

## **RAG FRAUD INTELLIGENCE SERVICE TERMS AND CONDITIONS**

Effective date: [ March] 2023

### **INTRODUCTION**

#### ***A) ABOUT THE RAG FRAUD CONSORTIUM***

The RAG Wangiri Blockchain Consortium brings together telcos and vendors with a common interest in reducing fraud that impact users of electronic communications services.

The Consortium does this by using blockchain technology to share fraud intelligence in near to real time about fraud that has already occurred.

#### ***B) PARTIES TO THE RAG FRAUD CONSORTIUM***

Risk & Assurance Group (RAG), SORAMITSU and Orillion are business partners who collectively founded Fraud Intelligence Limited, the owners of the RAG Fraud Blockchain technology.

RAG is responsible for reviewing and approving applications to join the consortium, as well as being responsible for the ongoing promotion of the project within the industry.

Fraud Intelligence Limited develops and supports the technology.

The consortium members are communications providers and vendors who will participate by sharing fraud intelligence using the RAG Fraud Intelligence Service or paying fees for access to this intelligence.

#### ***C) PURPOSE***

These terms of use govern your agreement with Fraud Intelligence Limited for use of the RAG Fraud Intelligence Service. These terms will hereafter be referred to as Terms of Use.

Please read these terms of use carefully before you register or use RAG Fraud Intelligence Service. These terms of use tell you how the RAG Fraud Intelligence Service works, how our agreement may be updated or terminated, and other important information. By registering to use the RAG Fraud Intelligence Service you agree to these terms of use, as updated from time to time in accordance with clause 18. This Agreement sets out the terms and conditions on which Fraud Intelligence Limited will provide access to, and you may use, the RAG Fraud Intelligence Service.

YOU AGREE THAT:

## 1. DEFINITIONS

1.1 In this Agreement, unless the context indicates otherwise:

**Affiliate** means any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which that entity has the majority of the voting rights or economic interest.

**Agreement** means these RAG Fraud Intelligence Service Terms of Use and your RAG Fraud Intelligence Service Subscription Order.

**Contributor** means a person who has contributed Submissions to the Fraud Intelligence Service by any means.

**Data Protection Laws** means all legislation, principles, codes and policies in any relevant jurisdiction applicable to the collection, use, disclosure, Processing, transfer or granting of access rights to any Personal Data, including, without limitation, any applicable local laws, and any related decisions or guidelines and subsequent legislation of a similar nature.

**Data Record** means a range of numbers that a customer can submit onto the Platform, which may be IP addresses or phone numbers, and the associated meta data, which may include fraud type, origination country, expiry date, status (e.g., active/flagged, expired, and identifier of the customer who uploaded it).

**Fees** means the subscription fees payable by Premium Subscribers for use of the RAG Fraud Intelligence Service in accordance with sections 7 and 8, as notified to you as part of your application to be a Premium Subscriber and as may be varied from time to time in accordance with clause 8.9.

**Fraud Intelligence Data** means the information contained in Schedule 1, and any other data the RAG Fraud Blockchain Consortium may add to the Platform in the future.

**Fraud Intelligence Limited** means the private, limited company, incorporated as Fraud Intelligence Limited, with company number 12352887, with registered address 87 Church Street, Crowthorne, Berkshire, United Kingdom, RG45 7AW.

**Intellectual Property Rights** means copyrights, database rights, patents, utility models, know-how, registered and unregistered design rights, trademarks, confidential information, trade secrets, and other intellectual property, in each case whether registered or unregistered, and any rights to apply for the foregoing, which may subsist anywhere in the world.

**Permitted Affiliate(s)** means the Affiliates listed in your registration, if any. Note that additional fees may apply per Permitted Affiliate.

**Personal Data** has the meaning given in English Data Protection Laws, including “Personal Information” and “Personally Identifiable Information”. For the avoidance of doubt, device unique identifiers, telephone numbers, IP Addresses, or ranges thereof, contact details, and any information relating or attributed to the foregoing shall be treated as Personal Data for the purposes of this Agreement.

**Platform** means (i) the web application technology for accessing and using the RAG Fraud Intelligence Service as a user interface located via <https://blockchain.fraudintelligencelimited.com/>;

(ii) where applicable, the API access mechanism, and iii) the distributed ledger blockchain technology, that are all used to provide the Service.

**Premium Subscriber** means a user of the Service who applies to be “Premium Subscriber” as part of their application to use the Fraud Intelligence Services (or later applies to upgrade their access to “Premium Subscriber” through their account access) and, if and when their application is approved by RAG and their invoice for that Subscription is paid, is granted a Subscription to it.

**Process** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, enrichment, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, reporting, notification, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing has the corresponding meaning.

**Purpose** means reducing electronic telecommunications fraud and crime.

**RAG** means the Risk & Assurance Group, a not-for-profit corporation, incorporated as RAG Global Limited in England, with company number 10454593.

