



# Platform Terms & Conditions

## Master Terms and Conditions for the Trendi Platform Ecosystem

Trust is built on transparency.

<b>Document</b>	Trendi Global Platform Terms & Conditions
<b>Version</b>	01Jun26_V7.0
<b>Effective date</b>	01 June 2026
<b>Publication location</b>	Trust, Privacy & Governance
<b>Applies to</b>	All authorised users and ecosystem participants of the Trendi Platform, including Clients, Partners, employees, applicants, candidates, scholars, learners, bursary applicants, developers, marketplace participants and other workflow participants.

# Document navigator

This structure keeps one master set of Terms while making the relevant provisions easier for each user type to find in the portal.

Part	Focus
Part A	Ecosystem foundation, acceptance, roles, incorporated documents and definitions.
Part B	General access, licence, acceptable use and workflow participation.
Part C	Role-specific provisions for Clients, Applicants, Candidates, Scholars, Bursary Applicants, Employees, Partners, Developers and Marketplace Participants.
Part D	Data, privacy, security, confidentiality, AI, intellectual property and analytics.
Part E	Commercial terms, payment, financeability, receivables and platform operations.
Part F	Compliance, branding, suspension, step-in, termination and platform governance.
Part G	Version control, notices, governing law, contracting entity, general provisions and survival.

## PART A - ECOSYSTEM FOUNDATION

Applies to every User, Client, Partner, employee, applicant, scholar, bursary applicant, developer, marketplace participant, funder-facing participant and other ecosystem participant.

### 1. Purpose, structure and design principle

1.1 These Terms govern access to and use of the Trendi Global platform ecosystem, including all portals, websites, applications, software, APIs, workflows, digital workers, AI services, reporting tools, dashboards, integrations, developer environments, marketplace functionality, support services, operational services, data services and related services made available by or through Trendi.

1.2 These Terms are deliberately structured as the master legal foundation for the Trendi ecosystem. The intention is that these Terms contain the principal legal, operational, data protection, intellectual property, confidentiality, security, payment, financeability, non-circumvention, AI, developer, marketplace, brand and ecosystem protections, so that commercial schedules, partner-client service orders, deal schedules and registrations can remain short and practical.

1.3 Unless a separate written agreement expressly states otherwise, every User, Client, Client Administrator, Business Partner, Partner Client, Accredited Developer, employee user, Marketplace Participant, applicant, candidate, scholar, learner, bursary applicant, parent or guardian where applicable, supplier, funder-facing participant and other ecosystem participant is bound by these Terms when accessing or using the Platform or participating in the Trendi ecosystem.

1.4 These Terms apply whether access occurs through a portal, mobile interface, API, integration, marketplace listing, developer environment, client workspace, business partner workspace, employee workspace, applicant workflow, candidate workflow, scholar or learner workflow, bursary workflow, career guidance workflow, support channel, implementation project, finance process, billing record or any other Trendi-controlled or Trendi-enabled workflow.

1.5 Trendi may use short Commercial Documents, Partner Schedules, Deal Protection Schedules, Development Item Registrations, debtor acknowledgements, funder acknowledgements and other registration records to capture the specific details of a transaction. Unless expressly varied in writing by Trendi, those short documents are governed by and incorporate these Terms.

1.6 The Trendi ecosystem is designed to support the Trendi 0.05 platform and products, new business development, approved brand and marketing activity, partner-led delivery, client workspaces, applicant journeys, scholar and bursary journeys, developer participation and scalable collaboration between Trendi, Business Partners, Clients, Users and Applicants.

1.7 These Terms are intended to support a single, scalable legal framework across multiple user types and Workflows. Role-specific sections explain how the Terms apply in particular contexts, but do not limit the general protections, rights, obligations and remedies that apply across the ecosystem.

1.8 Commercial, payment, financeability, suspension, receivables, data protection, confidentiality, intellectual property, platform governance, AI, security, non-circumvention, limitation of liability and enforcement protections are deliberately drafted broadly and apply to all relevant parties, transactions, users, Workflows and payment participants unless a Commercial Document expressly states otherwise.

### 2. Parties, acceptance, authority and binding effect

#### 2.1 Trendi Global and the contracting entity

For ease of reading, these Terms refer to the platform ecosystem as "Trendi", "Trendi Global", "we", "us" or "our". The legal contracting and enforcement entity for these Terms is identified in Section 36, unless a Commercial Document expressly identifies another authorised Trendi entity for a specific transaction.

References to Trendi include the contracting entity, the Trendi Global Operations Centre, authorised Trendi affiliates, licensors, platform owners, successors, assigns, cessionaries, funders, security holders, service providers and other Trendi Parties to the extent required for service delivery, platform protection, intellectual property protection, operational enforcement, payment administration, receivables management or authorised financing arrangements.

## 2.2 Acceptance by use, login, registration and electronic action

A person accepts these Terms by registering for an account, clicking an “accept”, “agree” or similar button or checkbox, signing or electronically approving a Commercial Document that incorporates these Terms, logging into the Platform, using the Platform, accessing a workspace, using an API, using a developer environment, submitting data, participating in a marketplace workflow, accepting an invitation, receiving services, paying an invoice, or continuing to use the Platform after these Terms are made available.

Electronic acceptance, continued use, portal login, click acceptance, data-message acceptance and acceptance through an authorised workflow are intended to be legally binding to the maximum extent permitted by applicable law.

Trendi may record and rely on acceptance logs, including user name, email address, organisation, role, IP address, device information, date and time of acceptance, version number, workspace, account, invitation, schedule reference and other relevant evidence of acceptance.

## 2.3 Authority to bind an organisation

If a User accesses the Platform on behalf of a company, client, partner, developer, employer, agency, supplier, funder, debtor or other organisation, that User represents and warrants that the User has authority to bind that organisation to these Terms and to any applicable Commercial Document.

Where a User accesses the Platform through a company email domain, company workspace, client account, partner account, administrator invitation, employee account, official role, authorised implementation team, partner onboarding workflow or similar mechanism, Trendi may treat the User as acting on behalf of that organisation unless Trendi has received written notice to the contrary before reliance is placed on that access or acceptance.

These Terms are binding on both the individual User and, where applicable, the company or organisation the User represents. The individual remains personally responsible for the User’s own conduct, misuse, confidentiality breach, credential misuse, unlawful processing, infringement or breach of these Terms.

## 2.4 No unauthorised commitment by Trendi personnel

No employee, contractor, developer, support agent, business partner or ecosystem participant may vary these Terms, waive Trendi rights, approve commercial exceptions, bind Trendi to exclusivity, waive receivables or payment rights, compromise financeability protections or transfer intellectual property unless the person has express written authority from Trendi.

# 3. Platform ecosystem, user types and workflow-specific application

3.1 The Trendi Platform is a multi-tenant technology ecosystem designed to support a range of workforce, talent, recruitment, assessment, interview, verification, onboarding, learning, career guidance, bursary, employee engagement, performance, succession, workforce planning, marketplace, developer, finance, reporting, automation, AI and related business processes.

3.2 The Platform may be used by different categories of Users and ecosystem participants, including but not limited to Trendi personnel, Clients, Client Users, Client Administrators, Partners, Partner Clients, Candidates, Applicants, Scholars, Learners, Bursary Applicants, Parents or Guardians where applicable, Assessors, Interviewers, Contractors, Accredited Developers, Marketplace Participants, Payment and Finance Participants and other authorised Users.

3.3 The functionality, Workflows, permissions, data processing activities, payment obligations, user experiences and responsibilities available to a User may vary depending on the applicable service, Workflow, Client organisation, sponsor, role, permissions, subscription, profile type, territory, product tier and functionality being utilised.

3.4 By accessing or using the Platform, each User acknowledges and agrees that different Platform activities may involve different forms of information collection, processing, evaluation, communication, reporting, workflow automation, integrations, AI-enabled support, human review and related services as described in these Terms, the Privacy Policy, applicable notices and any relevant Commercial Document.

3.5 A User may fall into one or more ecosystem roles at the same time or at different times. For example, an individual may be an Applicant User, Candidate User, Scholar User, Bursary Applicant, Individual Client or Employee User depending on the Workflow being used. Trendi may determine the applicable role based on account setup, workspace, invitation, access rights, Commercial Document, role allocation, usage pattern, partner status, development accreditation, payment status or operational context.

Role	Description
<b>Applicant User</b>	An individual who applies for a role, programme, opportunity, assessment, verification, onboarding, learning pathway, employment-related process or other talent-related workflow through the Platform.
<b>Client User</b>	A person authorised by a Client or Partner Client to use the Platform.
<b>Client Administrator</b>	A Client User with administrator, management, configuration, reporting, billing, user management or workspace governance rights.
<b>Partner Client or End Client</b>	A client that receives access to the Platform or Trendi-enabled services through a Business Partner or other ecosystem participant.
<b>Business Partner</b>	A referral partner, service partner, platform partner, implementation partner, regional partner, independent platform partner, strategic partner, delivery partner, operations partner or other Trendi-approved ecosystem partner.
<b>Accredited Developer</b>	A developer, development company, technical contributor or integration partner approved by Trendi to access development environments, APIs, extension workflows, deployment pipelines or marketplace processes.
<b>Marketplace Participant</b>	A User, Partner, Developer or Client that lists, buys, licenses, installs, supports, distributes or commercialises an extension, module, workflow, digital worker, integration, report or other marketplace item.
<b>Employee User</b>	An employee, consultant, contractor or internal user of Trendi or of a Client, Partner or Developer who accesses the Platform for employment, operational, support, implementation, product, finance, governance or administrative purposes.
<b>Payment and Finance Participant</b>	A bank, funder, cessionary, assignee, security holder, collection agent, payment processor, debtor, auditor or other participant involved in payments, receivables, confirmations, cessions, assignments, security or authorised financing arrangements relating to Trendi or the ecosystem.
<b>Candidate User</b>	An Applicant User or other individual who participates in recruitment, assessment, interview, screening, verification, onboarding, matching, talent pool, career guidance, profile-building or related workflows through the Platform.
<b>Scholar or Learner User</b>	A scholar, learner, student, young person, graduate or education-programme participant who uses the Platform for career guidance, learning, assessment, mentoring, bursary applications, talent development or related workflows.
<b>Child or Minor User</b>	A User who is below the age at which the User may independently consent, contract or participate in the relevant workflow under applicable law. Such use may require consent, assistance or authorisation from a Competent Person.
<b>Bursary Applicant</b>	A User who applies for, is considered for, receives guidance on, is assessed for, or participates in a bursary, sponsorship, funding, scholarship, internship, graduate, learnership or similar opportunity through the Platform.
<b>Individual Client or Paid Individual User</b>	An individual User who buys, subscribes to, pays for, sponsors, upgrades or receives a paid profile, premium feature, verification, assessment, career guidance, learning, matching or other paid Platform Service. This role allows future paid applicant or job seeker offerings to be governed by the same master Terms.
<b>Parent, Guardian or Competent Person</b>	A parent, legal guardian, caregiver or other authorised representative who provides consent, receives notices, manages access or exercises rights on behalf of a Child or Minor User where required or appropriate.
<b>Education, Sponsor or Funding Organisation</b>	A school, university, training provider, bursary sponsor, funder, employer, foundation, non-profit organisation, programme owner, public body or similar organisation involved in education, career guidance, bursary or talent development workflows.

