

TERMS AND CONDITIONS – UK CUSTOMERS

1 DEFINITIONS

- 1.1 "**Applicable Laws**" means all applicable laws, statutes and regulations from time to time in force relevant to the provision of the Services.
- 1.2 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in the UK.
- 1.3 "**Consultancy Service Provider(s)**" means 3rd party providers (approved by the Supplier) who the Supplier may choose to use to provide the Customer with Consulting Support from time to time.
- 1.4 "**Consulting Support**" means consulting services support from the Supplier's reward specialists or Consultancy Service Providers, to guide the Customer through detailed understanding of the regression analysis options, interpretation of output and the budget modelling & optimisation process.
- 1.5 "**CURO Pay Equity**" means the Pay Equity product developed by the Supplier.
- 1.6 "**Customer**" means the person or firm who purchases Services from the Supplier.
- 1.7 "**Data Breach**" means (i) any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any Personal Information; (ii) any unauthorised or unlawful Processing of Personal Information; or (iii) any breach of Data Privacy Laws.
- 1.8 "**Data Controller**" has the meaning given to "Controller" under the General Data Protection Regulation (EU 2016/679).
- 1.9 "**Data Privacy Laws**" means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, (from 25 May 2018) the General Data Protection Regulation (EU 2016/679), and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time.
- 1.10 "**Data Processor**" has the meaning given to "Processor" under the General Data Protection Regulation EU 2016/679).
- 1.11 "**Data Subject**" has the meaning given under the General Data Protection Regulation (EU 2016/679).
- 1.12 "**ICO**" means the UK Information Commissioner's Office, or the equivalent national data protection authority in any relevant jurisdiction.
- 1.13 "**Personal Information**" means any information which: i) falls within the definition of "Personal Data" under the General Data Protection Regulation EU 2016/679; and ii) in relation to which the Supplier is providing the Services or which the Supplier is required to Process (subject to the Data Privacy Laws) in connection with this agreement.
- 1.14 "**Processing**" has the meaning given under the General Data Protection Regulation EU 2016/679) (and Process, Processed and Processes shall be construed accordingly).
- 1.15 "**Product Support**" means support from the Supplier's product support specialists to guide the Customer through the initial set-up, training and address follow-up product related queries. Customers will also have access to the Supplier support portal at <https://customersupport.curocomp.com/>
- 1.16 "**Sales Tax**" means any applicable sales tax or Value Added Tax (VAT) on the sale of products and services in the relevant jurisdiction.
- 1.17 "**Services**" means the provision of (1) the CURO Pay Equity solution, (2) Product Support and (3) Consulting Support.
- 1.18 "**Supplier**" means Curo Compensation Limited.
- 1.19 "**Website**" means is www.curopayequity.com

2 TERMS AND CONDITIONS

- 2.1 These terms and conditions will apply to the Services purchased from the Supplier by the Customer. These terms and conditions form part of an agreement between the Customer and the Supplier. No other terms and conditions shall apply.

3 PROVISION OF SERVICES

- 3.1 These terms and conditions apply to the purchase of any of the following Services by the Customer from the Supplier:
- (1.a) CURO Pay Equity solution
 - (1.b) Product Support;

(1.c) Consulting Support.

The solution is hosted by Amazon Web Services (AWS) in their London, UK region.

Customers will have access to the Supplier support portal at <https://customersupport.curocomp.com/> in order to log support tickets. All tickets logged will be responded to within 24 hours.

System uptime minimum is 99.9% during UK business hours (9am – 5pm) over each calendar month of operation.

There is a reserved planned maintenance window on Tuesday mornings each week between the hours of 9am - 11am UK time.

In the event of a requirement for a high priority update/release, these will take place between 9am and 11am UK time on the following morning.

Please note that the Supplier has no control over unscheduled AWS outages. In the event that these occur, we will communicate such outages to Customers.

