

Terms of Use

Last updated: 17/09/2025

1. Introduction

- 1.1. These Terms are a legal agreement between you and, where relevant, the organisation for whom you are acting (together **You and Your**), and Riverlane Ltd (**We, Us or Our**) by which You are being granted the right to access and use:
- i) the part of the Deltakit Platform for which registration is needed (the **Platform**) and any API Token(s) that are provided to You through the Platform;
 - ii) the Deltakit SDK functionality that is unlocked through these API Token(s) and any other services that may be provided by Us from time to time through the Platform (the **Services**);
 - iii) the output You generate from Your use of the Services (the **Results**); and,
 - iv) any information, data, documents, media, software or other assets that may be provided to You from time to time through the Platform or in connection with the Services (but excluding the content on the part of the publicly assessable part of the Platform) (the **Riverlane Assets**).
- 1.2. We may vary these Terms, the Services and Riverlane Assets offered, and the purposes for which they may be used at our sole discretion. A copy of the current Terms can be accessed via the Platform.

2. Relationship of these Terms to other agreements with Us

- 2.1. In the event We have entered into a written contract with for the provision of the Services to You on a commercial paid for basis, the terms of that contract will apply. Where We have entered into written joint collaboration agreement with You which requires You to use the Services these Terms will apply to Your access and use of the Platform, Services and Riverlane Assets unless the collaboration agreement expressly says otherwise.

3. Licence to use the Platform, Services and Riverlane Assets

- 3.1. In consideration of You complying with these Terms, We grant you access to the Platform, Services and Riverlane Assets and a limited, non-exclusive, non-transferable, revocable licence, for the duration of these Terms only, and without the right to sublicense to:
- (a) use the Services for Your own purposes save for the purposes that are not permitted as set out in clause 4.2; and,
 - (b) use the Riverlane Assets for the purpose of using the Services, only.
- 3.2. The rights and licences granted under these Terms are subject to You complying with these Terms and any fair use limitations we may impose from time to time. You must not use the Platform, Services or the Riverlane Assets for any purpose other than those permitted.
- 3.3. The Platform, Services and the Riverlane Assets may include or depend on open source or other third-party software or materials, or use the services of third party suppliers. You must comply with any separate terms and policies of these third parties that we notify you about.
- 3.4. You agree that all rights (including intellectual property rights) in the Platform, Services and the Riverlane Assets belong to and remain with Us (or Our licensors). You agree that You

have no rights in, or to, the Platform Services or the Riverlane Assets other than the right to use them in accordance with these Terms as expressly set out in these Terms.

4. Your responsibilities

4.1. You must:

- (a) use the Platform, Services and the Riverlane Assets only in accordance with these Terms and any fair use limitations we may impose from time to time;
- (b) only access the Services using the API Token(s) provided to You, and not provide Your API Token(s) to any third party;
- (c) provide Us with all necessary co-operation in relation to these Terms; including any information which We may require to provide the Services to You;
- (d) comply with all applicable laws and regulations with respect to Your activities under these Terms, and obtain and maintain all necessary licences, consents, and permissions necessary for Us to provide the Services and Riverlane Assets to You.

4.2. Except as expressly set out in these Terms or as permitted by any local law which is incapable of exclusion by agreement between You and Us, You shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, Services and/or the Riverlane Assets in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform, Services or the Riverlane Assets;
- (c) attempt to circumvent any restrictions or protective measures We may have imposed to ensure use of the Platform, Services and Riverlane Assets is in accordance with these Terms;
- (d) access or use all or any part of the Platform, Services or the Riverlane Assets to build a product or service which competes with Deltakit or the Services or assist a third party in doing so;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, Services or the Riverlane Assets available to any third party or use the Platform, Services or the Riverlane Assets to provide services to third parties; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Platform, Services or the Riverlane Assets, other than as provided under these Terms.

4.3. You must not:

- (a) distribute or transmit to Us any viruses or vulnerability and shall implement procedures in line with good industry practice to prevent such distribution or transmission; or,
- (b) use the Services or Riverlane Assets in any way which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; facilitates any illegal activity or is otherwise illegal or causes damage or injury to any person or property; for military or similar purposes, to defeat encryption; or where laws or regulations may require cybersecurity measures beyond those used by the Services; or

- (c) do anything which may damage Our reputation or brand or the reputation or brands of Deltakit through Your use of the Platform, Services or Riverlane Assets.

