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## TAS<sup>3</sup> INDIVIDUAL END-USER AND LICENSING AGREEMENT

### 1. Scope

The following sections describe the terms and conditions under which **TAS<sup>3</sup> services** are provided.

Any transaction with a recognized TAS<sup>3</sup> service provider will be governed by the terms which are specific to each service. These terms may specify additional rights and obligations which shall apply in your direct relationship towards this service provider.

### 2. Privacy and transparency

Our **Notice of Privacy Practices** provides you with an overview of the different types of information that are collected and processed in TAS<sup>3</sup>.

### 3. Your TAS<sup>3</sup> Dashboard™

#### 3.1 *Your privacy and trust preferences*

The way in which you set your privacy and trust preferences grants others permission to access or otherwise allow processing of your personal information. ***It is important that you consider carefully how you set your privacy and trust preferences as the setting of those preferences will be considered an explicit consent to the operations authorized by your preferences.***

#### 3.2 *Binding effect of your actions*

Through this agreement, you agree to be bound by any action you perform in the context of TAS<sup>3</sup> services. Similarly, if you agree to the terms of service of a recognized service provider you will be considered as bound by this consent.

#### 3.3 *Your feedback*

Every TAS<sup>3</sup> user is provided with the opportunity to provide feedback and rate their transactions with recognized TAS<sup>3</sup> service providers. The TAS<sup>3</sup> Trust Rating System™ keeps track, among other things, of user trust ratings and manages the overall trust rating of service providers participating in TAS<sup>3</sup>.

#### 3.4 *Data portability*

You may want to share your personal information with entities which have not been recognized as TAS<sup>3</sup> service providers. The warranties provided in this end-user and licensing agreement in relation to TAS<sup>3</sup> services shall not extend to the activities of entities that are not recognized TAS<sup>3</sup> service providers.

### 4. Transparency

Your TAS<sup>3</sup> Dashboard™ will provide you with the ability to view when and how your personal information has been accessed or processed in the context of TAS<sup>3</sup> services

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Where we are legally required to withhold certain information from you this information will not be made available to you through your Dashboard.

## 5. Security

You should only grant access to your account via the mechanisms and interfaces that were designed for this purpose and not share your credentials as such. In case of loss or compromise of your credentials, you are responsible for taking all necessary precautions to prevent possible misuse.

## 6. Restrictions and additional obligations upon use

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You are obliged to refrain from:

1. Taking any action with fraudulent or harmful intent as relates to systems or infrastructure of the TAS<sup>3</sup> Trust Network and its participating service providers;
2. Creating accounts on behalf of third parties unless you hold a mandate to do so
3. Transferring accounts to third parties unless you complete this transfer using a TAS<sup>3</sup> interface explicitly dedicated to this purpose;

Your are obliged to:

1. Comply with all applicable laws and regulations when making use of any TAS<sup>3</sup> service, as well as any operational policies that apply to them;
2. Provide truthful and accurate information only;
3. Make use of TAS<sup>3</sup> services only for the purposes and in the manner for which they are intended.

## 7. Complaint and redress

If you have any complaint related to any TAS<sup>3</sup> service and your complaint is found to be justified and within the scope of the warranties articulated in the terms of this agreement, we will attempt to provide you with appropriate redress. You retain your ability to obtain redress through the normal legal system at all times.

## 8. Limitation of liability

There are certain limitations as to what are able to assume liability for, such as:

1. *Trust Rating.* The TAS<sup>3</sup> Trust Rating System™ is based, among other things, on the feedback provided by individual end-users.
2. *Fitness for purpose.* Your TAS<sup>3</sup> Dashboard™ and individual services offered by a recognized TAS<sup>3</sup> service providers are only fit for the purposes stated by the respective service provider.

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3. *Security breaches.* We take every reasonable effort to ensure your personal information is protected by a high level of security; we cannot guarantee an outcome beyond generally accepted industry best practices.
4. *Actions of recognized TAS<sup>3</sup> service providers outside the context of TAS<sup>3</sup> services.* To the extent that you have (or have had) independent relationships with a recognized TAS<sup>3</sup> service provider, these transactions and relationships are governed solely by your (separate) agreements with these actors.
5. *Enforcement of privacy and/or trust preferences towards service providers who are not recognized TAS<sup>3</sup> service providers.* If you choose to disclose personal information to a service provider who is not a recognized TAS<sup>3</sup> service provider we cannot guarantee the enforcement of your privacy and/or trust preferences.

## **9. Changes in terms**

The terms of this agreement may be subject to change. Any changes to the terms of these agreement will be notified.