4 CURO PAY EQUITY SOLUTION

4.1 The CURO Pay Equity Solution provides functionality to support :

- (1.a) Pay Equity Analytics by Customer defined protected categories, dashboards, drilldowns, define and monitor pay equity actions
- (1.b) Multi-variate regression analysis to identify where pay gaps can be explained by non-monetary factors such as performance, tenure, time in role, age, and location, and identify/quantify the unexplained pay gap.
- (1.c) Cohort Analysis
- (1.d) a budget modelling capability to identify remedial actions to reduce/eliminate pay gaps

All Customers will be automatically upgraded to the most recent version of code as it is released, at no additional cost. New releases are backwardly compatible to current and prior releases.

4.2 When the Customer imports the relevant data to the CURO Pay Equity Solution available from the Website, the Customer will be provided with the results in the form of various graphical and tabular reports (**CURO Pay Equity Output**) via the Customer's account on the Website.

4.3 The reliability of the CURO Pay Equity Output is dependent on the accuracy and quality of the data imported to the Website by the Customer and the various modelling options selected by the Customer. The Supplier does not offer any guarantee or warranty, express or implied, concerning the accuracy, comprehensiveness or suitability of the information provided in the CURO Pay Equity Output.

It is the Customer's sole responsibility for (a) To check the validity of the configuration options (b) The choice of model parameters and (3) The quality and accuracy of the data input (d) The interpretation of the model and analytics output.

4.4 The results of the CURO Pay Equity Solution are for the use of the Customer only.

5 CONSULTING SUPPORT

5.1 The Supplier may engage Consultancy Service Providers to provide the Consulting Support which the Supplier provides to the Customer, as an option, on these terms and conditions. This would be with the prior approval of the Customer.

5.2 The Supplier shall use reasonable care and skill in the provision of Consulting Support.

5.3 The Supplier shall endeavour to provide the Consulting Support by the date agreed with the Customer but time shall not be of the essence in relation to such obligations.

5.4 If the Supplier is prevented or delayed from performing its obligations due to an act or omission on behalf of the Customer, payment or part payment could still be required for the Consulting Support delivered.

5.5 The Supplier shall be entitled to engage the services of independent contractors of its own to assist with its duties.

5.6 The Customer will supply their personal information to the Supplier who shall provide it directly to the Consultancy Service Provider.

6 CUSTOMER OBLIGATIONS

6.1 By purchasing the Consulting Support in clause 5, the Customer agrees that they shall:

- (1.a) co-operate with the Supplier in respect of (1) all matters in relation to the provision of the Consulting Support;

- (1.b) be responsible for the safety and security of any of the Supplier's employees, agents or sub-contractors whilst on or about the Customer's premises in relation to the provision of the Consulting Support;
- (1.c) inform the Supplier of any and all relevant health and safety rules, policies or regulations which are in force or apply to the Customer's premises and which relate to the provision of the Consulting Support;
- (1.d) obtain, secure and maintain in place any and all necessary licences and consents in order to comply with any relevant legislation, rules and/or regulations that may relate to the provision of the Consulting Support.

7 CUSTOMER ACCOUNT

- 7.1 In order to use the Services, the Customer must create an account with the Supplier. The Customer must keep their password and account details confidential and the Customer is responsible for any activities that occur on the Customer's account. The Supplier shall not be liable to the Customer or any third party for any loss or damage (direct or indirect) which may arise as a result of any failure by the Customer to keep the Customer's password or account confidential. In the event that the Customer suspects someone else may be using the Customer's account, the Customer should notify the Supplier immediately. For information on how the Customer's personal data is collected and processed by the Supplier, please see the Supplier's privacy policy accessible from the website at www.curopayequity.com.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services and in the design, content and arrangement of the Website (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 8.2 Aside from the standard CURO Pay Equity Output that the Customer will have access to, the Customer may not download, store, alter, adapt or reproduce any of the material provided in relation to the Services or on the Website without acknowledging the Supplier as the full copyright owner.
- 8.3 Once the CURO Pay Equity Output has been provided by the Supplier to the Customer, the Customer will own the CURO Pay Equity Output. The Customer grants the Supplier the right to use the Customer's branding for the sole purpose of preparing the CURO Pay Equity Output.

