

TERMS OF USE

Effective from: 1 November 2025

These Terms of Use govern the access and use of software solutions and related services ("**Services**") provided by Keyloop ("**Keyloop**", "**we**", "**us**", or "**our**") by Authorised Users ("**you**") who are permitted by a licensed customer ("**Customer**") to use the same under Customer's agreement with us ("**Agreement**"). Unless defined in these Terms of Use, defined terms shall have the meaning given to them in the Agreement.

By accessing or using the Services you agree to comply with these Terms of Use. If you do not agree, you must not use the Services.

1. AUTHORISED USER RESPONSIBILITIES

- 1.1. You may only access and use the Services if you are an Authorised User designated by a Customer with a valid Agreement.
- 1.2. You must use the Services solely for the internal business purposes of Customer and in accordance with the applicable terms and conditions of the Agreement, which are incorporated by reference.
- 1.3. You must:
 - 1.3.1. keep your login credentials secure and confidential and not share them with any other person;
 - 1.3.2. use the Services in compliance with all Applicable Law; and
 - 1.3.3. promptly notify us or Customer of any unauthorised access or use.

2. RESTRICTIONS OF USE

Neither Customer nor Authorised User shall:

- 2.1. modify, develop, copy or create any derivative works based on the Services;
- 2.2. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, commercially exploit, or otherwise transfer or make the Services available to any third party, other than as permitted in the Agreement;
- 2.3. use the Services to facilitate any direct or indirect integration between the applicable Product and any third party solution unless otherwise expressly stated in the Agreement or under Applicable Law ("**Permitted Objective**"), and provided that the information (which may include Customer Data and/or Confidential Information) obtained by Customer during such activities:
 - 2.3.1. is not disclosed or communicated without Keyloop's prior written consent to any third party to whom it is not necessary to disclose or communicate it to achieve the Permitted Objective;

- 2.3.2. is not used to create any software that is substantially similar in its expression to the Product;
- 2.3.3. is kept secure; and
- 2.3.4. is used only for the Permitted Objective;
- 2.4. frame or mirror any part of a Product or Customer Data, other than framing on Customer's own system for its own internal business purposes or as permitted by the Agreement;
- 2.5. (other than to the extent permitted by Applicable Law) reverse engineer or decompile any portion of the Services;
- 2.6. use the Services to operate the business of a third party, or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the Services on a third party's behalf, or act as a service bureau or provider of application services to any third party;
- 2.7. use the Services in breach of Applicable Law;
- 2.8. input, upload, send or store any content through or using the Services that is unlawful, obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, liable to cause annoyance, inconvenience, needless anxiety or in breach of any third party Intellectual Property Rights;
- 2.9. send or store any Disabling Device in connection with the Services;
- 2.10. interfere with or disrupt performance of the Services, equivalent services provided by Keyloop to its other customers or the data contained within systems and software controlled by Keyloop;
- 2.11. use any automated means including agents, robots, scripts, or spiders, to bypass Keyloop's tools, Products or Services or to interfere or attempt to interfere with the proper working of the Services without Keyloop's prior written consent;
- 2.12. use any element or function of the Services in a manner that exceeds reasonable usage or in a manner which is excessive;
- 2.13. attempt to gain unauthorized access to the Services or its related systems or networks; or
- 2.14. remove any proprietary notices or labels on the Services and/or Documentation.

3. DATA PROTECTION

- 3.1. Your use of the Services may involve the processing of personal data. Unless otherwise agreed in writing with us, you acknowledge that such processing is

governed by Customer's privacy policy and data processing arrangements with us. It is Customer's sole responsibility to obtain any required consents and provide you with information regarding the processing of your personal data.

- 3.2. We may collect usage data for security, support, service improvement purposes and such other purposes as outlined in the Agreement.

4. INTELLECTUAL PROPERTY

- 4.1. All Intellectual Property Rights in the Services remain owned by us or our licensors. You are granted no rights other than those expressly set out in these terms.
- 4.2. You acknowledge that any Customer Data, including any data or information that you enter into the Service is owned by Customer and that our use of Customer Data shall be governed by the Agreement.

5. LIABILITY

- 5.1. Your use of the Services is provided 'as-is'. To the fullest extent permitted by Applicable Law, as between you and Keyloop all warranties, conditions, terms and representations, whether implied by statute or otherwise, are excluded.
- 5.2. In no event shall Keyloop be liable to you for any use, interruption, delay or inability to use the Services. You are provided access to the Services pursuant to the Agreement, solely for the benefit of Customer and at the discretion of Customer. You acknowledge that you have no rights under the Agreement including to enforce any of its terms.

6. CHANGES

- 6.1. We may update these terms from time to time by posting an amended version. You should regularly review these terms. Your continued use of the Services after changes are made constitutes your acceptance of the amended terms.

7. SUSPENSION AND TERMINATION

- 7.1. Your access to the Services may be suspended or terminated:
- 7.1.1. by Customer at any time;
 - 7.1.2. by us if we reasonably believe you have breached these terms or otherwise in accordance with the terms of the Agreement; and
 - 7.1.3. automatically upon termination of the Agreement or the Services.

8. GENERAL

- 8.1. These terms shall be governed by and subject to the jurisdiction of the Agreement. These terms constitute the entire agreement between you and Keyloop relating to the

Services.