**RAG Fraud Intelligence Service** means the RAG Fraud Intelligence Service provided by Fraud Intelligence Limited via the Platform.

**Request to Join** means your application to join the RAG Fraud Blockchain Consortium, which includes your agreement to the Terms of Use.

**Retention Period** has the meaning given in clause 11.5.

**Standard Contractual Clauses** means the Standard Contractual Clauses for the Transfer of Personal Data from the Community to Third Countries (Controller to Controller transfers) as set out in the Annex to 2004/915/EC: Commission Decision of 27 December 2004.

**Submission** means any Fraud Intelligence Data submitted to the RAG Fraud Intelligence Service (whether via the RAG Fraud Blockchain or otherwise) by a user (and “**Submitted**” shall be construed accordingly). Any Data previously provided to RAG Fraud Blockchain Consortium will be treated as a Submission for the purposes of all RAG Fraud Intelligence Service.

**Subscription** means the unlimited access to Fraud Intelligence Data granted to Premium Subscribers under clause 7.5 for an initial period of one month (and then including any Renewal Subscription), in exchange for paying the Fees.

**Tax** means any tax, levy or duty payable in relation to the Fees or otherwise in relation to this Agreement.

**Tokens** means the tokens issued by FIL, which may be earned by submitting Data Records to the Platform, and consumed in order to access Data Records, as further described in clause 7.

**Term** means the term of this Agreement, as set out in clause 14.

**Vendor** means a third-party supplier contracted to provide goods or services, for example, IT, hardware, software, telecommunications, and SaaS providers.

**You or your** means you as the counterparty to this Agreement, being a member approved by RAG Fraud Blockchain Consortium to use the RAG Fraud Intelligence Service, as further set out in clause 2 (Registration Requirements and Process).

1.2 In this Agreement, unless the context indicates otherwise:

(a) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation.

(b) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

(c) references to a "person" include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority, or entity, in each case whether or not having a separate legal identity; (d) the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation"; and

(e) references to any document are references to that document as modified or replaced from time to time.

## **2. REGISTRATION AND EXISTING FRAUD INTELLIGENCE CONTRIBUTORS**

2.1 You may apply to access the Fraud Intelligence Services (and as part of that application you will indicate whether or not you wish to be a Premium Subscriber. Fraud Intelligence Limited will be entitled, in its sole discretion, to approve or reject any application. Access to the Fraud Intelligence Service will not be provided unless and until your application is approved (and access to a Subscription will not be granted until payment of the invoice for that Subscription).

2.2 By registering to access the RAG Fraud Intelligence Service, you agree that any information you contribute may be provided to other members of the RAG Fraud Blockchain Consortium.

## **3. ACCESSING RAG FRAUD INTELLIGENCE SERVICES**

3.1 Subject to the terms set out in this Agreement, you may access the Platform from the date of acceptance of your application by RAG and for the remainder of the Term to: (a) access and receive Fraud Intelligence Data from the Platform, subject to the requirements in clause 4; and (b) make Submissions to the RAG Fraud Intelligence Service, subject to the terms and requirements in clause 5.

3.2 How much Fraud Intelligence Data you are able to access will be dependent upon the Tokens you have available and whether or not you are a Premium Subscriber. The process for earning and consuming Token, and the access rights available to Premium Subscribers is set out further in clause 7.

3.3 You will NOT: (a) provide access to the Platform or the Fraud Intelligence Data to any other person or entity (including any Affiliate), except as permitted by clauses 4.6 (Vendors) and 13 (Permitted Affiliates), where applicable; (b) act as an agent for, or otherwise on behalf of, any other person or entity in making Submissions to the RAG Fraud Intelligence Service (except as permitted by clause 13 (Permitted Affiliates), where applicable); (c) resell access to the RAG Fraud Intelligence Service, the Fraud Intelligence Data, the Platform, or the right to make Submissions.

## **4. USING FRAUD INTELLIGENCE DATA**

4.1 Subject to clause 7, you may access the Fraud Intelligence Data via the Platform, in accordance with the access instructions provided by Fraud Intelligence Limited to you (as updated from time to time and notified to you by email by Fraud Intelligence Limited).

4.2 You may use the Fraud Intelligence Data solely for the Purpose. Subject to clause 4.7, you must keep confidential the Fraud Intelligence Data, and you may not provide the Fraud Intelligence Data to any other person, individual, organisations or groups, either directly or via third parties. Please contact Fraud Intelligence Limited with any queries on how Fraud Intelligence Data may be disclosed.

4.3 Fraud Intelligence Data can change at any time based on Contributor input. Fraud Intelligence Limited takes no responsibility for any variance or the effects of any variance between Fraud Intelligence Data supplied through the Platform and your or Contributors' historical records.

4.4 Following termination or expiry of this Agreement, subject to the confidentiality requirements set out in this Agreement, you may retain Fraud Intelligence Data received under this Agreement solely to the extent and for the duration required by law.

4.5 You must promptly notify Fraud Intelligence Limited of any third-party claim or complaint that You become aware of in relation to any of the Fraud Intelligence Data.