3.6 Role-specific provisions are intended to clarify additional responsibilities or protections for particular contexts. They do not remove any general obligations or protections that apply to Users, Clients, Partners, Developers, Marketplace Participants, Payment and Finance Participants or other ecosystem participants under the rest of these Terms.

## 4. Incorporated documents and order of precedence

### 4.1 Documents incorporated by reference

The following documents are incorporated into these Terms by reference to the extent applicable to the relevant User, entity, territory, service, transaction, workspace, development item, marketplace item, finance arrangement or role:

- Trendi Privacy Policy, as updated from time to time and published on the Trendi website or Platform;
- Consent to Process Personal Information or privacy consent wording presented through the Platform, application, onboarding, registration, assessment, schedule or other workflow;
- Any access-to-information manuals, policies or procedures published by Trendi or required by applicable law;
- Any Commercial Document, including any quote, proposal, order form, service order, invoice, statement of work, Trendi Client Platform Subscription Agreement, partner schedule, client schedule, developer schedule, marketplace listing, development item registration, deal protection schedule, debtor acknowledgement, funder acknowledgement or other commercial record accepted by Trendi;
- Any applicable product documentation, support policy, security policy, acceptable use policy, developer policy, API documentation, marketplace policy, AI policy, service level policy, data processing terms, product-specific terms or regional terms made available by Trendi; and
- Any policies, notices, forms, schedules or registration workflows required by law, platform governance, data protection, banking, funder or security requirements.

### 4.2 Pricing references

No general pricing framework, including the Latest Available Trendi Global Pricelist, is incorporated into these Terms unless expressly referenced in a Commercial Document, platform billing record or other written or electronic commercial record accepted by Trendi. Fees, charges, commissions, revenue shares, development fees, support fees, usage fees, implementation fees and other commercial amounts apply only as set out in the applicable Commercial Document, platform billing record, invoice or other accepted commercial record.

### 4.3 Order of precedence

If documents conflict, the following order applies unless Trendi expressly states otherwise in writing:

- a signed or electronically accepted Commercial Document for the specific transaction;
- a Deal Protection Schedule, Development Item Registration or debtor/funder acknowledgement for the specific item or opportunity;
- these Terms;
- the Privacy Policy, data processing terms and applicable privacy notices for privacy-specific matters;
- product-specific policies, developer policies, marketplace rules and support documentation; and
- general website notices or other informational material.

A Commercial Document may vary commercial details such as fees, territory, scope, support level, term, payment flow, revenue share, deal protection or development item details, but it does not waive Trendi intellectual property, data protection, security, receivables, payment-flow, confidentiality, non-circumvention, platform governance, step-in or limitation of liability protections unless the waiver is express and signed by an authorised Trendi representative.

## 5. Definitions and interpretation

In these Terms, unless the context clearly requires otherwise:

Term	Meaning
<b>Accredited Developer</b>	a developer or technical contributor approved by Trendi to participate in development, extension, API, integration, deployment or marketplace activities.
<b>AI Services</b>	artificial intelligence, machine learning, generative AI, automation, scoring, recommendation, summarisation, classification, matching, decision-support, prompt, model, agentic or digital worker functionality provided by or through Trendi.
<b>Business Partner</b>	a Trendi-approved referral, service, platform, implementation, regional, strategic, independent platform, marketplace or ecosystem partner.
<b>Client</b>	an organisation or individual that buys, subscribes to, sponsors, configures, receives, uses, pays for or administers Trendi services directly or through a Business Partner, including an Individual Client or paid profile user where applicable.

Term	Meaning
<b>Client Data</b>	data, content, records, documents, candidate information, applicant information, scholar or learner information, bursary information, employee information, workflow information, business information, configuration information, social profile information or other data submitted to the Platform by or on behalf of a Client, Partner Client, Business Partner, User, sponsor or authorised workflow participant.
<b>Commercial Document</b>	any quote, proposal, order form, service order, invoice, billing record, schedule, statement of work, Trendi Client Platform Subscription Agreement, partner schedule, client schedule, marketplace listing, development item registration, deal protection schedule, debtor acknowledgement, funder acknowledgement or other written or electronic commercial record accepted by Trendi.
<b>Confidential Information</b>	all non-public information relating to Trendi, the Platform, Clients, Users, Partners, Developers, technology, pricing, workflows, data, AI configurations, product roadmap, code, APIs, security, commercial structures, finance structures, banking, cessions, clients, applicants or operations.
<b>Deal Protection Schedule</b>	a short schedule recording a protected client, opportunity, territory, commercial structure, payment flow, receivables, finance, cession, acknowledgement or deal-specific protection.
<b>Development Item</b>	any development item, extension, workflow, automation, AI service, digital worker, integration, API connector, report, dashboard, module, template, plug-in, marketplace item, product enhancement, configuration, script, prompt, model, data structure or related item proposed, built, submitted, deployed or commercialised within or in connection with the Platform.
<b>Digital Worker</b>	a software-based workflow, automation, AI-enabled process, assistant, bot, operational agent or automated task performer made available by Trendi.
<b>End Client or Partner Client</b>	a client that receives access to the Platform or Trendi-enabled services through a Business Partner or other ecosystem participant.
<b>Funder</b>	any bank, funder, financier, assignee, cessionary, security holder, purchaser, participant, trustee, agent, payment processor, insurer, auditor or other person involved in a receivables, payment, security, cession, assignment or authorised financing arrangement.
<b>Marketplace</b>	any Trendi-controlled marketplace, catalogue, listing, library, exchange, deployment channel or distribution workflow for extensions, development items, workflows, integrations, digital workers, AI services, templates, reports or modules.
<b>Partner-Client Agreement</b>	a short agreement, service order, proposal or SLA between a Business Partner and an End Client for Partner-Led Services. It may include or attach the Trendi Client Platform Subscription Agreement, but may not itself grant Platform Services or Trendi IP rights unless Trendi expressly agrees in writing.
<b>Partner of Record</b>	a Business Partner approved by Trendi in a Commercial Document, Deal Protection Schedule, Partner Agreement, platform workflow or other written record as the relationship partner for a Client, End Client, account, opportunity or territory, with rights limited to those expressly recorded by Trendi.
<b>Partner-Led Services</b>	implementation, configuration, onboarding, training, solution support, adoption support, change management, advisory, managed services, consulting, local delivery, client success and other non-platform services provided by a Business Partner to a Client or End Client.
<b>Platform</b>	the Trendi platform ecosystem and all related portals, websites, applications, software, APIs, developer environments, integrations, workflows, digital workers, AI services, dashboards, modules, reports, marketplace functionality, support services and operational services.
<b>Platform Services</b>	Platform access, technology subscriptions, Trendi products, TrendiFlow, #MyCareer, AI Services, Digital Workers, modules, workflows, reports, dashboards, marketplace functionality, platform support, product support, documentation, platform security, platform availability, applicant profiles, career guidance workflows, bursary workflows, assessments, social profile integrations and other Trendi technology services.

Term	Meaning
<b>Platform Data</b>	technical, operational, usage, performance, diagnostic, security, billing, audit, log, aggregated, anonymised or statistical data generated by the Platform or relating to its use, excluding Client Data to the extent it remains identifiable to a Client or data subject.
<b>Protected Opportunity</b>	a client, opportunity, territory, project, deal, receivable, account or commercial opportunity approved by Trendi for protection, registration, finance or payment-flow treatment.
<b>Trendi IP</b>	all intellectual property owned, controlled, developed, licensed, acquired, used or commercialised by Trendi or a Trendi Party, including the Platform, TrendiFlow, FRED, #MyCareer, digital workers, AI services, workflows, prompts, models, APIs, source code, object code, architecture, integrations, templates, frameworks, documentation, dashboards, reports, marketplace structures, methodologies, brand assets, go-to-market materials, business-development materials, product concepts, product roadmap and related know-how.
<b>Trendi Parties</b>	Trendi, the Contracting Entity, the Trendi Global Operations Centre, Trendi affiliates, licensors, platform owners, successors, assigns, cessionaries, funders, security holders, officers, employees, contractors, service providers and authorised representatives.
<b>User</b>	any person who registers, logs in, accesses, uses, administers, supports, develops for, submits data to, receives services from, participates in a workflow through, or otherwise participates in the Platform or ecosystem.
<b>Core Production Platform Services</b>	the core production platform functionality made generally available by Trendi for paid Platform access, excluding beta, pilot, trial, preview, sandbox, development, testing, early-access, custom, third-party, integration-dependent or unsupported functionality unless expressly included in a Commercial Document.
<b>Excluded Downtime</b>	scheduled maintenance, emergency maintenance and downtime caused by third-party providers, internet, telecommunications, payment, assessment, advertising, AI, integration or external services, Client or Partner systems, user error, unauthorised use, misconfiguration, credential compromise, cyberattacks, denial-of-service events, security incidents, legal or regulatory restrictions, suspension for breach or non-payment, force majeure or any event outside Trendi’s reasonable control.
<b>Trendi Platform and Product Roadmap</b>	the latest available roadmap, product direction, release plan, development priority or product concept information made available by Trendi. Roadmap information is directional unless expressly made binding in a Commercial Document.
<b>Latest Available Trendi Global Pricelist</b>	means the latest Trendi pricing schedule, rate card, usage price list or pricing framework published by Trendi, made available through the Platform or website, referenced in a Commercial Document, or otherwise issued by TGOE from time to time, setting out fees, charges, subscription amounts, Usage Items, services, support, training, development, assessments, advertising, marketplace items, pass-through charges or other amounts. Unless a Commercial Document states otherwise, the applicable pricelist is the version in force on the date the relevant service, subscription, Usage Item, transaction or charge is incurred or invoiced.
<b>Trendi Client Platform Subscription Agreement</b>	the direct agreement between Trendi Global and a Client or End Client for Platform Services, including Platform access, technology subscriptions, applicable Platform fees, user access, invoicing and acceptance of these Terms. It may be signed separately, incorporated into a Partner-Client Agreement, attached as an addendum to a Partner-Client Agreement, or completed through a Trendi-approved portal process, but it remains a direct agreement between the Client or End Client and Trendi Global.
<b>Applicant User</b>	an individual who applies for a role, programme, opportunity, assessment, verification, onboarding, learning pathway, bursary, employment-related process or other talent-related workflow through the Platform.
<b>Bursary Applicant</b>	an Applicant User, Scholar User, learner, student or other individual who applies for, is considered for, receives guidance on, is assessed for, or participates in a bursary, sponsorship, funding, scholarship, internship, graduate, learnership or similar opportunity through the Platform.