## **10. Termination**

You may decide to stop using TAS<sup>3</sup> services at any time. Simply notify us of your wish to terminate our agreement and we will delete your account. We may be required to retain certain data related to your account or specific transactions for compliance and security verification purposes, as might any recognized TAS<sup>3</sup> service provider.

## **11. Applicable law and jurisdiction**

This agreement is governed by the laws of your country of residence at the moment of your entering into this agreement. All claims may be brought before a court of the country in which your reside at the moment of your entering into this agreement.

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## TAS<sup>3</sup> NOTICE OF PRIVACY PRACTICES

### 1. Introduction

The Trusted Architecture for Securely Shared Services is a technical, policy and legal infrastructure designed to promote trust in the use of online data and the sharing of personal information for related services. The TAS<sup>3</sup> model is predicated on concepts of access control, data minimization, purpose limitation and strong audit controls. All of these serve to enhance security and protect privacy while empowering individual users to control use and sharing of information. This policy is provided to inform individual users of what information will be collected, how it will be used and their rights related to personal data.

### 2. Information Collection, Purpose Specification and Use Limitation

#### a) Information Collection

The elements of personal data collected within TAS<sup>3</sup> include:

- The personal data you directly provide to a service provider and/or provide as part of proving identity, credentials or authentication
- Supplemental information and personal data you may provide in relation to specific transactions
- Technical information
- Third party information relating to you which could include validation of credentials, reports from supporting organizations or services.

#### b) Collection Limitation

TAS<sup>3</sup> collects the least personally identifiable information necessary to accomplish the purposes for which information is collected by enabling users to implement granular controls on information elements to control their use and sharing.

#### c) Purpose of Collection

Personal information can only be collected for legal and legitimate disclosed needs. Personal information collected for an identified purpose must be relevant to that purpose.

TAS<sup>3</sup> provides mechanisms for individuals to control access to information and scope of sharing. Personal preferences related to sharing of information, may, however, conflict with the amount of information a provider feels is required to accomplish the requested service.

### 3. Use Limitation

Information can be used only for the purposes specified or those directly related to providing the requested service or transaction.

Please refer to the Matrix attached to this policy for more detailed information about specific considerations you should be aware of and related TAS<sup>3</sup> controls.

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#### 4. Consent

Users must consent to the collection and use of personal information. The TAS<sup>3</sup> technical architecture enables users to consent to uses of information at a granular but user-friendly level. Use of previously collected information, not related to a purpose disclosed and consented to at time of collection, requires new or additional consent.

You should be aware that for legal or policy reasons there may be some instances where you may not have the opportunity to provide consent related to the use of information.

#### 5. Access/Correction/Retention and Deletion

You have a right to be provided with a list of what personal information is in the possession of the entity who controls the data as well as information on how it is being and has been used (including who it has been shared with). You also have the right to correct the information where it is inaccurate, and in some cases also to have the information deleted. Some personal information about you may also be generated as a result of transactions you engage in on the TAS<sup>3</sup> network. The audit function of TAS<sup>3</sup>, available through your Dashboard, is a resource that can provide you with answers to enquiries related to what information has been collected and how it has been used within the network.

Some transaction related information may need to be maintained to fulfil legal requirements or as related to audit, log and security functions. Where not prohibited by law, TAS<sup>3</sup> will inform you of cases where your request cannot be fully honoured.

#### 6. Security

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The TAS<sup>3</sup> transactional infrastructure has been designed with security in mind and utilizes encryption, authentication and other technologies to secure information. TAS<sup>3</sup> Technology is also supported by policies and contractual obligations. Some personal information may be stored by service providers to accomplish the purposes of the transaction or for required business or governmental purposes related to the transaction. That information will be maintained by the individual service provider within their infrastructure that is beyond the control of TAS<sup>3</sup>.

If you have or develop independent relationships with providers you should take appropriate steps to understand whether the security provided related to those services is appropriate to your needs.

#### 7. Oversight and Accountability

We provide oversight through compliance and visibility functions, supported and enabled by tools, practices and policies (collectively referred to as “compliance functions”).

**User:** As a user of TAS<sup>3</sup>, you are provided with a Dashboard that provides oversight visibility into the information you have provided as well as how it has been used through audit and related functions.

**TAS<sup>3</sup>:** It is impossible for one general policy to cover the details of each service provider’s operation, thus individual service providers may provide supplemental notices of privacy practices which you should also read carefully. If no supplemental

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Notice of Privacy Practices exists, then you can rely on this Notice of Privacy Practices to be the complete statement of the service provider's practices.

**Audit:** TAS<sup>3</sup> provides an audit functionality that enables the re-creation of transactions for purposes of investigation and non-repudiation; the audit trail is available to you through your dashboard as a way of reviewing compliance.