4.6 You may authorise your Vendors to access and use the Fraud Intelligence Service for and on behalf of you solely for the purposes of providing services to you, provided that Vendors must comply with all restrictions and obligations of yours under this Agreement. You are responsible for the acts and omissions of each of your Vendors as if they were your acts and omissions. This Agreement does not create a contractual relationship between the Fraud Intelligence Limited (or any other member of the RAG Fraud Blockchain Consortium) and any Vendor, who have no right to enforce any term of, or any rights in relation to, this Agreement.

4.7 Notwithstanding clauses 4.2 and subject to clause 10, you can disclose Fraud Intelligence Data, (i.e. a telephone number), as required to a MNO or MVNO solely as required in order to discuss a specific suspected fraud case for your own or the recipient MNO/MVNO's internal purposes. You may not disclose substantial portions of Fraud Intelligence Data and may not disclose Fraud Intelligence Data in a manner that replicates, relicenses or resells the Fraud Intelligence Service or any part thereof or is otherwise deemed by Fraud Intelligence Limited as a Fraud Intelligence Data distribution service.

## **5. SUBMITTING FRAUD INTELLIGENCE DATA**

5.1 You will be provided with access to make Submissions via the Platform in accordance with the Policies. For each Submission, you must: (a) only submit Fraud Intelligence Data that have been identified as sources of fraud, nuisance calls and any other form of recognised unwanted use of electronic telecommunications services. You may use Fraud Intelligence Limited defined fraud types to label submitted Fraud Intelligence Data; (b) ensure that (i) any data subject to whom the Personal Data contained within the Submission relates has provided their consent; or (ii) it is otherwise lawful to make the Submission in accordance with the Data Protection Laws; (c) use best efforts to ensure that each Submission is accurate, timely, current, and complete; (d) respond in a timely fashion to inquiries from other Contributors and users of the RAG Fraud Intelligence Service, regarding your Submissions; (e) promptly update Submissions as required to correct any inaccurate Submissions; (f) make Submissions utilizing the format set out in Fraud Intelligence Service User Guide and in

accordance with Fraud Intelligence Limited's reasonable directions from time to time; and (g) comply with the Policies.

5.2 Acknowledging that members of the RAG Fraud Blockchain Consortium may receive and use updated Fraud Intelligence Data, you should endeavour to make Submissions and relevant updates as timely as reasonably possible.

5.3 You will promptly notify the Fraud Intelligence Limited of any third-party claim or complaint that You become aware of in relation to any of your Submissions.

## **6. USE OF CREDENTIALS AND PASSWORDS**

6.1 If your application is approved by RAG (where required), you will be issued with confirmation of your approved access to use the RAG Fraud Intelligence Service, as well as any required credentials to access the Platform ("**User Credentials**"). User Credentials may only be used by the named individual user. You must ensure User Credentials are not shared outside of your organization or misused in any way. You must keep User Credentials confidential and secure. You will be responsible for all use of, and activity associated with, your User Credentials (whether such use or activity is authorized by you or not). You must immediately notify the RAG Fraud Blockchain Consortium in the event of suspected or actual loss, theft, unauthorized access or hacking of your User Credentials.

6.2 You will NOT: (a) circumvent, or attempt to circumvent, any data security measures employed by the Fraud Intelligence Limited; (b) use, or cause to be used, any automated program or script, or other functionality or technique, which conceals, or is misleading or deceptive as to, your identity, or use of, or activity on, the Platform; or (c) attempt to interfere with the Platform by any means, including by hacking the Fraud Intelligence Limited systems or servers, submitting a virus, overloading, or crashing the Fraud Intelligence Limited sites or systems.

6.3 Fraud Intelligence Limited retains the right to remove, disallow or cancel User Credentials in its sole and absolute discretion. Fraud Intelligence Limited may, without any prior notice to you, terminate, cancel, or suspend your User Credentials if, in RAG's sole and absolute discretion, Fraud Intelligence Limited determines that your use of the User Credentials would or may constitute or cause (or has constituted or caused) a breach, contravention, or infringement of this Agreement, any rights of any third party or any applicable laws, rules or regulations.

6.4 Fraud Intelligence Limited will treat any user contact details provided by you in accordance with applicable data privacy laws, including the Privacy Policy available at [privacy policy needed].

## **7. TOKENS AND PREMIUM SUBSCRIPTIONS**

7.1 Following the initial set up of the account associated with your User Credentials (the "**User Account**"), Fraud Intelligence Limited will credit your User Account with a number of Tokens (as specified by Fraud Intelligence Limited at <https://blockchain.fraudintelligencelimited.com/>, and as may be updated by Fraud Intelligence Limited from time to time in accordance with clause 7.4).

7.2 Unless you are a Premium Subscriber, each Data Record which you access will consume one of the Tokens in your User Account and you will not be able to access any Fraud Intelligence Data unless you have sufficient Tokens in your User Account.