9 DATA PROTECTION AND DATA PROCESSING

- 9.1 The provision of the Services may require the Supplier to Process Personal Information for and on behalf of the Customer. In respect of such Processing, the parties acknowledge and agree that:
 - (1.a) the Customer shall be the Data Controller and the Supplier shall be the Data Processor;
 - (1.b) the Customer shall be solely responsible for determining which of the Services is used and the purpose(s) for which and the manner in which the Personal Information will be Processed by the Supplier; and
 - (1.c) The Customer shall: to The Customer shall indemnify, defend and hold harmless the Supplier from any and all losses, liabilities (including provision for contingent liabilities), fines, compensation, damages, costs and expenses arising from or in connection with any Data Breach by the Customer. below shall apply.
- 9.2 The Customer shall:
 - (2.a) comply with all Data Privacy Laws;
 - (2.b) obtain and maintain all relevant registrations (and similar) required by Data Privacy Laws;
 - (2.c) ensure that all instructions that it issues to the Supplier comply with Data Privacy Laws; and
 - (2.d) supply data in the format specified by the Supplier. The accuracy of the data provided by the Customer to the Supplier is the sole responsibility of the Customer.
- 9.3 When Processing Personal Information as part of the delivery of the Services, the Supplier shall:
 - (3.a) Process the Personal Information only on the documented instructions of the Customer, except to the extent that any Processing of Personal Information is required by Applicable Laws;
 - (3.b) where Processing of Personal Information by the Supplier is required by Applicable Laws, the Supplier shall inform the Customer of the relevant legal requirement before processing, unless such law prohibits the Supplier from doing so;
 - (3.c) notify the Customer where the Supplier reasonably believes any documented instructions from the Customer in respect of the Processing of Personal Information infringe any Data Privacy Laws or any other Applicable Laws;
 - (3.d) ensure that its personnel who are authorised to Process the Personal Information have committed themselves to confidentiality;

- (3.e) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of Processing;
 - (3.f) only appoint a third party to Process Personal Information on its behalf in accordance with clauses The Supplier has the right to sub-contract the Processing of Personal Information with the prior agreement of the Customer. The Supplier's sub-contractors will comply with these terms and conditions, as if those subcontracting were a party hereto. and Where the Supplier sub-contracts its Processing of Personal Information to a third party in accordance with clause The Supplier has the right to sub-contract the Processing of Personal Information with the prior agreement of the Customer. The Supplier's sub-contractors will comply with these terms and conditions, as if those subcontracting were a party hereto. above, the Supplier shall: below;
 - (3.g) taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights under Data Privacy Laws;
 - (3.h) notify the Customer without undue delay after becoming aware of a Data Breach;
 - (3.i) assist the Customer in its compliance with its obligations under Data Privacy Laws in respect of notifying Data Breaches to the ICO and affected Data Subjects, insofar as it is able taking into account the nature of the Processing and the information available to the Supplier;
 - (3.j) at the Customer's discretion, delete or return to the Customer all of the Personal Information Processed under this agreement on completion of the Services, and delete any copies of such Personal Information unless any Applicable Laws require that copies are kept; and
 - (3.k) make available to the Customer all information necessary to demonstrate compliance with its obligations in this clause When Processing Personal Information as part of the delivery of the Services, the Supplier shall: .
- 9.4 The Supplier has the right to sub-contract the Processing of Personal Information with the prior agreement of the Customer. The Supplier's sub-contractors will comply with these terms and conditions, as if those subcontracting were a party hereto.
- 9.5 Where the Supplier sub-contracts its Processing of Personal Information to a third party in accordance with clause The Supplier has the right to sub-contract the Processing of Personal Information with the prior agreement of the Customer. The Supplier's sub-contractors will comply with these terms and conditions, as if those subcontracting were a party hereto. above, the Supplier shall:
- (5.a) ensure that any such third party is subject to the same data protection obligations as those set out in clause When Processing Personal Information as part of the delivery of the Services, the Supplier shall: above;
 - (5.b) obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the Processing of Personal Information by such third party will meet the requirements of Data Privacy Laws; and
 - (5.c) remain liable to the Customer for any Processing of Personal Information by any such third party.
- 9.6 The Customer shall indemnify, defend and hold harmless the Supplier from any and all losses, liabilities (including provision for contingent liabilities), fines, compensation, damages, costs and expenses arising from or in connection with any Data Breach by the Customer.