5. Availability of the Services and Support

- 5.1. We will try to give advance notice of any planned downtime (via the Platform, Our Website or by email) to the extent reasonably practicable. However, being a free service provided over the internet, We do not give any assurances that the Services will be uninterrupted or the Services, Platform or Riverlane Assets available for use at any particular time.
- 5.2. The Services are not available in, and You must access or use the Services from within any, of the following countries, being: Afghanistan, Belarus, Myanmar (Burma), Central African Republic, People's Republic of China (including Hong Kong), Democratic Republic of the Congo, Cuba, Ethiopia, Iran, Iraq, North Korea, Lebanon, Libya, Mali, Nicaragua, Russia, Somalia, South Sudan, Sudan and Darfur, Syria, the Crimea, Donetsk, and Luhansk regions of Ukraine, Venezuela, Western Balkans, Yemen.
- 5.3. We may choose to provide You with support in using the Services. Being a free service, the level of support provided and timescales in which we provide it are at Our discretion. If You require support, please contact Us via <https://deltakit.riverlane.com/contact>.

6. Use of the Results

- 6.1. You may use the Results You generate for any purpose. Where You publish Your Results, or a press release, presentation, or other material that is connected to Your use of the Services or Riverlane Assets, We ask that You give appropriate acknowledgement of Your use of the Services and Riverlane Assets in a manner consistent with normal conventions in the relevant area.
- 6.2. You are responsible for maintaining a copy of Your Results where you wish to retain them. We do not keep a copy of Your Results and We have no liability to You for any loss or damage to the Results.

7. Your Data and personal data

- 7.1. Your data remains Your data. You shall retain all intellectual property rights in any information, data and materials that You own before You access, or which You create outside Your use of, the Services and Riverlane Assets (**Your Data**). You licence Us to use Your Data for the purpose of providing the Services to You. You are responsible for maintaining a copy of Your Data. We do not keep any copies of Your Data.
- 7.2. Our Services are not designed for the processing of personal or other regulated data such as health or financial data. You will not submit any such data to be processed as part of the Services and must maintain all necessary licences, consents, and permissions necessary for You to provide Your data to Us.

8. Confidentiality

- 8.1. This clause is supplemental to, and does not vary any pre-existing non-disclosure agreement or terms there may be between You and Us.
- 8.2. We and You shall hold any confidential information provided to the other in confidence and not make it available to any third party or use it for any purpose other than as required or permitted under these Terms. We and You shall take all reasonable steps to prevent disclosure or use of the other's confidential information in breach of these Terms.
- 8.3. The obligations of confidence this clause shall not apply, or shall cease to apply, to any information that: (a) is or becomes publicly known other than through any act or omission of

the recipient; (b) was in the recipient's lawful possession before the disclosure; (c) is lawfully disclosed to the recipient by a third party without any restriction on disclosure; or (d) is independently developed by the recipient.

- 8.4. We may disclose Your confidential information: (i) to third parties under terms of the confidence to the extent needed to provide the Services to You; (ii) to the extent it is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

9. Feedback

- 9.1. Where You provide Us with any feedback, ideas, or suggestions (**Feedback**) relating to the Platform, Services, or Riverlane Assets. You agree We and anyone we permit may use and publish the Feedback for any purpose without any obligation or restriction of any kind. For example, for improving the Platform, Services, Riverlane Assets or other products and services We offer or (de-identified) in any promotional materials.
- 9.2. We want to improve and extend the Services and Riverlane Assets We are delivering to You. In the course of performing the Services We may analyse and collect information and data about Your use and operation of the Services. You agree We may use this information and data to improve the Platform, Services, Riverlane Assets or other products and services We offer.

10. No Warranty or Liability

- 10.1. You accept that the Services and the Riverlane Assets are provided to You on an "as is" and "as available" basis. We give no warranties as to the Platform, Services and Riverlane Assets' availability, use, performance, compatibility, freedom from error, fitness for purpose or any individual requirements You may have, non-infringement or otherwise. All warranties, representations, conditions and all other terms of any kind whatsoever that might be implied or incorporated in these Terms by statute or common law or otherwise are, to the fullest extent permitted by applicable law, excluded from these Terms.
- 10.2. You acknowledge that the Results will be dependent on Your Data and use of the Services. You have sole responsibility for the legality, reliability, integrity, accuracy and quality of any Results You generate and all conclusions drawn from such Results. We do not warrant that Results will error free or fit for Your purposes and We shall have no liability or responsibility to You related to Your use or reliance on the Results.

11. Limitation of Liability

- 11.1. We shall not in any circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms or the provision of Services to You for: (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; (d) wasted expenditure; (e) loss or corruption of data or information; (f) loss of business opportunity, goodwill or reputation whether any of the foregoing losses set out are direct or indirect; or any special, indirect or consequential loss, damage, charges or expenses. Our maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £50.
- 11.2. Nothing in these Terms shall limit or exclude Our liability for death or personal injury resulting from Our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by applicable law.

12. Suspension and Changes to the Services

- 12.1. Being a free service, We may suspend Your access to the Platform, Services and Riverlane Assets at any time for any reason.
- 12.2. While We will try to give You advance notice of any planned changes to the Services, We may withdraw or change the Services We supply to You at any time without notice to You.