7.3 You can earn additional Tokens by Submitting additional Fraud Intelligence Data. For each Data Record contained in any Submission, Fraud Intelligence Limited will credit your User Account with a number of Tokens (as specified by Fraud Intelligence Limited at <https://blockchain.fraudintelligencelimited.com/>, and as may be updated by Fraud Intelligence Limited from time to time in accordance with clause 7.4).

7.4 Fraud Intelligence Limited may from time to time, on reasonable advance written notice to you, change: (i) the number of Tokens consumed to access a Data Record; and (ii) the number of Tokens earned when Submitting a Data Record.

7.5 Tokens are personal to you and your User Account, and cannot be transferred to any other user or User Account. You agree not to attempt to sell or otherwise transfer your Tokens.

7.6 If you are a Premium Subscriber, following payment of your invoice for the Subscription, there is no limit on how much Fraud Intelligence Data you may access, accessing Fraud Intelligence Data will not consume any Tokens associated with your User Account and you will not be required to have Tokens in your User Account to access the Fraud Intelligence Data.

## **8. FEES AND PAYMENT**

8.1 If you are a Premium Subscriber, Fees for your access to the Fraud Intelligence Data are payable to Fraud Intelligence Limited in advance, prior to access of your Subscription being granted. Fees are payable: (a) within 30 days of invoice by Fraud Intelligence Limited; or (b) prior to the expiry date of your then-current Subscription if you are renewing a Subscription. Your Subscription commences on the date that your payment and application has been processed by Fraud Intelligence Limited. You should allow up to 30 days for the processing of your application and payment prior to the commencement of your Subscription. No refunds or discounts are provided due to any delay in processing your application or payment.

8.2 Invoices will be generated following your successful registration and agreement to this Agreement, and then [monthly in advance of your Subscription renewing]. Invoices will be delivered by email to your billing contact provided in the registration process.

8.3 Payment of invoices must be made by bank/wire transfer in accordance with the invoice instructions. Please note that payment by bank transfer can take 5 to 10 working days for the money to reach Fraud Intelligence Limited. Your User Credentials for the Platform will not be provided until the invoice payment has been received to the Fraud Intelligence Limited account indicated on the invoice. You will be sent a notification email when the payment has been received.

8.4 Upon the expiration of the Subscription, your Subscription will automatically renew for successive one-month Subscriptions (each a "Renewal Subscription"), unless (i) you provide written notice of non-renewal at least 30 days prior to the end of the then-current Subscription; or (ii) your Subscription is otherwise terminated in accordance with this Agreement. Fraud Intelligence Limited will invoice you for the Renewal Subscription no later than 30 days prior to the expiry of the then-current Subscription.

8.5 In the event of late or non-payment of any invoice for a period of ten days or more following a late payment reminder, Fraud Intelligence Limited may suspend your Platform account and/or terminate this Agreement in its sole discretion.

8.6 The Fees do not include any Tax. To the extent that the Fees are subject to any Tax, the Fees may be increased by the amount of such Tax and Fraud Intelligence Limited reserves the right to recover such Tax from you at any time. If Tax is required to be paid on the Fees in your own country, then you will be liable for its payment, in addition to the amount of the Fees.

8.7 If you fail to pay the Fees by the due date for such payment, then, without limiting its other rights under this Agreement, Fraud Intelligence Limited may charge interest on the overdue amount at the rate of two percent above the Sterling Overnight Index Average (SONIA) in effect as of the due date of the relevant payment. You shall pay such interest together with the overdue amount.

8.8 Fraud Intelligence Limited may at any time set off any liability of yours to the Fraud Intelligence Limited against any other liability of yours to the Fraud Intelligence Limited or any of its Affiliates, whether or not either liability arises under this Agreement. If the relevant liabilities are expressed in different currencies, Fraud Intelligence Limited may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Fraud Intelligence Limited of its rights under this clause will not limit or affect any other rights or remedies available to Fraud Intelligence Limited under this Agreement or otherwise.

8.9 We may increase the Fees payable by Premium Subscribers for future Renewal Subscriptions by giving not less than 30 days written notice prior to the commencement of the Renewal Subscription to which they relate. If you do not agree to the increase in Fees, then you should give notice to prevent the renewal of the Subscription, under clause 8.4.

## **9. INTELLECTUAL PROPERTY**

9.1 You are granted a non-exclusive, non-transferable, non-sublicensable (except to Permitted Affiliates in accordance with clause 13), revocable, royalty-free licence to use, reproduce and modify on an internal basis, the Fraud Intelligence Data you receive via the Fraud Intelligence Service, solely for the Purpose. You will only use such information solely for the Purpose and consistent with the Policies.

9.2 You acknowledge that all rights, title and interest in the RAG Fraud Intelligence Service, Fraud Intelligence Data, the Platform, and the RAG Fraud Intelligence Service models, processes, methods, system, data, and all related materials, including all Intellectual Property Rights in any of the above, are retained solely by Fraud Intelligence Limited and its licensors. You are granted no licence or right, whether express or implied, to use any of the above except as expressly set out in this Agreement.