10 FEES AND EXPENSES

- 10.1 The applicable fees apply to the provision of Services under these terms and conditions.
- 10.2 The Supplier shall invoice the Customer for the charges as set out above, including any relevant Sales Tax. Invoices shall be issued on the completion of the registration process by the Customer.
- 10.3 Each invoice will be payable by the Customer within 30 days following receipt of the invoice. All payments will be made in £GBP in available cleared funds by electronic transfer (note that the Supplier does not accept payments by cheque) to the following bank account or such other bank account as the Supplier may nominate from time to time:

BANK:	Bank of Scotland
ACCOUNT NUMBER:	06579429
SORT CODE:	80 22 60
BIC:	BOFSGBS1SDP
IBAN:	GB46 BOFS 8022 6006 5794 29

- 10.4 In respect of invoice payments, the Supplier reserves the right to charge interest at the rate of 4% over the base rate of Bank of England in force from time to time, or such higher rate as is allowed by statute, on all sums outstanding in excess of the timescales set out in clause 10.3 above from the date of issue of an invoice by the Supplier.
- 10.5 The Supplier reserves the right to suspend and/or terminate provision of the Services should any fee remain outstanding beyond the timescales set out in clause 10.2 above. The Supplier will notify the Customer if it decides to suspend and/or terminate the provision of the Services in these circumstances. In the event that the Supplier terminates the Services for any reason, any and all fees incurred up to the date of termination and remaining unbilled, will then be invoiced by the Supplier to the Customer and shall be payable immediately.
- 10.6 The Supplier reserves the right to review fees periodically and in any event, shall do so annually. The Customer shall be given a minimum of 60 days' notice of any change in the fees before such change shall take effect. Any changes to the fees will be notified on the Supplier's website.
- 10.7 The Supplier may make an online service available with a clear and conspicuous written notice specifying that the Service is provided free of charge, on a trial basis. ("**Free Services**"). Notwithstanding any other provision of this Agreement the Customer acknowledges and agrees that:
- (a) Free Services are made available without any consulting support, warranty, commitment to availability, security, or accuracy, or other related obligation of any kind under this Agreement, unless otherwise required by applicable law;
 - (b) Free Services may not include or allow access to all features and functionality available to paying customers;
 - (c) The Supplier may terminate the use of a Free Service at any time, unless otherwise specified in writing, and the Supplier will not be liable for such termination;
 - (d) data, information, and content submitted to a Free Service may be permanently lost, and The Supplier will not be liable for such loss; and
 - (e) if the Customer has not provided a billing address to the Supplier in connection with its access to and use of Free Services, all notices required under this Agreement will be sent via email.

