

21. Release of Inter-User Disputes

EACH USER HEREBY RELEASES EXCIS, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBPROCESSORS, AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE BETWEEN SUCH USER AND ANY OTHER USER,

INCLUDING DISPUTES REGARDING THE PERFORMANCE, FUNCTIONS, QUALITY, OR LEGALITY OF SERVICES, WORKER CLASSIFICATION, BACKGROUND OR DRUG SCREENING OUTCOMES (INCLUDING ANY FAILURE OR REFUSAL TO ENGAGE AN INDIVIDUAL BASED ON SUCH OUTCOMES), PAYMENT DISPUTES, AND COMMUNICATIONS BETWEEN USERS THROUGH OR OUTSIDE THE PLATFORM. THIS RELEASE DOES NOT APPLY TO A CLAIM THAT EXCIS HAS FAILED TO MEET ITS OBLIGATIONS UNDER THESE TERMS.

To the extent applicable, each User hereby waives the protections of California Civil Code section 1542 (and any analogous law in any other applicable jurisdiction), which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Each User acknowledges that this waiver is an essential and material term of this release.

To the maximum extent permitted by law, each party waives any right to participate in a class action, collective action, or representative proceeding in connection with this Agreement. Where such waiver is not enforceable and a party is permitted to proceed with a class or representative action, the parties agree that (a) the prevailing party shall not be entitled to recover attorneys’ fees or costs associated with pursuing the class or representative action, and (b) any party initiating or participating as a member of the class shall not submit a claim or otherwise participate in any recovery secured through the class or representative action.

22. Term and Termination

22.1 Term

This Agreement commences on the Effective Date in the Order Form (or first access to the Platform) and continues for the Subscription Term, automatically renewing for successive periods of equal length unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the then-current Subscription Term, or as otherwise specified in the Order Form.

22.2 Termination for Cause

Either party may terminate this Agreement upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within thirty (30) days of written notice (or ten (10) days for non-payment); (b) becomes insolvent, files for bankruptcy, has a receiver, administrator, or liquidator appointed, makes an assignment for the benefit of creditors, or ceases business operations; or (c) is required to do so by law, regulation, or order of a competent authority.

22.3 Termination for Convenience by Excis

Notwithstanding anything to the contrary, Excis may suspend or terminate any User’s account or access to the Platform at any time, in its sole discretion, for any or no reason, without penalty and without prior notice, including where Excis suspects fraudulent, abusive, or illegal activity. Excis may refer such activity to law enforcement. A User’s sole remedy for dissatisfaction with the Platform is to discontinue use.

22.4 Effect of Termination

Upon expiry or termination: (a) Customer’s right to access the Platform immediately ceases; (b) each party shall return or destroy Confidential Information of the other party in its possession (except as required by law or for legitimate audit or backup purposes); (c) all unpaid Fees accrued prior to termination become immediately due and payable; (d) for ninety (90) days following termination, Excis shall make Customer Data available for export in a commercially reasonable, machine-readable format, after which Excis may delete Customer Data, subject to backup retention cycles and legal retention obligations; (e) the restrictions in Section 8 (Anti-Circumvention) continue to apply for the periods stated therein.

22.5 Survival

Sections 1 (Definitions), 3 (Nature of the Platform), 6 (Worker Classification), 8 (Anti-Circumvention and Non-Solicitation), 11 (in respect of accrued amounts), 12.5 (Chargebacks), 13 (Intellectual Property), 16 (Confidentiality), 18 (Indemnification), 19.3 (Disclaimer), 20 (Limitation of Liability), 21 (Release), 22.4 (Effect of Termination), 22.5 (Survival), 24 (Governing Law and Dispute Resolution), and 26 (General) survive termination.

23. Force Majeure

Neither party shall be liable for any failure or delay in performance (other than payment obligations) arising from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, pandemic, government action, labour disputes, internet, telecommunications, or power outages, cyberattacks, cloud-provider failures, or failures of third-party services on which the Platform depends. The affected party shall use reasonable efforts to mitigate and resume performance. If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected portion of this Agreement by written notice without liability.

24. Governing Law and Dispute Resolution

24.1 Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24.2 Escalation

In the event of a dispute, the parties shall first attempt resolution by escalation to senior representatives, who shall meet (in person or remotely) within twenty (20) business days of a written escalation notice.