Term	Meaning
<b>Candidate User</b>	an Applicant User or other individual who participates in recruitment, assessment, interview, screening, verification, onboarding, talent pool, matching, career guidance, profile-building or related workflows through the Platform.
<b>Competent Person</b>	a parent, legal guardian or other person who is legally competent to consent to the processing of personal information, Platform participation or workflow participation on behalf of a Child or Minor User where required by applicable law.
<b>Child or Minor User</b>	a User who is below the age at which the User may independently consent, contract or participate in a relevant Platform workflow under applicable law. References to children or minors must be interpreted in accordance with the applicable law and the relevant workflow context.
<b>Education, Sponsor or Funding Organisation</b>	a school, university, training provider, bursary sponsor, funder, employer, foundation, non-profit organisation, public body, programme owner or similar organisation that uses, sponsors, funds, administers or participates in education, career guidance, learner, bursary, scholarship, graduate, internship or talent development workflows through the Platform.
<b>Individual Client or Paid Individual User</b>	an individual, including a job seeker, applicant, candidate, learner, scholar, bursary applicant, freelancer or other User, who buys, subscribes to, pays for, sponsors, upgrades or receives a paid profile, premium feature, assessment, verification, career guidance, learning, matching, profile enhancement, social profile integration or other paid Platform Service.
<b>Parent or Guardian</b>	a parent, legal guardian, caregiver or other authorised representative who provides consent, receives notices, manages access, assists with participation or exercises rights on behalf of a Child or Minor User where applicable.
<b>Scholar or Learner User</b>	a User who is a scholar, learner, student, young person, graduate, school participant or education-programme participant using the Platform for career guidance, learning, assessment, mentoring, programme participation, bursary applications, talent development or related workflows.
<b>Social Profile Integration</b>	any workflow through which a User authorises, links, imports, shares, verifies, analyses or otherwise makes available social media, professional profile, public profile, portfolio, credential, employment history or similar external profile information through or in connection with the Platform.
<b>Workflow</b>	any application, recruitment, assessment, interview, reference, verification, onboarding, learning, career guidance, bursary, employee engagement, talent management, performance, succession, workforce planning, marketplace, development, finance, support, integration or other process enabled by or through the Platform.
<b>Workflow Participant</b>	any User, Client, Partner, Developer, applicant, candidate, scholar, learner, parent, guardian, sponsor, funder, assessor, interviewer, administrator or other person who participates in, configures, sponsors, administers, supports or is affected by a Workflow.

## 5.2 Interpretation

- references to “including” mean “including without limitation”;
- a reference to a law includes that law as amended, replaced or re-enacted;
- a reference to writing includes electronic writing and data messages;
- a reference to a person includes a natural person, company, partnership, trust, government body or other legal entity;
- headings are for convenience and do not affect interpretation;
- rights and remedies are cumulative unless expressly stated otherwise;
- where a term is used in a privacy context, it must be interpreted consistently with applicable data protection laws; and
- a reference to a User, Client, Partner, Developer, Marketplace Participant, Applicant User, Candidate User, Scholar User, Bursary Applicant, Individual Client, Parent, Guardian, Competent Person or other role includes that role only to the extent applicable to the relevant person, Workflow, Commercial Document, law or operational context.

## PART B - GENERAL PLATFORM USE AND WORKFLOW PARTICIPATION

Applies to all Users and Workflows, regardless of the specific role or service being used.

### 6. Account registration, access credentials and identity

6.1 Users must provide accurate, complete and current information when registering, accepting an invitation, creating an account, completing an application, submitting data, using a workspace, requesting support, entering into a Commercial Document or participating in the ecosystem.

6.2 Users must keep credentials confidential, use strong passwords where required, enable multi-factor authentication where required or recommended, and must not share, transfer, sell, sublicense or permit unauthorised use of credentials.

6.3 Each Client, Partner, Developer and Client Administrator is responsible for provisioning, de-provisioning, monitoring and controlling access for its authorised Users, including removal of access when a User leaves the organisation, changes role or no longer requires access.

6.4 Trendi may suspend, restrict, verify, reset or terminate accounts where Trendi reasonably believes that credentials are compromised, information is inaccurate, authority is unclear, security is at risk, payment is overdue, the account is being misused, or legal, privacy, finance or platform governance risk exists.

### 7. Platform licence, access rights and acceptable use

#### 7.1 Limited access licence

Subject to these Terms and any applicable Commercial Document, Trendi grants the relevant User a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for the authorised purpose, role, workspace, territory, subscription, project or workflow approved by Trendi.

All rights not expressly granted are reserved by Trendi and the relevant Trendi Parties.

#### 7.2 Acceptable use

Users must not, and must not permit any third party to:

- copy, modify, reverse engineer, decompile, disassemble, scrape, crawl, benchmark, resell, sublicense, frame or exploit the Platform except as expressly permitted;
- access the Platform to build, train, support, market or improve a competing platform, product, AI model, digital worker, marketplace, workflow engine or service;
- bypass usage limits, security controls, payment controls, approval workflows, API limits, access restrictions, deal protection controls or marketplace governance controls;
- upload malware, malicious code, unlawful content, infringing content, deceptive content, excessive data, spam, scraping tools, credential-harvesting tools or content that harms the Platform or users;
- use the Platform for unlawful, discriminatory, fraudulent, corrupt, misleading, abusive, defamatory, exploitative, unsafe or unethical purposes;
- interfere with platform operations, security, integrity, availability, performance, auditability, billing, support, data protection, payment flows or financeability protections;
- misrepresent identity, authority, qualifications, accreditation, affiliation, approvals, client status, partner status, development rights or marketplace rights; or
- remove or obscure proprietary notices, usage warnings, audit logs, source indicators, data classifications, approval statuses or finance/payment directions.

#### 7.3 Platform changes

Trendi may modify, improve, update, suspend, discontinue, reclassify, rename, replace or deprecate features, modules, workflows, digital workers, AI services, APIs, documentation, marketplace items or support channels. Trendi will use commercially reasonable efforts to avoid unnecessary disruption to paid services, but does not guarantee that every feature, third-party integration or AI capability will remain available indefinitely.

## 8. General workflow participation, notices, consents and responsibilities

8.1 Users may access the Platform for different Workflows, including applications, interviews, assessments, background or reference workflows, onboarding, social profile integrations, learning, career guidance, bursary applications, talent management, employee engagement, performance management, succession planning, marketplace activity, developer activity, support, payment, finance and related services.

8.2 By continuing with a Workflow, the User confirms that the User understands the nature of the Workflow, the role in which the User is participating, and the notices, consents, declarations, privacy wording, instructions and requirements presented through the Platform or other Trendi-approved process.

8.3 Where a Workflow requires consent, acknowledgement, declaration, privacy notice acceptance, document upload, assessment participation, interview participation, social profile linking, communication opt-in, verification, payment, subscription, profile upgrade or similar action, Trendi may record and rely on the User's electronic action, click acceptance, continuation, submission or use as evidence of participation and acceptance to the maximum extent permitted by applicable law.

8.4 Social Profile Integrations, profile imports, external-data connections and public-profile workflows are only authorised to the extent presented, configured or accepted through the Platform, a Commercial Document or another Trendi-approved process. Users must not submit, link or import third-party information unless they are authorised to do so and the relevant processing is lawful.

8.5 No Workflow guarantees a job, interview, appointment, bursary, scholarship, funding, admission, promotion, qualification, credit, profile visibility, match, score, outcome, payment, marketplace sale, development approval, partner appointment or commercial opportunity unless expressly agreed in a Commercial Document signed or accepted by Trendi.

8.6 Where Trendi introduces paid individual services, premium applicant profiles, profile upgrades, paid verification, paid assessments, career guidance, subscription features, marketplace items or other paid services for individual Users, those Users may be treated as Individual Clients or Paid Individual Users for the purposes of payment, taxes, billing, suspension, refunds where applicable, support, consumer-facing notices and related commercial terms.

8.7 Users remain responsible for the accuracy, completeness and lawfulness of information, declarations, profile data, credentials, documents, links, submissions and instructions they provide through the Platform. Trendi may verify, reject, remove, restrict, suspend or annotate information where reasonably required for security, privacy, assessment integrity, compliance, platform integrity, payment, financeability or ecosystem governance.

## PART C - ROLE-SPECIFIC ECOSYSTEM PROVISIONS

Role-specific provisions clarify how the master Terms apply in common ecosystem contexts. These provisions are additive, not exclusive.

### 9. Clients, Client Administrators and Client User provisions

#### 9.1 Client responsibilities

Each Client is responsible for its authorised Users, Client Administrators, workspace settings, data submissions, workflows, permissions, notices, lawful bases, consents, internal approvals, business decisions, employment decisions, compliance obligations and use of outputs generated through the Platform.

A Client must ensure that its Users comply with these Terms and that any personal information, employee data, applicant data, candidate data, commercial information or third-party data submitted to Trendi is provided lawfully and with the required notices, consents, authorisations or other lawful bases.

#### 9.2 Client administrators

A Client Administrator may be able to invite Users, configure workflows, access reports, view data, assign roles, approve actions, manage candidate or employee workflows, access billing records or change workspace settings. The Client is responsible for all acts and omissions of its Client Administrators.

#### 9.3 Partner-client agreements and flow-down terms

A Business Partner may enter into a short Partner-Client Agreement with an End Client for Partner-Led Services, including implementation, configuration, onboarding, training, solution support, adoption support, change management, advisory, managed services, local delivery and client success. Any Partner-Client Agreement must incorporate these Terms and must not conflict with them.

A Business Partner may market, sell, introduce, co-sell and facilitate Platform opportunities as an approved Trendi Business Partner or Partner of Record, but the Platform Services relationship remains direct between the End Client and Trendi Global. The Business Partner may not contract for, grant, invoice, collect for, vary or terminate Platform Services unless Trendi expressly authorises this in a Commercial Document.

Every End Client receiving Platform Services must sign or enter into a Trendi Client Platform Subscription Agreement with Trendi Global before access to the Platform is granted. The agreement may be signed separately, incorporated into a Partner-Client Agreement, attached as an addendum to a Partner-Client Agreement, or completed through a Trendi-approved portal process, but it remains a direct agreement between the End Client and Trendi Global.

Where a Business Partner is approved as Partner of Record and there is no step-in, breach, reclassification or other platform governance concern, the Business Partner may manage the day-to-day client relationship and provide Partner-Led Services. Trendi Global remains the contracting, invoicing, payment, Platform access and technology authority for Platform Services, Platform Technology, technology subscriptions and Trendi IP.

A Business Partner must ensure that each End Client receives clear notice that Platform access and Platform Services are provided by Trendi Global, are subject to the Trendi Client Platform Subscription Agreement, these Terms, the Privacy Policy and applicable privacy notices, and will be invoiced and administered directly by Trendi Global unless Trendi expressly authorises otherwise in a Commercial Document. The Business Partner must keep records of acceptance, incorporation or delivery of the relevant documents to the End Client and provide them to Trendi on request.

A Partner-Client Agreement should be short and should capture only the End Client name, Partner-Led Services, users, Partner service fees, support level, start date, term and special conditions. Where the Trendi Client Platform Subscription Agreement is included in or attached to a Partner-Client Agreement, that portion must remain a direct agreement between the End Client and Trendi Global for Platform Services. Unless expressly approved by Trendi, a Partner-Client Agreement may not grant, sell, resell, invoice, collect for or control Platform Services, technology subscription rights, Trendi IP rights, payment-flow rights, pricing rights or Platform access rights. Heavy legal terms should remain in these Terms.

#### 9.4 No conflicting partner terms

No Business Partner may impose terms on an End Client that weaken, override or contradict Trendi's rights in relation to the Platform, Trendi IP, data protection, security, payment direction, receivables, cessions, assignments, non-circumvention, confidentiality, limitation of liability, suspension or platform step-in.

## 10. Applicant, candidate, scholar, minor and bursary activities

10.1 This Section applies to Applicant Users, Candidate Users, Scholar Users, Learner Users, Bursary Applicants, Child or Minor Users, Parents, Guardians, Competent Persons, education organisations, sponsors, funders, programme owners, Clients, Partners and other participants involved in application, recruitment, assessment, interview, career guidance, learning, bursary, scholarship, graduate, learnership, internship, talent development or related Workflows.

10.2 Applicant and candidate Workflows may include profile creation, job applications, programme applications, interviews, assessments, screening, matching, verification, reference checks, communications, talent pools, onboarding, skills analysis, career guidance, learning recommendations, AI-enabled support, reporting and related services. Users acknowledge that processing activities may vary depending on the relevant Client, opportunity, assessment, Workflow and configuration.

10.3 Scholar, learner and bursary Workflows may include career guidance, interest or skills profiling, learning pathways, mentorship, bursary or scholarship applications, eligibility checks, programme matching, sponsor reporting, academic or qualification information, assessment activities, communications and related talent development services. These Workflows may be configured for a Client, sponsor, education organisation, funder, employer, foundation or other authorised programme owner.

10.4 Where a User is a Child or Minor User, Trendi may require consent, authorisation, notice acknowledgement, assistance or participation by a Parent, Guardian or Competent Person before the User may access or continue with certain Workflows. Trendi may restrict, suspend or refuse access where required consent, authorisation, identity verification, age verification or safeguards are not in place or cannot be verified.

10.5 Clients, Partners, education organisations, sponsors, funders and programme owners that invite, sponsor, administer or configure Child or Minor User Workflows must ensure that they have appropriate notices, lawful bases, consents, authorisations, safeguards, programme rules, communications and records in place, and must not request processing that would cause Trendi to breach applicable law or these Terms.

10.6 Assessment, interview, career guidance, matching, bursary, scholarship, learner, talent development and AI-enabled outputs are decision-support and workflow-support tools. They should not be treated as the sole basis for high-impact decisions without appropriate human review, contextual consideration and compliance with applicable law, assessment standards, fairness requirements and the relevant Client or programme owner's obligations.

10.7 Where a User links, imports or shares a social media profile, professional profile, portfolio, credential, public profile or external account, the User confirms that the User is authorised to do so and understands that the information may be processed for the relevant Workflow as described in the Platform, Privacy Policy, notices and applicable Commercial Document. Trendi may make Social Profile Integrations optional, mandatory for a specific Workflow, unavailable, restricted or subject to additional consent depending on law, product design and Client configuration.

10.8 Communications relating to application, recruitment, assessment, interview, learning, career guidance, bursary, scholarship, programme, onboarding or talent development Workflows may be sent by email, SMS, messaging platform, portal notification, telephone, video platform, support ticket, Client communication or other channel permitted by applicable law and the relevant notices.

10.9 No Applicant User, Candidate User, Scholar User, Learner User or Bursary Applicant is guaranteed any job, interview, appointment, bursary, scholarship, funding, admission, recommendation, score, ranking, match, profile visibility, learning outcome, programme placement or other opportunity by using the Platform unless expressly stated in a Commercial Document or programme document accepted by Trendi.

10.10 Where a Workflow is sponsored, funded, administered or configured by a Client, Partner, education organisation, sponsor, funder or programme owner, that entity remains responsible for its own eligibility criteria, decisions, communications, fairness, employment, education, funding, bursary, programme and regulatory obligations, except to the extent Trendi expressly assumes a responsibility in a Commercial Document.

## 11. Employee users and internal access

11.1 Employee Users are bound by these Terms when accessing the Platform, whether they are employed by Trendi, a Client, a Business Partner, a Developer or another ecosystem participant.

11.2 Trendi employees, consultants and contractors are additionally bound by applicable employment, consulting, confidentiality, intellectual property, security, data protection and internal governance obligations. These Terms do not replace those obligations; they supplement them.

11.3 Internal access may be monitored, logged, audited, restricted or revoked for security, compliance, quality, operational, investigation, finance, support or governance purposes.

11.4 A User must not use employee, contractor, client, applicant, developer, partner or administrative access for personal purposes, unauthorised commercial benefit, competing activities, unauthorised data extraction, improper disclosure or circumvention of Trendi controls.

## 12. Business Partner and ecosystem participant obligations

12.1 Business Partners must act ethically, protect the Trendi brand, comply with applicable law, follow Trendi ecosystem standards, use only approved or accurate marketing and business-development materials, avoid misleading marketing, maintain client trust, comply with onboarding, reporting and accreditation requirements, and avoid reputational harm to Trendi or the ecosystem.

12.2 A Business Partner may only market, sell, refer, co-sell, implement, configure, demonstrate or provide Partner-Led Services to the extent authorised by Trendi and any applicable Commercial Document. A Business Partner must ensure that each End Client receiving Platform Services signs or enters into a Trendi Client Platform Subscription Agreement with Trendi Global before Platform access is granted. A Business Partner must not contract for, invoice, collect for, grant, vary, suspend or terminate Platform Services unless expressly authorised by Trendi in writing.

12.3 Business Partners must not represent that they own, sell or control the Platform, control Trendi IP, can vary these Terms, can grant platform rights, can approve development rights, can approve public statements, can waive payment obligations, can release receivables, can bind Trendi to exclusivity, or can amend payment-flow or financing arrangements unless expressly authorised by Trendi.

12.4 Business Partners must maintain records reasonably required by Trendi for deal registration, protected opportunities, revenue share, billing, tax, support, client management, finance, cessions, compliance, data protection, audit and dispute resolution.

12.5 As an exception only, where a Business Partner is expressly authorised to collect amounts relating to Trendi services, platform subscriptions, marketplace items, development items or protected opportunities, the Partner acts only as a collection intermediary to the extent specified by Trendi and must remit all amounts due to Trendi promptly and without set-off, deduction or delay. This does not prevent a Business Partner from invoicing and collecting its own Partner-Led Services fees where permitted by a Commercial Document.

## 13. Accredited Developers, Development Items and extensions

### 13.1 Approval required

No User, Partner, Developer or Client may develop, submit, deploy, commercialise, modify, integrate, list or distribute any Development Item in or through the Platform unless approved by Trendi. Approval may require concept approval, technical approval, security review, architecture review, code review, data protection review, AI review, commercial approval, marketplace approval and deployment approval.

### 13.2 Approved development environments

Developers may only use approved APIs, approved documentation, approved development environments, approved source control, approved deployment pipelines, approved credentials and approved testing processes. No Developer may modify the core Platform, bypass controls, access production data without approval, interfere with security structures, deploy unauthorised code, use unauthorised AI models, or reverse engineer Trendi systems.

### 13.3 Development item registration

Trendi may require any Development Item to be registered under a Development Item and Extension Registration. That registration should record the item name, category, functionality, technical scope, affected data, APIs, AI usage, developer, client, commercial treatment, support owner, acceptance criteria, IP classification, marketplace status and approvals. Unless expressly varied in the registration, these Terms govern the item.

### 13.4 Ownership default

Unless a Development Item Registration expressly states otherwise, all rights, title and interest in Development Items developed for, within, on, through, using or in connection with the Platform vest in Trendi or the relevant Trendi Party. This includes platform enhancements, reusable workflows, AI configurations, digital worker logic, integrations, extension frameworks, marketplace structures, reports, dashboards, templates, source code, object code, prompts, models, data structures, documentation and product improvements.

### 13.5 Developer pre-existing intellectual property

A Developer retains ownership of pre-existing code, libraries, tools, frameworks, methods and know-how owned by that Developer before engagement with Trendi, provided that such pre-existing intellectual property is disclosed to Trendi in writing before use. If pre-existing intellectual property is incorporated into a Development Item, the Developer grants Trendi a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free licence to use, host, modify, maintain, support, secure, commercialise, distribute and sublicense it to the extent required for the Platform and the relevant Development Item, unless expressly agreed otherwise in a signed Development Item Registration.

### **13.6 Open source and third-party code**

Developers must not introduce open-source, third-party, copyleft, restrictive, paid, unauthorised, insecure or encumbered code, models, libraries, datasets, prompts, APIs or tools into the Platform or any Development Item without Trendi's prior approval. Developers must comply with all licence terms and must not impose obligations that require Trendi to disclose source code, limit commercialisation or breach client confidentiality.

### **13.7 Support, maintenance and step-in**

Developers and Partners responsible for Development Items must provide support, maintenance, documentation, security updates, compatibility updates and handover materials as required by Trendi. Trendi may step in, take over, maintain, modify, disable, transfer, reassign or remove any Development Item where required for security, client delivery, platform stability, non-performance, loss of accreditation, insolvency, dispute, finance protection or ecosystem governance.

### **13.8 Development requests, bugs and customisation requests**

Business Partners may capture, triage and submit development requests, support issues, bug reports, configuration requests and customisation requests through the approved Trendi process. Trendi Global retains control over Platform development, bug resolution, product roadmap, customisation approval, technical prioritisation and release timing. No Business Partner may commit Trendi to any development, customisation, integration, bug fix, release date or roadmap item unless expressly approved by Trendi in a Commercial Document, Deal Protection Schedule or Development Item Registration.

## **14. Marketplace governance**

14.1 Trendi may operate a Marketplace for approved Development Items, extensions, integrations, workflows, digital workers, AI services, templates, dashboards, reports, modules and other ecosystem offerings.

14.2 No item may be listed, licensed, installed, sold, distributed, marketed or commercialised through the Marketplace without Trendi approval.

14.3 Trendi may approve, reject, suspend, remove, restrict, reclassify, rename, modify, retire or delist any Marketplace item where Trendi reasonably considers this necessary for product, security, legal, privacy, compliance, commercial, support, client, finance, reputational or ecosystem governance reasons.

14.4 Marketplace fees, revenue shares, royalties, commissions, listing fees, support obligations, refund rules, update obligations and commercial rights apply only as recorded in the relevant Commercial Document or Development Item Registration.

14.5 Marketplace Participants must not use Marketplace access to bypass Trendi, bypass a Business Partner, target protected clients, obtain confidential information, reverse engineer Platform functionality, avoid revenue share, or sell substantially similar items outside the Trendi ecosystem in breach of these Terms or any applicable schedule.

## PART D - DATA, PRIVACY, SECURITY, AI AND INTELLECTUAL PROPERTY

The protections in this Part apply across the ecosystem and should not be narrowed in commercial schedules unless expressly approved by Trendi.

### 15. AI Services, Digital Workers, automation and #MyCareer

#### 15.1 AI and digital worker governance

The Platform may include AI Services, digital workers, automation, workflow recommendations, matching, scoring, summarisation, classification, reporting, prompts, model outputs, decision-support tools and similar functionality.

AI Services and digital workers are provided as decision-support and operational support tools. Unless expressly approved by Trendi and permitted by applicable law, they must not be used as the sole basis for high-impact employment, credit, legal, disciplinary, medical, immigration, regulatory or similarly significant decisions without appropriate human review.

#### 15.2 AI outputs

AI outputs may be incomplete, inaccurate, biased, outdated, unsuitable or unexpected. Users, Clients, Partners and Developers are responsible for reviewing, validating and approving outputs before relying on them, communicating them, using them in a workflow or making business, employment or operational decisions based on them.

#### 15.3 Prompts, configurations and digital worker logic

Prompts, prompt structures, AI configurations, workflow logic, digital worker logic, model orchestration, evaluation methods, guardrails, testing procedures, training materials, tuning, templates and related structures created by or for Trendi form part of Trendi IP unless expressly agreed otherwise.

#### 15.4 #MyCareer

#MyCareer and all related Trendi-controlled workflows, data structures, user journeys, digital workers, templates, AI configurations, reports, learning pathways, matching logic, user experience structures, product concepts and platform integrations are Trendi IP unless a written agreement signed by Trendi states otherwise.

### 16. Intellectual property and ownership

#### 16.1 Trendi IP

All rights, title and interest in Trendi IP remain owned by Trendi or the relevant Trendi Party. No rights transfer to any User, Client, Business Partner, End Client, Accredited Developer, Marketplace Participant or other person except as expressly granted in these Terms or a signed Commercial Document.

Trendi IP includes the Platform, TrendiFlow, FRED, #MyCareer, digital workers, AI Services, source code, object code, APIs, workflows, models, prompts, AI configurations, platform logic, architecture, database structures, integration frameworks, security structures, templates, reports, dashboards, analytics frameworks, documentation, product roadmap, marketplace structures, development methods, brand assets, trade marks, sales materials, go-to-market materials, the trendi partner ecosystem, business-development materials, product concepts and know-how.

#### 16.2 No implied transfer

Nothing in these Terms, a Commercial Document, a Partner-Client Agreement, a development project, a client project, a marketplace listing, a support engagement, a configuration, a paid invoice or a finance arrangement transfers ownership of Trendi IP unless the transfer is expressly stated in writing and signed by an authorised Trendi representative.

#### 16.3 Feedback and ideas

If a User, Client, Partner, Developer or other participant provides feedback, ideas, suggestions, feature requests, improvements, workflows, product concepts, comments or recommendations, Trendi may use, adapt, implement, commercialise and own them without restriction or compensation, unless expressly agreed otherwise in a signed Commercial Document.

## 16.4 Client and partner materials

Clients, Partners and Users retain ownership of their pre-existing data, records, materials, trade marks, brand assets and business information, subject to the licences and rights required by Trendi to provide, secure, support, improve, finance and administer the Platform and services.

Any pre-existing materials, tools, templates, methodologies, content, data structures, trade marks, know-how or other intellectual property that a Client, Partner, Developer or User wants recognised as excluded from Trendi IP, or wants incorporated into the Platform, a Development Item, Marketplace Item, workflow, template, report, integration or Trendi-enabled service, must be specifically identified in a Commercial Document, Development Item Registration or other written record accepted by Trendi before use.

Materials not identified and accepted in this way will not limit Trendi's ownership or use of Trendi IP, Platform improvements, workflows, configurations, templates, AI Services, Digital Worker logic, reports, dashboards, development items or product enhancements. Ordinary Client Data does not need to be listed and remains governed by Section 17, the Privacy Policy and applicable data protection law.

## 17. Client Data, User content, Platform Data and analytics

17.1 Client Data remains owned by the relevant Client, Partner Client or other lawful owner, subject to Trendi's rights to process, host, transmit, store, copy, display, configure, analyse, secure, support, back up, disclose and otherwise use Client Data as required to provide the Platform, perform services, comply with law, enforce these Terms, manage billing, manage receivables, support authorised financing arrangements and protect the ecosystem.

17.2 Users grant Trendi and the Trendi Parties a worldwide, non-exclusive, royalty-free licence to use User content, Client Data and related materials to the extent necessary for the authorised purposes described in these Terms, the Privacy Policy, applicable Commercial Documents and applicable law.

17.3 Trendi may generate, own and use Platform Data, aggregated data, anonymised data, statistical data, analytics, logs, security data, usage information, performance data, operational data, benchmark data and de-identified insights for product improvement, AI improvement, security, reporting, forecasting, support, billing, finance, compliance, research, benchmarking and ecosystem management, provided that Trendi will not intentionally disclose identifiable Client Data except as permitted by these Terms, the Privacy Policy or applicable law.

17.4 Clients and Partners must not submit data that they are not authorised to submit, and must not request processing that would cause Trendi to breach applicable law, third-party rights, privacy obligations, confidentiality obligations or sector-specific requirements.

## 18. Data protection, privacy and information governance

### 18.1 Incorporated privacy framework

The Trendi Privacy Policy, Consent to Process Personal Information, Privacy policies and Manuals, applicable privacy notices, data processing terms and related information governance documents are incorporated into these Terms by reference and apply to all Users, Clients, Partners, Developers, applicants, employees, End Clients and ecosystem participants to the extent applicable.

### 18.2 Consent and lawful bases

By registering for, accessing, logging into or using the Platform, the User confirms that the User has read, understood and accepted the Privacy Policy and applicable privacy notices. The User consents to processing where consent is required and acknowledges that Trendi may also process personal information where processing is necessary for contractual performance, legal obligations, legitimate interests, platform security, billing, support, administration, reporting, analytics, payment administration, receivables management, authorised financing arrangements, fraud prevention, compliance, dispute resolution and other lawful purposes.