11 TERMINATION AND SUSPENSION

- 11.1 The contract formed between the Supplier and the Customer on the basis of these terms and conditions shall automatically continue after acceptance by the Customer of these terms and conditions, until terminated by either party. The Services will continue to be provided by the Supplier on a 12 month rolling basis and the Customer will be invoiced in advance for each 12 month block.
- 11.2 In relation to the provision of the Services, either party may terminate this agreement by written notice in the event that:
- (2.a) there is serious breach of the terms provided such breach (where capable of remedy) has not been remedied within 30 days of receipt of written notice from the terminating party specifying the breach;
 - (2.b) the other party passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof.
- 11.3 Upon expiration or termination of these terms for any reason:
- (3.a) any and all accrued rights of the Supplier shall continue and be exercisable by the Supplier;
 - (3.b) the Customer shall pay the Supplier for all unpaid charges and reimburse expenses accrued up to that date.

12 SUPPLIER'S LIABILITY

- 12.1 The Supplier excludes to the fullest extent permitted by law any liability for any loss or damage, howsoever arising, out of or in connection with the Customer's use of the CURO Pay Equity Solution, the Website, and the provision of Product Support and Consulting Support, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, loss arising from use or inability to use, loss arising from any errors or omissions in the Website provided always that the Customer's statutory rights are not affected by such exclusions.
- 12.2 In relation to the Customer's use of Product Support and Consulting Support, the Supplier shall not be liable to the Customer whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses howsoever arising.
- 12.3 The Customer hereby indemnifies the Supplier against any and all liabilities, costs (including legal costs), expenses, damages and all other losses suffered or incurred by the Supplier and arising out of or in connection with:
- (3.a) the Customer's failure to provide the obligations set out in clause 6 above; and

(3.b) use of the CURO Pay Equity Solution, Product Support and Consulting Support other than in accordance with these terms and conditions.

- 12.4 The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Consulting Support will be limited to the fee received by the Supplier from the Customer during the preceding 12 month period.
- 12.5 The Supplier makes every effort to ensure that the Website is free from viruses or defects. However, the Supplier cannot guarantee that the Customer's use of the Website or any the websites accessible through it will not cause damage to the Customer's computer and no warranty is given in that respect. It is the Customer's responsibility to ensure that the Customer has the right equipment required to use this Website and that the Customer screens out anything that may damage it. The Supplier will not be liable to the Customer or any third party for any loss or damage which may arise to computer equipment as a result of using the Website.

12.6 The Supplier does not exclude or limit in any way the Supplier's liability to the Customer where it would be unlawful to do so. The Supplier accepts full liability for any:

(6.a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(6.b) fraud or fraudulent misrepresentation; or

(6.c) any other liability which cannot be limited or excluded by applicable law.

13 FORCE MAJEURE EVENT

13.1 Neither party will be liable for any failure or delay or for the consequences of any failure or delay in performance of these terms and conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.

14 ASSIGNMENT

14.1 The Supplier may transfer, assign, sub-contract or otherwise dispose of the Supplier's rights and obligations under these terms and conditions to any person at any time provided that the Supplier reasonably believes that the Customer's rights will not be affected.

14.2 The Customer may not transfer, assign, amend or dispose in any way of any of the Customer's rights or obligations arising under these terms and conditions, without the Supplier's prior written consent.

15 CONFIDENTIALITY

15.1 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the terms and conditions.

16 ENTIRE AGREEMENT

16.1 These terms and conditions constitute the entire agreement between the Supplier and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into these terms it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the terms.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

17 VARIATION

17.1 The Supplier has the right to vary these terms and conditions from time to time. The revised terms and conditions will be applicable with immediate effect once published on the Website. It is the Customer's responsibility to regularly consult the Website to check for updates to the terms and conditions.

18 WAIVER

18.1 A waiver of any right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default.

19 SEVERABILITY

1.1 If any provision or part-provision of the terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

1.2 If modification is not possible, the relevant provision or part-provision shall be deemed deleted.

1.3 Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these terms and conditions.

20 THIRD PARTY RIGHTS

20.1 A person who is not a party to these terms has no rights to enforce any term of, or enjoy any benefit under these terms.

21 GOVERNING LAW AND JURISDICTION

21.1 These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales.