

USER NOTICE - SAAS

1. Scope

- 1.1 This 'Voult User Notice SaaS' (this "Policy") is the User Notice and applies to all Customers and (in the case of the 'form of User Notice' set out in paragraph 4) their respective Authorised Users in connection with access to and use of certain 'Software as a Service' Services. This Policy is made in connection with the provision by Voult Ltd ("Voult") of access to and use of such Services to its applicable customers (in this Policy each a "Customer").
- 1.2 In this Policy the "Agreement" means, in respect of the Customer in question, the master services agreement known as 'Voult MSA SaaS 1 March 2025' entered into/ accepted by that Customer. The online version of the Agreement where accepted being found at https://voult.com/legal/.
- 1.3 This Policy is a Voult Policy and applies to, forms part of and is supplemental to the Agreement. The terms of the Agreement shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.4 For each Customer, this Policy together with the applicable Order Form, the Agreement, any applicable Solution Terms, the other Voult Policies and any other applicable document that forms part of and/or is supplemental to the Agreement from time to time, applies to the subject matter of that Order Form and that Customer's access to and use of the applicable Services.
- 1.5 Unless otherwise noted or where the context otherwise requires, all capitalised terms used herein shall have the meanings set forth in the Agreement and the definitions document known as 'Voult Definitions re MSA SaaS 1 March 2025' (https://voult.com/legal/).
- 1.6 Subject to **paragraph 4.2**, references in the Agreement to the "**User Notice**" shall be construed as meaning: (i) this Policy where the context requires; or (ii) the form of User Notice set out in **paragraph 4.3** where the context requires.

2. Last Updated

This Policy was last updated on 1 March 2025. For previous versions of this Policy see https://voult.com/legal/.

3. Changes to this Policy

- 3.1 For any person who is <u>not</u> a Customer at the time of such posting Voult shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at https://voult.com/legal/ and such updates will be effective upon such posting or, if later, the 'Last Updated' date specified in such updated version of this Policy.
- 3.2 For any person who is a Customer at the time such Update Notification is made Voult may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification in accordance with the Agreement. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the Agreement.
- 3.3 If Voult makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph 2** above in such updated version of this Policy.

4. <u>User Notice</u>

4.1 Pursuant to and in accordance with the Agreement, Customer understands and agrees that its Authorised Users are subject to, inter alia, the User Notice and that such User Notice is incorporated in and makes part of the Agreement. In this regard a Customer shall and is responsible for, disclosing to all of its prospective Authorised Users/ Authorised Users the User Notice. Voult may, from time to time, where possible, incorporate a feature (or like mechanism) (either: (i) in respect of those Services as a whole hosted by Voult on a particular Voult tenancy; or (ii) a Solution by Solution basis (as the case may be)) whereby an Authorised User is required to click to accept the User Notice at the outset of its Authorised User status/ applicable Authorised User status, in which case a Customer's obligations to so disclose will

be satisfied. Each Customer will be notified by Voult if and when such feature (or like mechanism) is operational.

- 4.2 In respect of a particular Solution, the applicable Solution Terms may require certain Authorised Users to be subject to, a special version of the User Notice in addition to or instead of the form of User Notice set out in **paragraph 4.3** (as the case may be). Any such special version of the Under Notice shall also deemed to be the 'User Notice' for the purposes of **paragraph 1.6** in respect of those Authorised Users to which is applies.
- 4.3 For the purposes of the Agreement and **paragraph 4.1**, the form of User Notice that needs to be disclosed to all of its prospective Authorised Users/ Authorised Users is that set out below and in italics:

'USER NOTICE

You are a prospective authorised user/ an authorised user for the person(s) (who is/ are customer(s) of Voult Ltd ("Voult") (each a "Voult Customer")) who propose(s) to give/ has given you such authorised user status ("you", "your"). Such authorised user status relates to your access to and use of the Services, any Solution and/ or any other Purchased Item (all of which are hosted by Voult for Voult Customer(s) via one or more of its tenancy(ies) (on the Platform) (as the case may be)) (each as defined below).

Each Voult Customer has contracted with Voult for access to and use of certain services from Voult (the "Services"). Each such contract being a "Voult Agreement".

For a Voult Customer, the Services include access to and use of one or more 'Software as a Service' based Solution(s) (being software application(s) for use on the Platform) (each a "Solution") and any other Purchased Items(s), in each case ordered by that Voult Customer – all of which are hosted by Voult on one or more of its tenancy(ies) (on the Platform) (as the case may be). Such hosting by Voult enables that Voult Customer and its Authorised Users to access and use such Services in accordance with and subject to the terms of the Voult Agreement relating to that Voult Customer.

"Purchased Items" are the subject matter of an order form with a Voult Customer and could include: access to and use of a Solution(s), access to any premium features/ functionality of or in connection with a Solution(s), access to any premium subscriptions in connection with a Solution(s).

The "Platform" is the cloud-native 'Platform as a Service' used by Voult for this purpose.

In respect of some Solution(s) a Voult Customer will need certain third party entity(ies) to be its Authorised Users having a specific role or function in connection with such Solution(s)(each such entity being a "Relevant Entity").

By accessing or using the Services, any Solution and/ or any other Purchased Item, you acknowledge and agree to be bound by (in addition to any other similar/ applicable Voult policies that relate to such access to and use of and which form part of the applicable Voult Agreement(s)) Voult's Privacy Policy ('Voult - Privacy Policy'. https://voult.com/legal/) and Voult's Acceptable Use Policy ('Voult - Acceptable use Policy - SaaS', https://voult.com/legal/) (in each case as the same may be amended by Voult from time to time). You are responsible for (and must have sufficient authority to take) all actions that are performed on or through your account (making you an authorised user of the Voult Customer(s) for the applicable Services), including any procurement or use of third party products or services (and associated disclosure of data) in connection with the applicable Services. Other than in respect of the exceptions below, if you have been added or invited to access or use of the applicable Services, the applicable Voult Customer(s) (in each case acting by its 'Customer Account Manager') (and not you) controls your access to and use of the applicable Services, including but not limited to adding or removing your access/ user account, enabling or disabling third-party integrations, and managing permissions. The exceptions are: (i) If you are the 'Customer Account Manager' for a Voult Customer then Voult will set up your authorised user account, but the applicable Voult Customer is then responsible for maintaining it. (ii) If you are the Entity Account Manager' for a Relevant Entity then Voult will set up your authorised user account, but the applicable Voult Customer(s) is/are then responsible for maintaining it (such responsibility can and will be carried out involving such Relevant Entity). (iii) If you are person that a Relevant Entity wants to have authorised user status then the Relevant Entity acting by its 'Entity Account Manager' will set up your authorised user account but the applicable Voult Customer(s) is/ are then responsible for maintaining it (such responsibility can and will be carried out involving such Relevant Entity). (iv) In any event, as Voult is hosting the applicable Services via its tenancy(ies) (on the Platform), Voult has overall control of all authorised user accounts which can be exercised in accordance with the applicable Voult Agreement(s) if and when necessary or required. Any content that you submit or upload in respect of the Services may be retained, accessed, used, modified, shared, or removed by or on behalf of the applicable Voult Customer(s), any applicable Relevant Entity on behalf of the applicable Voult Customer(s)) and/or Voult in accordance with the applicable Voult Agreement(s). You acknowledge that your user account can become managed by the entity that owns or controls the email address domain with which your account was created or registered.'

5. Failure to comply with/ breach of this Policy by the Customer

Without limiting anything else herein or in the Agreement, if Customer fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/breach will be considered to be a material breach

by the Customer of the Agreement, and for which Voult shall be entitled to, without limitation, exercise all available rights and remedies under the Agreement.

[End of Policy]