### 18.3 Controller/responsible party and processor/operator roles

Depending on the context, Trendi may act as controller, responsible party, processor, operator, sub-processor, service provider or similar role under applicable data protection laws. Where a Client or Partner determines the purpose and means of processing personal information and Trendi processes that information on its behalf, the Client or Partner remains responsible for ensuring that it has the required notices, consents, authorisations, lawful bases and data subject communications in place.

### 18.4 Special categories and assessment data

The Platform may process special category, sensitive or regulated personal information, including employment, demographic, assessment, skills, qualifications, career, identity, contact, verification, financial, health-related or other information depending on the workflow. Such information may only be submitted where lawful, necessary and authorised.

## 18.5 Cross-border processing

Personal information may be hosted, accessed, supported, transferred or otherwise processed across borders by Trendi, Trendi Parties, service providers, infrastructure providers, support teams, finance participants or other approved recipients where required for Platform operation, support, security, compliance, billing, finance, administration or service delivery. Where personal information is processed outside its originating country, Trendi will, regardless of the country in which the processing occurs, comply with data privacy and data security standards that are the same as or higher than the standards required in the originating country, to the extent required by applicable law and applicable to the relevant Platform service. Trendi will apply contractual, organisational and technical safeguards designed to protect personal information, which may include data processing terms, confidentiality obligations, access controls, encryption where appropriate, logging, monitoring, backup, incident response, supplier due diligence, transfer restrictions, data minimisation and other safeguards consistent with internationally recognised cloud security, privacy and data protection practices.

## 18.6 Finance and receivables disclosures

Trendi may disclose relevant personal, transactional, commercial, account, billing, usage and payment information to banks, funders, cessionaries, assignees, security holders, payment processors, collection agents, insurers, auditors, legal advisers, tax advisers, regulators and finance counterparties where reasonably required for billing, collections, receivables financing, cessions, assignments, security, payment administration, credit assessment, audit, compliance, legal enforcement or authorised financing arrangements.

## 18.7 Data subject rights

Data subjects may have rights to access, correct, update, object to, restrict, delete, anonymise or receive information about their personal information under applicable law. Requests must be submitted through the Platform or to the contact details in the Privacy Policy or Section 36. Trendi may verify identity and may refuse or limit requests where permitted by law, including to protect privacy, confidentiality, legal privilege, commercial information, security, assessment integrity, records retention, contractual rights, finance rights or third-party rights.

18.8 Child and minor information. Where the Platform processes personal information relating to a Child or Minor User, Trendi, the relevant Client, Partner, sponsor, education organisation, programme owner or other responsible party must ensure that the processing is lawful, necessary, appropriately safeguarded and supported by consent, authorisation or another lawful basis where required. Trendi may apply additional controls, notices, age checks, consent steps, restricted visibility, data minimisation, review processes or access limitations for Child or Minor User Workflows.

18.9 Workflow-specific consent and privacy notices. Trendi may present workflow-specific consent, privacy notice, acknowledgement or disclosure wording through the Platform, including for applications, assessments, interviews, career guidance, bursary applications, scholar or learner programmes, profile upgrades, social profile integrations, verification, onboarding, learning, employee engagement, performance, succession, talent management or related workflows. Such workflow wording forms part of the incorporated privacy framework and may be recorded together with the User's acceptance of these Terms and the Privacy Policy.

## 19. Security, credentials, incidents, records and audit rights

19.1 Trendi will maintain a privacy and security governance framework appropriate to the nature of the Platform, the Client Data and Personal Information processed, the territories served and the risks reasonably associated with the services. Trendi will use commercially reasonable technical and organisational measures designed to protect the Platform and Personal Information against unauthorised access, loss, misuse, alteration, disclosure or destruction. This framework may include role-based access controls, encryption where appropriate, secure hosting, backups, monitoring, logging, vulnerability management, incident response, supplier controls, confidentiality controls, secure development practices and data protection procedures.

19.2 Users, Clients, Partners and Developers must maintain appropriate security controls, including access controls, password controls, device security, confidentiality controls, user offboarding, malware prevention, secure integrations, secure development practices and incident reporting processes.

19.3 A User, Client, Partner or Developer must notify Trendi promptly if it becomes aware of any actual or suspected security incident, credential compromise, data breach, unauthorised access, unauthorised disclosure, unlawful processing, vulnerability, malware, API misuse or other event that may affect the Platform, Trendi, a Client, a data subject, a Funder or the ecosystem.

19.4 Trendi may audit, monitor, log, investigate, verify and test access, usage, security, development, integrations, support, billing, data processing, payment flow, deal registration and receivables records to protect the Platform and ecosystem. Such audits may include access logs, configuration, technical records, support records, billing records, partner records, developer records and client acceptance records.

19.5 Clients, Partners and Developers must maintain records reasonably required to verify compliance with these Terms and must provide them to Trendi on request where required for legal, security, privacy, support, finance, audit, dispute, funder, receivables or ecosystem governance purposes.

## 20. Confidentiality

20.1 Each party must protect Confidential Information with at least the same degree of care it uses for its own confidential information, and in any event with reasonable care.

20.2 Confidential Information may only be used for the purpose for which it was disclosed or for performing obligations under these Terms or a Commercial Document.

20.3 Confidential Information may be disclosed to employees, contractors, advisers, service providers, Trendi Parties, funders, cessionaries, assignees, auditors, insurers, regulators and other approved recipients who need to know it and are subject to confidentiality obligations or legal duties of confidentiality.

20.4 Confidentiality obligations do not apply to information that is public without breach, already lawfully known, independently developed without use of Confidential Information, lawfully received from a third party, or required to be disclosed by law, court order, regulator, Funder process, audit or legal process. The disclosing party must, where lawful and practical, give reasonable notice of required disclosure.

## PART E - COMMERCIAL TERMS, PAYMENT, FINANCEABILITY AND PLATFORM OPERATIONS

These provisions are deliberately broad and apply to the relevant paying party, debtor, sponsor, Client, End Client, Partner, Developer, Individual Client, marketplace participant or finance participant as applicable.

### 21. Commercial terms and payment

21.1 Fees, charges, commissions, revenue shares, subscriptions, implementation fees, development fees, usage fees, support fees, marketplace fees, taxes, payment dates and payment flows are as set out in the applicable Commercial Document or platform billing record. Unless a Commercial Document expressly authorises another process, Trendi will contract for, invoice and collect Platform Services and technology subscription amounts directly from Clients or End Clients, including where a Business Partner is the Partner of Record, relationship partner, implementation partner or support partner.

21.2 Unless a Commercial Document states otherwise, amounts are payable on the due date stated in the invoice, billing record or Commercial Document, without set-off, withholding, deduction, counterclaim, deferment or reduction except to the extent required by applicable law.

21.3 The paying party is responsible for all taxes, duties, bank charges, withholding taxes, transfer fees, exchange costs and similar amounts, except taxes on Trendi's net income unless otherwise stated in a Commercial Document. If withholding is required by law, the paying party must provide supporting documentation and must pay any additional amounts required by the Commercial Document or applicable law.

21.4 Trendi may suspend, restrict, disable or terminate access, support, services, development, marketplace listings, partner rights or protected opportunity status for non-payment, late payment, failed payment, disputed payment not raised in good faith, credit risk, insolvency risk, payment-flow breach or material receivables risk.

21.5 Trendi may issue invoices, billing records, debit notes, credit notes, account statements, usage summaries, payment directions and finance notices electronically. The recipient must promptly review them and notify Trendi of any good faith dispute. All invoiced amounts remain payable in accordance with the applicable payment terms. A dispute does not entitle the recipient to withhold, delay, set off or reduce payment unless Trendi expressly agrees otherwise in writing. Where a dispute is subsequently resolved in favour of the recipient, Trendi may issue an appropriate credit note, adjustment or refund.

21.6 This Section applies to any party required to pay amounts to Trendi, a Trendi Party, a Funder or an authorised payment destination, including Clients, End Clients, Partners, Developers, Marketplace Participants, Individual Clients, paid profile users, sponsors, funders, education organisations, programme owners, debtors and other payment participants. Payment obligations are not limited to any single user category and may arise from subscriptions, usage, implementation, development, support, marketplace transactions, profile upgrades, assessments, premium services, sponsored programmes, bursary workflows, finance arrangements or other Commercial Documents.

21.7 Where paid individual services are offered, Trendi may apply consumer-facing notices, pricing disclosures, refund rules, cooling-off rights or additional legal requirements to the extent required by applicable law or expressly stated in the applicable Commercial Document, platform billing record or payment workflow.

## 22. Receivables, cessions, assignments and payment flow

22.1 To preserve payment certainty and financeability, all amounts payable to Trendi under these Terms, any Commercial Document, Partner-Client Agreement, platform billing record, marketplace transaction, development registration, Partner Schedule, Deal Protection Schedule or Protected Opportunity constitute payment rights and receivables that Trendi may, to the maximum extent permitted by applicable law and without further consent, cede, assign, transfer, pledge, discount, finance, sell, participate, collect through or create security over in favour of a Trendi Party or Funder. Trendi may issue payment directions to a nominated bank account, collection account, project account, Funder account, payment processor or other payment destination, and the payer must comply with such directions. Amounts payable to Trendi or a Funder must be paid without set-off, counterclaim, deduction, withholding, retention, deferment or reduction, except to the extent required by applicable law or finally determined by a competent court or arbitral tribunal; undisputed amounts remain payable on time. Clients, Partners, End Clients, Developers and other payment participants must reasonably cooperate with debtor acknowledgements, payment confirmations, no-set-off confirmations, balance confirmations, account confirmations and Funder acknowledgements where required by Trendi or a Funder. A cession, assignment or financing arrangement does not transfer Trendi's platform or service delivery obligations to a Funder unless expressly agreed in writing. This Section survives termination, and Deal Protection Schedules or debtor/funder acknowledgements should identify only the specific debtor, opportunity, invoice stream, account, Funder, payment direction, no-set-off confirmation, step-in trigger and special commercial details.

## 23. Deal registration, protected opportunities and non-circumvention

23.1 Trendi may operate a deal registration and Protected Opportunity process for Clients, End Clients, territories, projects, partner opportunities, marketplace opportunities, receivables, development items or strategic relationships.