9.3 You grant to Fraud Intelligence Limited a non-exclusive, transferable, sublicensable, irrevocable, perpetual, worldwide and royalty-free licence to use Submissions and any other information and data submitted by you to the RAG Fraud Intelligence Service for the purposes of operating the RAG Fraud Intelligence Service and related efforts for the Purpose.

9.4 Except as set out in clause 11.5, nothing in this Agreement grants either party any right to use the other party's trade marks without that party's prior written consent. You shall not use the Fraud Intelligence Limited trade marks or other references to RAG Fraud Blockchain Consortium, Fraud Intelligence Limited or the RAG Fraud Intelligence Service without the Fraud Intelligence Limited's prior written consent, and in the case of the Fraud Intelligence Limited's trade marks, subject to a separate licence agreement with the Fraud Intelligence Limited. Without limiting the foregoing, you will not use any Fraud Intelligence Limited trade marks or trade names so resembling any trade mark or trade names of the Fraud Intelligence Limited in a manner likely to cause confusion or deception.



## **10. CONFIDENTIALITY**

10.1 Each party will maintain as confidential at all times, and will not at any time, directly or indirectly (i) disclose or permit to be disclosed to any person, or (ii) use for itself or to the detriment of the other party; any Confidential Information, except: (a) as required by law or regulation; (b) as expressly authorised in writing by the other party; or (c) to the extent reasonably required in relation to, or expressly permitted by, this Agreement.

10.2 For the purposes of this Agreement, "Confidential Information" means any information: (a) relating to the terms of this Agreement; (b) relating directly or indirectly to the research, development, business plans, marketing, operations, finances of either party; and/or (c) disclosed by either party to the other party on the express basis that such information is confidential, or which might reasonably be expected by either party to be confidential in nature. Fraud Intelligence Data received by you via the Fraud Intelligence Service is Confidential Information.

10.3 Information will not be deemed Confidential Information and neither party will have any obligation concerning the use or disclosure of any information which: (a) is or becomes publicly known through no fault of the receiving party; (b) is or becomes known to the receiving party from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; or (c) was independently developed by the receiving party without the benefit of the Confidential Information.

10.4 Nothing in this Agreement will prevent either party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental or regulatory requirement or any judicial agency pursuant to proceedings over which such agency has jurisdiction; provided however, that prior to any such disclosure, such party must (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the other party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the other party in defending against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure.

10.5 You acknowledge that your organisation name, country, contact information, business description, and related information will be incorporated in the Platform and/or associated materials for the purposes of Fraud Intelligence Limited operating the RAG Fraud Intelligence Service.

10.6 You acknowledge that your Submissions and Platform usage information may be provided by Fraud Intelligence Limited to law enforcement agencies where approved by Fraud Intelligence Limited. You agree to use reasonable efforts to provide law enforcement agencies with information as reasonably requested by any such agencies in relation to your Submissions and use of the Fraud Intelligence Data.

10.7 Except as expressly provided in this Agreement, neither party will make any press announcements or publicise this Agreement or its contents in any way without the prior written consent of the other party.

## **11. DATA PROTECTION**

11.1 The parties agree that Submissions and other Fraud Intelligence Data containing or relating to unique identifiers (such as IP addresses, telephone numbers/MSISDN) will be treated as Personal Data for the purposes of relevant Data Protection Laws.

11.2 For the purposes of applicable Data Protection Laws, each party: (a) is an independent Controller of Personal Data; (b) Processes the Personal Data solely for the Purpose and in furtherance of its legitimate interest in mitigating telecommunications fraud; (c) will individually determine the purposes and means of its processing of Personal Data, subject to the requirements set out in this Agreement; (d) will comply with the obligations under applicable Data Protection Laws regarding the processing of Personal Data, which includes taking appropriate security measures to ensure that Personal Data is protected against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage; (e) will promptly notify the other party in writing of any relevant data breach or if it determines that it can no longer comply with applicable Data Protection Laws or with this Agreement with respect to the Personal Data; and (f) will provide reasonable assistance as requested from time to time by the other party, and other Users of the Fraud Intelligence Data, by promptly responding to queries as required to assist them in meeting their obligations under any relevant Data Protection Laws including subject access requests or similar queries under applicable Data Protection Laws.

The Fraud Intelligence Limited contact for these requests is [fraudblockchain@riskandassurancegroup.org](mailto:fraudblockchain@riskandassurancegroup.org). Your organisational administrator will be the main point of contact.

11.3 You must inform relevant individuals and/or ensure that your fair processing notice covers the Purpose and the information sharing by you with RAG Fraud Blockchain Consortium and other Users as set out in this Agreement. You must have processes in place to remediate any issues resulting from your decisions in relation to Fraud Intelligence Data.