24.3 Arbitration

If the dispute is not resolved through escalation within thirty (30) days, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules in force at the time, which are deemed incorporated by reference. The seat of the arbitration shall be London, the language of the arbitration shall be English, and there shall be one arbitrator (or three arbitrators where the amount in dispute exceeds USD 1,000,000). The arbitral award shall be final and binding.

24.4 Injunctive Relief and Collection

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, or to enforce payment obligations or the restrictions in Section 8.

24.5 Jury Trial Waiver

TO THE EXTENT ANY DISPUTE IS HEARD IN A COURT OF LAW, THE PARTIES IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

25. Third-Party Services and Integrations

The Platform may interoperate with third-party products, services, APIs, and content not provided by Excis ("Third-Party Services"), including background-check providers, drug-testing providers, payment processors, identity verification providers, cloud providers, and integration partners. Excis does not control Third-Party

Services and is not responsible for their availability, accuracy, security, terms, pricing, or data practices. Customer's use of any Third-Party Service is governed by the third party's own terms. Excis may modify or discontinue support for any Third-Party Service at any time without liability.

26. General Provisions

26.1 Electronic Signatures and Communications

Each User agrees that its electronic signature, click-acceptance, or use of a keypad, mouse, or similar device to select an item or button, is the legal equivalent of its manual signature and constitutes acceptance and agreement as if signed in writing. No third-party verification or certification is required for the validity or enforceability of such acceptance. Each User consents to receive all communications, agreements, notices, and disclosures from Excis electronically, including by posting on the Platform or by email, and agrees that electronic delivery satisfies any legal requirement for writing. Users are responsible for maintaining current contact information.

26.2 Records

Each User is responsible for retaining its own records and copies of documentation in connection with its use of the Platform. Excis does not act as a User's recordkeeper.

26.3 Order of Precedence

In the event of conflict among the documents comprising the Agreement, the order of precedence is: (a) any executed Master Agreement; (b) the applicable Order Form; (c) the Data Processing Addendum; (d) these Terms; (e) the Acceptable Use Policy and Service Level Agreement; and (f) the Documentation.

26.4 Notices

Notices to Excis shall be sent to legal@excis.com with a copy by courier to Excis Compliance Ltd, Floor 3, 207 Regent Street, London W1B 3HH, United Kingdom. Notices to Customer shall be sent to the email and address designated in the Order Form or Account profile. Notices are deemed given on the date of delivery (for email, on transmission absent a bounce; for courier, on signed receipt).

26.5 Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without Excis's prior written consent. Excis may assign this Agreement without consent, including by operation of law or in connection with a merger, reorganisation, sale of all or substantially all assets, or change of control. Any assignment in violation of this section is void.

26.6 Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, fiduciary, or employment relationship.

26.7 No Third-Party Beneficiaries

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation to enforce any term, except that Excis Affiliates may enforce provisions made for their benefit.

26.8 Severability

If any provision is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to replace the affected provision with a valid and enforceable provision that most closely reflects the original intent.

26.9 Waiver

No failure or delay in exercising any right or remedy shall operate as a waiver, and no single or partial exercise shall preclude further exercise.

26.10 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Platform and supersedes all prior proposals, communications, and agreements. Any terms contained in a purchase order or similar document issued by Customer are expressly rejected and have no force or effect.

26.11 Amendments

Excis may update these Terms from time to time. Material changes will be notified at least thirty (30) days in advance by email or in-product notice. Continued use of the Platform after the effective date of the updated Terms constitutes acceptance. Where Customer has executed an Order Form, the version of these Terms in effect on the date of execution applies for the duration of the then-current Subscription Term unless the parties otherwise agree in writing.

26.12 Counterparts

Any Order Form may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

26.13 Language

The English language version of this Agreement is the controlling version. Any translations are for convenience only.

26.14 Government End Users

The Platform is a commercial item. Government end users acquire only those rights set out in this Agreement, consistent with applicable government regulations.

26.15 Headings; Interpretation

Headings are for convenience only and do not affect interpretation. “Including” and “include” mean “without limitation.” “Will” and “shall” have the same meaning and effect.

27. Contact

Excis Compliance Ltd

Registered Office: Floor 3, 207 Regent Street, London W1B 3HH, United Kingdom

Website: <https://excis.com>

Legal & Contracts: legal@excis.com

Privacy: privacy@excis.com

Security & Incident Reporting: security@excis.com

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