23.2 A Protected Opportunity is only protected if approved by Trendi and recorded in a Deal Protection Schedule, Commercial Document, platform workflow or other written confirmation. Protection may be subject to time periods, active engagement, good faith participation, governance compliance, payment compliance, reporting, accreditation, revenue targets or other conditions.

23.3 No User, Client, Partner, Developer, Marketplace Participant or other ecosystem participant may bypass, circumvent, interfere with, undermine or directly contract around Trendi or another protected ecosystem participant in relation to a Protected Opportunity, client account, End Client, development item, marketplace item, receivable, funder relationship, payment flow or commercial structure.

23.4 No participant may use knowledge, specifications, client requirements, platform access, product ideas, commercial information, finance information, pricing information, development information, AI configurations, workflows or ecosystem opportunities obtained through Trendi to compete with Trendi, bypass Trendi, avoid revenue share, avoid payment flow, sell substantially similar solutions outside the ecosystem to protected clients, or undermine Trendi's commercial structure.

## 24. Platform functionality, support, availability and platform changes

24.1 Trendi platform commitments. Trendi will use commercially reasonable efforts to make available the Core Production Platform Services, published Platform functionality, documentation, AI-enabled support resources, support channels, partner enablement resources and related services described on the Trendi website, in the Platform, in product documentation, in the latest available Trendi Platform and Product Roadmap or in an applicable Commercial Document. Trendi's responsibilities include maintaining the core Platform environment, applying reasonable security and data protection controls, supporting Platform availability, providing central Platform, product and technical support, maintaining applicable documentation and continuing to improve the Platform ecosystem over time.

24.2 Published functionality and roadmap. Platform functionality available to a User, Client or Partner may depend on the applicable subscription, workspace, tier, Commercial Document, product configuration, territory, user role, development status and Trendi's published product documentation. Published functionality and roadmap information may be updated as the Platform evolves. Roadmap items, planned features, future releases, development priorities, beta functionality, pilot functionality and product concepts are directional only and do not create a binding delivery commitment unless expressly included in a Commercial Document signed or accepted by Trendi.

24.3 Platform availability commitment. Trendi will use commercially reasonable efforts to make the Core Production Platform Services available at least 99.9% of the time in each calendar month, excluding Excluded Downtime. This availability commitment applies only to Core Production Platform Services and does not apply to beta, pilot, trial, preview, sandbox, development, testing, early-access, custom, third-party, integration-dependent or unsupported functionality unless expressly included in a Commercial Document.

24.4 Excluded Downtime. Excluded Downtime includes scheduled maintenance, emergency maintenance, downtime caused by third-party cloud, hosting, internet, telecommunications, payment, assessment, advertising, AI, integration or external service providers, Client or Partner systems, user error, unauthorised use, misconfiguration, credential compromise, cyberattacks, denial-of-service events, security incidents, legal or regulatory restrictions, suspension for breach or non-payment, force majeure, and any event outside Trendi's reasonable control. Unless a Commercial Document expressly provides service credits or another remedy, the 99.9% availability commitment does not create a right to service credits, refunds or damages and is subject to the limitation of liability in these Terms.

24.5 Platform support, client enablement and Partner-Led Services. Trendi Global provides Platform support through AI-enabled self-service, documentation, product resources, support channels and central Platform, product, technical and security support. Clients and End Clients are expected to use available self-service resources, Client Administrators and internal super users for ordinary platform enablement where appropriate. Business Partners provide implementation, onboarding, adoption, change management, training, client success, solution support and specialist consulting where appointed and accredited. A Business Partner must not represent itself as the provider of Trendi Global Platform support, bug resolution, roadmap delivery or technical fixes unless expressly authorised in a Commercial Document. Trendi may provide direct support where required for platform governance, security, data protection, service continuity, Client experience, step-in rights or an agreed Commercial Document.

24.6 Maintenance and operational changes. Trendi may perform scheduled maintenance, emergency maintenance, upgrades, security updates, data migrations, infrastructure changes, AI model updates, API updates, feature changes and other operational changes. Trendi will use commercially reasonable efforts to schedule material planned maintenance in a way that reduces unnecessary disruption, but may perform emergency action without prior notice where reasonably required to protect the Platform, Users, Client Data, security, service continuity or the ecosystem.

24.7 Development, testing and early-access functionality. Some Platform functionality, AI Services, Digital Workers, integrations, marketplace items, reports, modules or product features may be in development, pilot, testing, preview, sandbox, early-access or phased-release status. Such functionality may be incomplete, changed, withdrawn, limited, reclassified or unsuitable for production use unless Trendi expressly approves production use in a Commercial Document.

24.8 Platform changes. Trendi may modify, improve, update, suspend, discontinue, reclassify, rename, replace or deprecate features, modules, workflows, digital workers, AI services, APIs, documentation, marketplace items, support channels or roadmap items. Trendi will use commercially reasonable efforts to avoid unnecessary disruption to paid Core Production Platform Services, but does not guarantee that every feature, third-party integration, AI capability, roadmap item or beta capability will remain available indefinitely.

## 25. Third-party services, integrations and external systems

25.1 The Platform may interoperate with third-party services, cloud providers, payment processors, assessment providers, communication tools, databases, identity providers, APIs, AI models, analytics tools, verification providers, banking systems, funder systems and other external systems.

25.2 Trendi does not control third-party services and is not responsible for their acts, omissions, availability, security, errors, changes, pricing, terms, data handling or discontinuation, except to the extent required by applicable law or expressly agreed in a Commercial Document.

25.3 A Client, Partner or Developer that requests, configures or uses an integration is responsible for ensuring that it has the right to use the external system, that data transfer is lawful, and that required consents, licences and security controls are in place.

## PART F - ECOSYSTEM GOVERNANCE AND ENFORCEMENT

These provisions protect the integrity, trust, compliance and enforceability of the Trendi ecosystem.

### 26. Compliance, conduct, anti-bribery, anti-slavery, sanctions and reputational protection

26.1 Each User, Client, Partner, Developer and ecosystem participant must comply with applicable laws, regulations, industry requirements, export controls, sanctions, anti-bribery laws, anti-corruption laws, labour laws, employment laws, tax laws, privacy laws, cyber laws, consumer laws and platform policies.

26.2 Participants must not engage in bribery, corruption, fraud, money laundering, sanctions breach, tax evasion, misleading marketing, unfair labour practices, discriminatory conduct, unlawful recruitment, false claims, unauthorised data processing, reputational harm or conduct that may reasonably damage Trendi, a Client, a Partner, a data subject, a Funder or the ecosystem.

26.3 Trendi may suspend, terminate, restrict or report conduct where required or appropriate for compliance, reputational protection, client protection, funder protection, security, law enforcement, regulatory, audit or ecosystem governance purposes.

26.4 Users, Clients, Partners, Developers and ecosystem participants must not engage in, support or knowingly benefit from slavery, servitude, forced labour, child labour, debt bondage, human trafficking or other forms of modern slavery. Participants must take reasonable steps to ensure that their own operations, personnel, contractors and supply chains comply with applicable labour and employment laws and do not involve such practices.

### 27. Branding, marketing and public references

27.1 No User, Client, Partner or Developer may use Trendi names, logos, marks, product names, screenshots, platform images, client names, case studies, public statements or marketing references without Trendi's prior approval, except as expressly permitted by Trendi brand guidelines or a Commercial Document.

27.2 Trendi may identify a Client, Partner or Developer as an ecosystem participant or customer in ordinary business materials unless the relevant Commercial Document prohibits this, provided that Trendi will not intentionally disclose confidential commercial information without approval.

27.3 Business Partners, Clients and Developers may only use Trendi sales materials, proposals, demonstrations, product descriptions, screenshots, case studies, public statements, launch materials, campaign assets and go-to-market materials as approved by Trendi or in accordance with Trendi brand guidelines. Trendi may update, withdraw, rebrand or replace such materials at any time to protect product accuracy, brand integrity, client trust, confidentiality and ecosystem governance.

27.4 Where a Business Partner, Partner of Record or other ecosystem participant is authorised to use, trade under, market with or refer to any Trendi, Trending, Trending-Talent or related brand, that authorisation is limited to the approved Trendi products, Platform Services, Partner-Led Services, materials and activities expressly permitted by Trendi. No Business Partner or participant may market, sell, resell, bundle, white-label, promote, implement, support, invoice, collect for or represent any third-party people, talent, HR, recruitment, assessment, psychometric, AI, workflow, software, platform or related product or service as a Trendi product, Trendi-approved product or Trendi-enabled service unless expressly approved by Trendi in a Commercial Document or other written record accepted by Trendi.

27.5 Trendi may use aggregated, anonymised or non-confidential platform insights, product adoption information, ecosystem participation information and general success indicators for product development, new business development, investor, funder, partner, marketing and strategic purposes, provided that Trendi does not intentionally disclose identifiable Client Data or confidential commercial information except as permitted by these Terms, a Commercial Document, the Privacy Policy or applicable law.

### 28. Suspension, restriction, step-in and termination

#### 28.1 Suspension and restriction

Trendi may suspend, restrict, disable, quarantine, deprecate, remove, terminate or limit access to accounts, workspaces, services, APIs, integrations, development environments, marketplace items, support, partner rights, protected opportunity status or payment flows where Trendi reasonably believes that there is non-payment, security risk, legal risk, privacy risk, platform risk, finance risk, reputational risk, misuse, breach, insolvency risk, unauthorised access, regulatory issue, third-party claim or operational risk.

## 28.2 Step-in rights

Trendi may step in to continue, support, manage, transfer, take over or reassign platform-related services, workspaces, client access, development items, marketplace items, support obligations, payment flows, data protection actions, security actions or delivery responsibilities where a Partner, Developer or other participant fails to perform, materially breaches, becomes insolvent, loses accreditation, threatens service continuity, jeopardises a Client relationship, threatens a receivable, creates security risk or otherwise jeopardises the Platform or ecosystem. Where a Business Partner is the contracting party with an End Client, Trendi's step-in rights are limited to Platform-related matters, Trendi IP, Platform access, security, data protection, service continuity, payment flow, protected opportunities, development items, marketplace items and ecosystem governance, unless Trendi expressly assumes wider obligations in a Commercial Document. Trendi may communicate directly with the relevant Client, End Client, Users, Funder or debtor where reasonably required to protect the Platform, the Client relationship, service continuity, payment flow or the ecosystem.