11.4 Either party may transfer Personal Data from inside the European Economic Area, United Kingdom, and Switzerland to outside those countries if it complies with the applicable provisions on the transfer of Personal Data to third countries in EU Data Protection Laws. The parties agree that the Standard Contractual Clauses will apply with regards to any transfer of Personal Data by the parties from (i) the European Economic Area, United Kingdom, or Switzerland; to (ii) any other jurisdiction. For the purposes of the Standard Contractual Clauses: (1) “data importer” means the party receiving the Personal Data (being Fraud Intelligence Limited in respect of your Submissions, and you in respect of other Fraud Intelligence Data you receive in relation to this Agreement); (2) “data exporter” means the party disclosing the Personal Data (being you in respect of your Submissions, and Fraud Intelligence Limited in respect of other Fraud Intelligence Data); (3) for Section II(h), the data importer selects option (iii); and (4) for Section VIII and Annex B, the details of the transfers shall be as specified in the remainder of this Agreement. To the extent of any conflict between the Standard Contractual Clauses and the remainder of this Agreement, the Standard Contractual Clauses will prevail.

11.5 Fraud Intelligence Limited will keep records of your Submissions and your Platform usage information for a maximum period of five (5) years, (the Retention Period) from the date of the relevant Submission or Platform activity, where upon it will be deleted.

## **12. YOUR OBLIGATIONS**

12.1 You will not represent yourself as an agent of the Fraud Intelligence Limited for any purpose, nor pledge the Fraud Intelligence Limited’s credit or give any condition or warranty or make any

representation on the Fraud Intelligence Limited's behalf or commit the Fraud Intelligence Limited to any contracts.

12.2 You will not without the Fraud Intelligence Limited's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features, performance, or capabilities of the RAG Fraud Intelligence Service, the Platform, the Fraud Intelligence Data or related services or otherwise incur any liability on behalf of the Fraud Intelligence Limited.

12.3 You will ensure that your employees, agents, and contractors, and any other person to whom You share Fraud Intelligence Data in accordance with the terms of this Agreement comply with the terms of this Agreement. You are responsible for the acts and omissions of each of these persons as if they were acts and omissions of yourself.

12.4 You will: (a) comply with the Policies and Fraud Intelligence Limited's reasonable directions in respect of the RAG Fraud Intelligence Service; (b) cooperate with Fraud Intelligence Limited, Users and other Contributors involved in the RAG Fraud Intelligence Service; RAG Fraud Intelligence Service Terms of Use 10 (c) promptly notify Fraud Intelligence Limited of any breach of your obligations under this Agreement or any other matter which may impact on your ability to perform those obligations; and (d) not act or omit to act in any way which would or which would reasonably be expected to be considered injurious or detrimental to, to damage or bring into disrepute, Fraud Intelligence Limited Group, its members or Affiliates, other Users or Contributors, or their brands or reputations.

### **13. PERMITTED AFFILIATES**

You may disclose to the Permitted Affiliates, and authorize the Permitted Affiliates to use the RAG Fraud Intelligence Services and Fraud Intelligence Data, provided that:

13.1 Permitted Affiliates must comply with the restrictions and obligations upon you under this Agreement. Acts and omissions of Permitted Affiliates are deemed to be acts and omissions by you.

13.2 This Agreement does not create a contractual relationship between the Fraud Intelligence Limited and any Permitted Affiliates. Permitted Affiliates shall have no right to enforce any term of, or any rights in relation to, this Agreement.

13.3 An entity may only take the benefit of the provisions of this clause 12 for such period as that entity is your Affiliate.

13.4 If you wish to permit further Affiliates to use the RAG Fraud Intelligence Services or Fraud Intelligence Data, you must obtain the prior written consent of the Fraud Intelligence Limited in the form of an amended Order Form. Additional fees may apply. For the avoidance of doubt only Permitted Affiliates named on Your Request to Join may use the RAG Fraud Intelligence Service.

13.5 You or your named Permitted Affiliates may apply to Fraud Intelligence Limited for login and API credentials for each Permitted Affiliate, in accordance with this Agreement.

### **13. COMPLIANCE WITH LAWS AND REGULATIONS**

13.1 The parties will comply at all times with all applicable laws, rules, regulations, bylaws and standards. Without limiting the foregoing: (a) the parties will comply with applicable trade sanctions under U.S., United Nations, and any other applicable law, and will not provide access to the Fraud

Intelligence Data or the RAG Fraud Intelligence Service (whether directly or indirectly) to any individual or organization subject to trade sanctions under U.S., United Nations, or any other applicable law; and (b) each of the parties will comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act, UK Bribery Act 2010 and will have and maintain in place throughout the Term its own policies and procedures to ensure compliance with such requirements, and will enforce them where appropriate.

13.2 A breach of this clause 13 will be deemed a material breach which is irredeemable for the purposes of clause 14.4.

## **14. TERM AND TERMINATION**

14.1 This Agreement shall be effective from the date that you indicate your acceptance to this Agreement, until terminated or lapsed in accordance with the terms set out in this Agreement ("Term").