**Complaint/Redress:** You have a “no wrong door” approach to complaints.

**TAS<sup>3</sup> Commitment:** Despite the best intentioned technology and policy solutions, mistakes can happen, so we have developed what we believe to be effective compliance and redress mechanisms.

## 8. Compliance with Law / Jurisdiction

All TAS<sup>3</sup> service providers are subject to the legal compliance obligations of the jurisdiction of their establishment, as well as the jurisdictions which they operate in.

**Matrix:** The matrix table provided below will help you assess and understand the relationship between the types of information collected, the function it is relevant to and purpose for which information is collected/used, and the related TAS<sup>3</sup> control.



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<b>Data Element Type</b>	<b>TAS<sup>3</sup> Function</b>	<b>Purpose(s) of collection and uses of data</b>	<b>Special Considerations</b>	<b>TAS<sup>3</sup> related control</b>
<b>Contact Information</b>  (e.g. Name, Address, e-mail, etc)	Almost all services require some level of access to this information	Authentication, fulfilment of service, support, proper operation of the service, audit, or oversight.	The mere existence of your name as the subject of a file or as person with an employment relationship can create implications to third parties that you might prefer to keep confidential. You should consider who might have access to the communication channel you specify.	Access to what elements of this information are used and how may be available both in the Dashboard and in options that may be configurable at transaction level.
<b>Intake Registration</b>  Contact information and information which confirms or proves that you are who you say you are	<ul style="list-style-type: none"><li>• Identity verification</li><li>• Credential binding</li><li>• EULA execution</li><li>• Account provisioning</li><li>• Transactions</li><li>• Operations</li><li>• Audit</li><li>• Legal Compliance</li></ul>	<p>Service Providers need to collect this information in order to ensure you are who you say you are and properly bind credentials, which are required steps to execute the license agreement that allows you to create a TAS<sup>3</sup> account.</p> <p>Your TAS<sup>3</sup> account and credential enable you to use your Dashboard and other tools.</p>	You need to consider the type of service being provided and the level of proof being sought. You do not need to provide more information than is required to establish the needed assurance. Once an account has been provisioned you have the opportunity to set your privacy preferences – it is very important that you pay close attention which preferences you choose as they will directly impact the services that providers can make available to you and the types of policies or preferences they can support.	The Dashboard offers the ability to view which operations have been performed upon your data
<b>Personal Data You Provide/Store</b>  TAS <sup>3</sup> interacts with data stores containing information relevant to	<ul style="list-style-type: none"><li>• Transaction fulfilment</li><li>• Legal compliance</li></ul>	This information will be used in accordance with your preferences by the providers you choose to deliver requested services. Service providers are contractually	Here again we stress the need for you to properly define your preferences. Service providers will indicate how much information they need to provide a service at a defined level of	Dashboard Audit Privacy and Trust references

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<p>employment. Service providers will either offer the facility to create these or interact with pre-existing portfolios you may have.</p>		<p>bound to maintain the confidentiality and security of this information and to use only that information which is required to accomplish the requested service</p>	<p>assurance. You should periodically use the audit function of your Dashboard to see who has accessed your information and how it has been used.</p>	
<p><b>Transactional Information</b></p> <p>Additional data elements will be defined based on the service requested.</p>	<ul style="list-style-type: none"> <li>• Fulfilment of the service requested</li> <li>• Discovery Service</li> <li>• Audit</li> <li>• Legal Compliance</li> </ul>	<p>We ask that each service provider publish any additional information needed on the collection and use of personal information in a Supplemental Notice of Privacy Practices.</p>	<p>While TAS<sup>3</sup> technology, policies and contracts are designed to help assure that all service providers are held to TAS<sup>3</sup> compliant privacy standards, you are responsible for making sure that you have read and understood any relevant notices provided related to those services.</p>	<p>Policy preferences inform the TAS<sup>3</sup> Discovery service which is designed to match service providers who can meet specified privacy preferences</p>
<p><b>Technical Operational Information</b></p> <p>The information a site requires to maintain or improve operations. It can include browser type, level of encryption used, types of services selected, and connection information among others.</p>	<ul style="list-style-type: none"> <li>• Technical operation</li> <li>• Technical improvement</li> <li>• (Potentially across all functions)</li> </ul>	<p>In most cases this information is aggregated to see how the website or technology is functioning, and where it may be improved. In some cases, your information may be considered in a way that it can be identified if you have run into a unique service difficulty or disruption.</p>	<p>It is common for websites and technology service providers to use this type of information to maintain and improve their services. You should be aware however that most of this information collection and use is not visible to you because most all of this information is captured in a manner incidental to the service provided or use of the website/relevant technology.</p>	<p>Consent, where applicable</p>