Step-in does not make Trendi responsible for a Business Partner's independent consulting, advisory, staffing, local delivery, non-platform or other third-party obligations unless Trendi expressly agrees to those obligations in a Commercial Document.

## 28.3 Termination

Trendi may terminate access, services, partner participation, developer accreditation, marketplace participation, protected opportunity status or any Commercial Document in accordance with the applicable Commercial Document or where there is material breach, repeated breach, non-payment, insolvency, security breach, unlawful conduct, misuse, reputational risk, regulatory risk, abandonment, failure to maintain required accreditation or other serious risk to Trendi or the ecosystem.

## 28.4 Effect of termination

On termination, the User must stop using the Platform and return or delete Confidential Information as required by Trendi, except where retention is required by law, audit, finance, records, dispute resolution, privacy, tax, regulatory or legitimate business purposes. Termination does not affect accrued rights, payment obligations, confidentiality, IP ownership, finance rights, data protection obligations, non-circumvention, limitations of liability, indemnities or survival clauses.

## 29. Warranties and disclaimers

29.1 Each party warrants that it has authority to enter into and perform the obligations applicable to it under these Terms and any Commercial Document it accepts.

29.2 Except for the availability commitment expressly stated in Section 24 or in a Commercial Document, Trendi provides the Platform on a commercially reasonable basis. To the maximum extent permitted by applicable law, AI Services, digital workers, marketplace items, development environments, integrations, reports, dashboards, outputs, beta features, preview features and support are provided "as is" and "as available", unless expressly agreed otherwise in a Commercial Document.

29.3 Except for the 99.9% availability commitment for Core Production Platform Services expressly stated in Section 24 or any higher commitment expressly agreed in a Commercial Document, Trendi does not warrant that the Platform will be uninterrupted, error-free, vulnerability-free, compatible with every system, free of third-party outages, suitable for every purpose, or that AI outputs, digital worker outputs, assessment outputs, recommendations, reports or analytics will be accurate, complete or fit for a particular decision without human review.

29.4 Trendi does not provide legal, tax, financial, investment, medical, employment-law or regulatory advice through the Platform. Users remain responsible for decisions and professional review where required.

## 30. Indemnities

30.1 Each User, Client, Partner, Developer and ecosystem participant indemnifies and holds harmless the Trendi Parties against claims, losses, damages, liabilities, costs and expenses arising from that party's breach of these Terms, unlawful conduct, unauthorised data submission, privacy breach, credential misuse, infringement, fraud, misrepresentation, non-payment, tax breach, partner-client dispute, unauthorised development, marketplace item, integration, third-party service, or misuse of the Platform.

30.2 Trendi may control the defence or settlement of any claim affecting Trendi IP, the Platform, receivables, payment flows, security, confidential information or ecosystem governance. No party may settle a claim in a way that admits wrongdoing by Trendi, affects Trendi IP, affects receivables, restricts Trendi operations or imposes obligations on Trendi without Trendi's prior written approval.

## 31. Limitation of liability

31.1 To the maximum extent permitted by applicable law, the Trendi Parties are not liable for indirect, incidental, special, punitive, exemplary, consequential or similar damages, loss of profits, loss of revenue, loss of goodwill, loss of business opportunity, loss of anticipated savings, loss of data, business interruption, third-party failures, internet failures, AI output errors, integration failures, marketplace item failures or unauthorised credential use, whether arising in contract, delict, tort, statute or otherwise.

31.2 To the maximum extent permitted by applicable law, Trendi's aggregate liability arising out of or relating to these Terms, the Platform or any Commercial Document is limited to the fees actually paid to Trendi for the affected service during the twelve months immediately preceding the event giving rise to the claim, or such other liability cap expressly stated in the applicable Commercial Document.

31.3 Nothing in these Terms excludes or limits liability to the extent it cannot be excluded or limited under applicable law, including liability for wilful misconduct, fraud or other liability that mandatory law does not permit to be limited.

31.4 The limitations in this Section are essential to the commercial model and apply even if a remedy fails of its essential purpose.

## 32. Force majeure

Trendi is not liable for delay, failure, interruption, loss or non-performance caused by events outside its reasonable control, including power failure, telecommunications failure, cloud provider failure, internet outage, cyberattack, malware, denial-of-service attack, labour disruption, transport failure, war, terrorism, civil unrest, epidemic, pandemic, natural disaster, fire, flood, government action, regulatory restriction, sanctions, banking interruption, payment processor failure, supply chain failure or failure of third-party systems.

## PART G - VERSION CONTROL, NOTICES AND LEGAL MECHANICS

Administrative provisions for publication, acceptance, notices, dispute resolution, contracting entity and survival.

### 33. Changes to these Terms and version control

33.1 Trendi may update these Terms from time to time. Updated Terms may be published on the website or Platform, presented at login, notified by email, incorporated into a Commercial Document or otherwise made available.

33.2 Continued use of the Platform after updated Terms are made available constitutes acceptance of the updated Terms to the maximum extent permitted by applicable law. Where required by law or by Trendi policy, Trendi may require a new click acceptance.

33.3 Trendi may maintain version records, acceptance records and publication records. The version accepted by a User or incorporated into a Commercial Document may be evidenced by portal logs, acceptance logs, schedule references, email notices, invoices, support records or other business records.

### 34. Notices and electronic communications

34.1 Notices may be delivered by email, portal notification, platform workflow, support ticket, invoice note, Commercial Document, registered post, courier or other method permitted by applicable law.

34.2 A notice sent to the email address, workspace, billing contact, administrator contact, registered address, partner contact, developer contact or other contact details provided by a User, Client, Partner or Developer is deemed received in accordance with applicable law and the relevant Commercial Document.

34.3 Users must keep contact details current. Trendi is not responsible for missed notices caused by outdated, inaccurate or unmanaged contact details.

### 35. Governing law and dispute resolution

35.1 Unless a Commercial Document states otherwise, these Terms are governed by the law of the jurisdiction of the Contracting Entity stated in Section 36, without prejudice to Trendi's right to enforce intellectual property, confidentiality, security, payment, receivables, cession, assignment, data protection, injunctive relief or urgent relief rights in any competent jurisdiction.

35.2 The parties must first attempt in good faith to resolve disputes through executive engagement or operational escalation. If unresolved within a reasonable period, the dispute may be referred to mediation, arbitration or court proceedings as stated in the applicable Commercial Document or as determined by the Contracting Entity's governing law.

35.3 Trendi may seek urgent or interim relief for breach of confidentiality, intellectual property infringement, security risk, data breach, platform misuse, non-circumvention, payment direction, receivables, cession, assignment, funder protection or other urgent matters without first completing informal dispute resolution.

### 36. Contracting entity and operational centre

36.1 The default contracting, operational administration and enforcement entity for these Terms is Trending-Talent Solutions, Registration Number 2018/068302/07, acting as the Trendi Global Operations Centre ("TGOC"), unless a Commercial Document expressly identifies another authorised Trendi contracting entity for a specific transaction.

36.2 TGOC administers the Platform ecosystem for purposes of contracting, user acceptance, partner governance, client onboarding, support, operational delivery, billing administration, receivables, cessions, assignments, authorised financing administration, privacy operations and processes, dispute management and enforcement.

36.3 For brand simplicity, these Terms refer to "Trendi", "Trendi Global" or "Trendi Parties". Those references do not remove or reduce the role of the Contracting Entity as the primary enforcement entity for these Terms unless a Commercial Document states otherwise.

36.4 Trendi may update registered address, Information Officer, Deputy Information Officer, support contacts and notice details through the Platform, Privacy Policies and Manuals, Commercial Document or website notice.

36.5 Current notice, support and privacy contact details may be published through the Platform, the Trendi website, the Privacy Policy and Manuals or the applicable Commercial Document.

## 37. General provisions

37.1 Assignment by User. No User, Client, Partner, Developer or other participant may assign, transfer, delegate, novate, cede, pledge or otherwise dispose of rights or obligations under these Terms or a Commercial Document without Trendi's prior written approval.

37.2 Assignment by Trendi. Trendi may assign, transfer, novate, cede, pledge, delegate, subcontract, restructure or otherwise transfer rights or obligations under these Terms or a Commercial Document to a Trendi Party, successor, affiliate, purchaser, funder, cessionary, assignee or security holder, including as part of a restructuring, sale, merger, financing, receivables arrangement or change of ownership.

37.3 Severability. If any provision is invalid or unenforceable, the remaining provisions remain effective and the invalid provision must be interpreted or replaced to give the closest lawful effect to the original intention.

37.4 Waiver. A failure or delay in exercising a right is not a waiver. A waiver must be express and in writing.

37.5 Entire agreement. These Terms, incorporated documents and applicable Commercial Documents constitute the agreement for the relevant Platform access or transaction and supersede prior inconsistent statements or understandings, except where a signed agreement expressly states that it overrides these Terms.

37.6 Third-party enforcement. Each Trendi Party, Funder, cessionary, assignee, security holder, licensor and platform owner is an intended beneficiary of the provisions that protect it and may enforce those provisions to the extent permitted by applicable law.

37.7 Language. These Terms are drafted in UK English. If translated, the English version prevails unless mandatory law requires otherwise.

## 38. Survival

The following provisions survive termination or expiry: acceptance records, authority, payment obligations, taxes, receivables, cessions, assignments, payment directions, debtor acknowledgements, Funder cooperation, no set-off, confidentiality, data protection, security, audit rights, Trendi IP, development ownership, marketplace rights, AI governance, non-circumvention, protected opportunities, indemnities, limitation of liability, dispute resolution, governing law and any other provision that by its nature should survive.

End of Trendi Global Platform Terms & Conditions