14.2 You may terminate this Agreement at any time by 30 days' written notice to Fraud Intelligence Limited.

14.3 Fraud Intelligence Limited may terminate this Agreement at any time by 90 days' written notice to you.

14.4 Either party may terminate this Agreement with immediate effect by written notice to the other party if an RAG Fraud Intelligence Service Terms of Use 11 encumbrancer takes possession, or a receiver is appointed, of any of the other party's property or assets; or the other party becomes subject to an administration order or make any voluntary arrangement with its creditors; or the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting effectively agrees to be bound by or assume the other party's obligations under this Agreement); or if the other party ceases, or threatens to cease, to carry on business; or if the other party suffers any similar process under the law of the other party's domicile or place of jurisdiction.

14.5 Fraud Intelligence Limited may terminate this Agreement with immediate effect by written notice to you: (a) if you commit a material breach of your obligations under this Agreement which is incapable of remedy or which remains uncorrected for a period of seven days after receiving written notice from Fraud Intelligence Limited of the breach; or (b) in the event of any relevant legislative or regulatory change which in the opinion of Fraud Intelligence Limited, acting reasonably, requires this Agreement be terminated or suspended.

14.6 Fraud Intelligence Limited reserves the right at its sole discretion to deny access to the service or suspend access (offering a pro-rata refund) to the service to entities who, after reasonable investigation by Fraud Intelligence Limited, using evidence from a variety of sources including operators subject to fraud perpetrated by the entity, determines that the entity is using the service to support fraudulent activity. You accept that, in the event of any actual or reasonably suspected breach of this Agreement by you, including any misuse of the Platform or Fraud Intelligence Data, and without limiting the rights and remedies of Fraud Intelligence Limited under this Agreement or otherwise at law, Fraud Intelligence Limited may, at its sole discretion: (a) terminate or suspend this Agreement, and discontinue your access to the Platform without notice; and/or (b) communicate the actual or alleged breach or infringement to Users of the Platform, particularly Users of your

Submissions; or (c) withdraw or suspend all or some of your Submissions from the Platform; with no liability to Fraud Intelligence Limited.

14.7 Upon termination or expiry of this Agreement for any reason, no refunds, discount or credit will be offered in respect of the termination, expiry, or failure by you to renew your Subscription, except where: (a) Fraud Intelligence Limited terminates this Agreement for convenience pursuant to clause 14.3; or (b) you terminate this Agreement pursuant to clause 18, while you currently hold a Subscription, in which case Fraud Intelligence Limited will provide a pro rata refund for the remaining months prepaid in your Subscription.

14.8 Upon termination or expiry of this Agreement for any reason whatsoever: (a) your access to the Platform will be withdrawn; (b) Fraud Intelligence Limited will retain your Submissions for use within the RAG Fraud Intelligence Service for the remainder of the Retention Period; (c) your licence under clause 9.1 for any Fraud Intelligence Data that you received prior to the effective date of termination shall continue, subject to the requirements set out in this Agreement; (d) you may continue to modify your existing Submissions in accordance with clause 5.1, by contacting Fraud Intelligence Limited at [email address needed]; (e) termination will be without prejudice to either party's rights and remedies in respect of any breach of this Agreement by the other party, where the breach occurred before the termination of this Agreement; and (f) the provisions of clauses 3.2, 4.4, 5.3, 8.8, 9, 10, 1, 12, 15.7, 15.8, 16, 17, 18 and 19 of this Agreement, together with such other provisions reasonably required to give effect to those clauses or which by their nature are intended to survive termination, will remain in full force and effect following termination or expiry.

## **15. DISCLAIMERS AND BASIS OF SERVICE PROVISION**

Fraud Intelligence Limited and Users provide and use the RAG Fraud Intelligence Service and Fraud Intelligence Data in good faith for the benefit of the wider telecommunications industry.

Accordingly:

15.1 You accept that Fraud Intelligence Limited, by providing you with access to the Platform, is providing an exchange platform for information provided by numerous third-party data sources. Fraud Intelligence Limited does not perform any checks or vetting, and does not accept any responsibility for the accuracy or completeness of the Fraud Intelligence Data. You acknowledge and agree that Fraud Intelligence Limited Group and its contributors and licensors have no responsibility for the accuracy, currency or completeness of Fraud Intelligence Data obtained via the Platform or otherwise.

15.2 The Platform, Fraud Intelligence Data, and any other related information or services provided by (i) Fraud Intelligence Limited or any of its affiliates, and/or (ii) Contributors; are provided "as is" and without any warranty of any kind. Users access the Platform without warranty or representation of any kind and will not be liable for any failure or delay to implement Fraud Intelligence Data.

15.3 For the avoidance of doubt, Fraud Intelligence Limited and other members accept no responsibility for third party claims based on or in relation to their respective use of Fraud Intelligence Data or otherwise in relation to the Platform, including without limitation claims by device owners or subscribers in relation to network performance. you indemnify and hold harmless Fraud Intelligence Limited and other Users against all costs, losses and expenses arising from or in relation to any such third-party claims.