13. Termination of these Terms and Survival of Obligations

- 13.1. Either We or You may terminate these Terms at any time for any reason with immediate effect by providing written notice to the other. You may also terminate these Terms by deleting Your account as set out in the Platform.
- 13.2. On termination of these Terms, all licences and rights granted to You under these Terms shall cease and You must immediately cease all use of the Platform, Services and Riverlane Assets, and delete all Our Confidential Information, including any that is stored in electronic form ("delete" means ensuring the Confidential Information cannot be used or accessed in the ordinary course). At Our request, You will confirm to Us in writing that You have done so.
- 13.3. Any provision that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms (including clauses 6, 8, 9, 10, 11, 13, 18) shall remain in full force and effect.

14. Communications between Us

- 14.1. If You wish to contact Us in connection with these Terms, or if any provision of these Terms requires You to give Us notice in writing, You can send this to Us by email or by pre-paid post to the details set out below. We will confirm receipt of this by contacting You in writing, normally by email.

Email: legalteam@riverlane.com

Address: FAO General Counsel,, Riverlane Ltd, 1st Floor St Andrews House, 59 St Andrews Street, Cambridge, CB2 3BZ.

- 14.2. If We have to contact You or provide notice in writing, We may do so by posting a notice on Our Website or the Platform or by email to the most recent email address You have provided to Us. Any notice we provide to You will be deemed to have been received and be effective 24 hours after it is first posted or 24 hours after an email is sent as applicable, whether or not You have received it. Therefore please remember to keep your email address up to date.

15. How We may use Your personal information

- 15.1. In order to provide Our Services to You and exercise Our rights and obligations under these Terms We collect certain personal data about You in the registration process, in the course of providing the Services to You and when communicating with You in connection with the Services and these Terms. Under data protection legislation, We are required to provide You with certain information about who We are, and how We process Your personal data and for what purposes, Your rights in relation to this personal data and how to exercise them. This information is provided in <https://www.riverlane.com/privacy-policy> along with details of how to contact if You have any questions about this.

16. Changes to these Terms

- 16.1. We may change these Terms at any time by posting a notice on our Platform or Our Website or by sending an email to You. The changes will become effective on the date specified in the notice or immediately on posting if no date is specified. Your continued use of the Platform, Services and Riverlane Assets following deemed receipt under clause 14.2 shall

constitute Your acceptance to the new Terms. If You do not wish to accept the new Terms, You must immediately stop using and accessing the Services and the Riverlane Assets.

17. International Trade Compliance

- 17.1. You represent and warrant that You are not designated on a sanctioned parties list administered by the United Kingdom, European Union, or United States (**Sanctioned Party**), owned or controlled by a Sanctioned Party, or acting on behalf of a Sanctioned Party.
- 17.2. In connection with any other activities undertaken pursuant to these Terms, You will comply with all applicable international trade laws and regulations, including those export control, trade and economic sanctions administered by the United Kingdom, the European Union, and the United States (collectively, **Trade Laws**). You agree that You will not export, directly or knowingly indirectly, any software, information, data or other technology acquired from Us under these Terms in breach of any applicable Trade Laws and if requested by Us, to provide Us with any reasonable assistance to enable Us to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with the Trade Laws.

18. Other Important Terms

- 18.1. You agree that We can use Your name, logo and trademarks in the context of You being a user of Deltakit on Our Websites and in other promotional materials.
- 18.2. We may transfer Our rights and obligations under these Terms to another organisation. If We do so, this will not affect Your rights under these Terms. You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.
- 18.3. These Terms constitute the entire agreement between Us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between Us, whether written or oral, relating to its subject matter. You acknowledge that in entering into these Terms You do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 18.4. No variation to these Terms shall be effective unless put it in writing and signed by a senior representative of Our company.
- 18.5. These Terms are not intended to give any rights to third parties to enforce any term of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.6. A failure or partial failure by Us to enforce, or delay in enforcing, any provision of these Terms against You does not mean We are waiving our rights to enforce that provision, nor limit our right to enforce the provision in future. If We do waive a default by You, We will only do so in writing signed by a senior representative of Our company.
- 18.7. Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining conditions will be unaffected and remain in full force and effect.
- 18.8. Nothing in these Terms shall prevent or restrict Us from working with any other person, including any individual or organisation.
- 18.9. In interpreting these Terms any words following the terms 'including', 'include', 'in particular', 'for example', 'such as' or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

18.10. These Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We and You both irrevocably agree to the exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, You agree that We may, at Our sole option, refer a dispute for final resolution to arbitration rather than litigation. In this event the arbitration shall be administered by London Court of International Arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators will be one, the seat of arbitration will be London and the language of the arbitral proceedings will be English. The governing law of this arbitration agreement will be English law.