

Service Specific Terms and Conditions:

Immigration Assessment - VialtoExplore

1. Services Overview

Vialto shall provide Client with access to VialtoExplore, a digital immigration assessment tool made available through the myMobilityHQ platform (the “**Platform**”), enabling Client and its authorized users to input information and obtain indicative immigration-related outputs (the “**Services**”).

The Services under this Schedule are limited to provision of access to and use of VialtoExplore and do not include the provision of immigration, legal or other professional advisory services. Any such services shall be provided separately under the Agreement or an applicable statement of work.

2. Digital Tool Access and Use

VialtoExplore constitutes a digital tool made available by Vialto to Client (the “**Tool**”). The Tool is provided solely for Client’s internal business purposes in connection with the Services.

Client acknowledges and agrees that:

- the Tool is made available on a non-exclusive, non-transferable basis;
- Vialto retains all right, title and interest in and to the Tool, including all intellectual property rights therein;
- the Tool is provided “as is” and for Client’s convenience only; and
- Vialto shall not be responsible or liable for any consequences arising from the use of the Tool by Client or any third party.

Client shall not copy, modify, reverse engineer or otherwise misuse the Tool, or permit any third party to do so.

3. Client Responsibilities

Client shall:

- provide accurate and complete information in connection with its use of the Services;
- ensure that only authorized users access and use the Tool; and
- remain responsible for all access to and use of the Tool by its authorized users.

4. Data and Authority to Provide Information

Client shall ensure that it has secured the requisite rights, consents and permissions to provide to Vialto, or otherwise make available through the Tool, any information (including personal data) in connection with the Services.

Client further ensures that:

- any personal data made available through the Tool is provided in compliance with applicable laws; and
- any required notices have been provided to, and where required, consents obtained from, relevant individuals.

Client acknowledges that Vialto is entitled to rely on, and shall not be responsible for verifying, any information provided by, or on behalf of, Client in connection with the Services.

Vialto shall process personal data in connection with the Services in accordance with the Agreement and any applicable Data Privacy addendum between the parties.

Each party shall be responsible for complying with its respective obligations under applicable data protection laws in connection with the Services.

5. Nature of Outputs

Any outputs, reports or other materials generated through VialtoExplore:

- are based on information provided by Client;
- are of a general and indicative nature; and
- do not constitute legal, immigration or other professional advice.

Client acknowledges that any reliance on such outputs is at its own risk and that appropriate professional advice should be obtained where required.

6. Use of Artificial Intelligence

VialtoExplore is powered by artificial intelligence for data structuring and backend operations as part of the Tool.

Client acknowledges that:

- Client data is not used for any training, fine-tuning, or improvement of foundation models;
- outputs are not intended to replace professional judgment or advice; and

- *use of such artificial intelligence is subject to the applicable data protection, privacy, and security obligations hereunder.*

7. Availability and Updates

Client acknowledges that:

- *access to the Tool may be interrupted, unavailable or modified from time to time; and*
- *Vialto does not guarantee that access to the Tool will be continuous, uninterrupted or error-free.*

Vialto may update, modify or enhance the Tool from time to time.

8. Commercial Structure

Access to the Tool is provided on a pay-per-assessment or subscription basis, as further set out below.

Fees may include:

- *a pay-per-assessment fee; or*
- *a subscription fee for access to the Tool and additional fees based on usage, including the volume of assessments generated.*

9. Relationship with Other Services

The Services are distinct from any immigration or professional services provided by Vialto.

Any downstream services arising from Client's use of the Tool shall be governed by separate terms agreed between the parties.