15.4 All warranties, whether express, implied, or statutory, including without limitation any implied or other warranties of merchantability, fitness for a particular purpose, quality, accuracy,

completeness, timing, or title are expressly disclaimed and excluded by Fraud Intelligence Limited, you, and other members.

## **16. LIABILITY**

16.1 Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes or limits any person's liability for: (i) any death or personal injury caused by its negligence; (ii) any fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded under applicable law.

16.2 Subject to clause 16.1, no person (whether you, Fraud Intelligence Limited, any other User, or otherwise) will be liable in relation to the Fraud Intelligence Service for any loss of profits, loss to reputation, loss of contracts, or any indirect, punitive, special or consequential loss or damage.

16.3 Subject to clause 16.1, each party's total aggregate liability to each other under or in relation to the RAG Fraud Intelligence Services will not exceed GBP £1,000 (one thousand British pounds).

16.4 Fraud Intelligence Limited operates the Platform and the RAG Fraud Intelligence Service for the benefit of the global mobile ecosystem, for the purposes of combatting telecommunications fraud and crime. you acknowledge that this clause 16 represents a reasonable allocation of risk and that, in the absence of these provisions, the terms of this Agreement would be substantially different.

16.5 This clause 16 shall not apply to limit fees payable pursuant to section 7 of the Agreement.

## **17. NOTICES**

17.1 All notices, requests, consents, claims, demands, waivers and other communications in relation to this Agreement must be in writing and addressed to the parties at the following addresses:

(a) If to Fraud Intelligence Limited: To the email address  
fraudblockchain@riskandassurancegroup.org.

(b) If to you: To the email address in your account details.

17.2 Any notice required to be given pursuant to this Agreement will be deemed to be properly given immediately upon delivery.

## **18. MODIFICATIONS AND PREVIOUS VERSIONS OF THIS AGREEMENT**

18.1 This Agreement supersedes any earlier agreements between Fraud Intelligence Limited and you regarding your use of the RAG Fraud Intelligence Service or submissions to Fraud Intelligence Limited of information falling within the categories set out in Schedule 1.

18.2 Fraud Intelligence Limited may amend this Agreement by not less than thirty (30) days' written notice. Your continued use of the RAG Fraud Intelligence Service and/or Platform following notice of the changes will be deemed to constitute acceptance of the amended terms and conditions. In the event that you do not wish to accept the amended Agreement, you may terminate this Agreement on written notice to Fraud Intelligence Limited not less than ten (10) days prior to the effective date of the relevant amendment, in which case you will receive a pro rata refund in accordance with clause 14.7.

## **19. GENERAL**

19.1 This Agreement is the complete, final and exclusive entire agreement between the parties relating to the subject matter and supersedes any and all prior agreements, representations, communications, undertakings, or discussions relating to the subject matter hereof.

19.2 If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.

19.3 You may not transfer or assign any of your liabilities or rights under this Agreement to any other person without the prior written consent of Fraud Intelligence Limited, such consent not to be unreasonably withheld. Fraud Intelligence Limited may at any time subcontract, transfer or assign any of its liabilities or rights under this Agreement to any other entity upon written notice to you.

19.4 No failure or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. The rights powers and remedies provided in this Agreement are cumulative and are in addition to any rights, powers or remedies provided by law.

19.5 No person shall be liable for any failure to perform or delay in performance of any of its obligations under or in relation to this Agreement caused by circumstances beyond the reasonable control of that person (which may include but not be limited to one or more of the following: governmental regulations; riot; civil unrest; military action; terrorism; earthquake; disease or epidemic; storm; flood; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority) (a "Force Majeure Event"). A party claiming to be affected by a Force Majeure Event will not be entitled to invoke the provisions of this clause to the extent that such party fails to take all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Force Majeure Event.

19.6 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for the other.

19.7 Except as expressly stated otherwise in this Agreement, each party shall bear full and sole responsibility for its own expenses, liabilities and costs of operation.

19.8 Subject to clause 19, this Agreement may not be varied, modified, altered, or amended except by agreement in writing by the parties' duly authorised representatives.

19.9 Save for the provisions of clause 15, which may be enforced by and between Users, no person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise to enforce any term of this Agreement.

19.10 This Agreement shall be construed and interpreted in accordance with the laws of England excluding its rules for choice of law and the parties hereby submit to the exclusive jurisdiction of the English Courts located in London.

19.11 This Agreement was written in English. To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

#### Schedule 1 – Fraud Intelligence Data

Fraud Intelligence data includes:

Fraud Type	Fraud Identifier	Fraud Origin	Fraud Destination	Includes Ranges
Wangiri Fraud	Originating telephone number	ISO Code – Originating Country	ISO Code – Destination Country	✓
IRSF	Destination telephone number			✓
IP Address Fraud	IP Address Used			✓
Device Fraud	Device Identifier (e.g. IMEI)			✓