

## 1. APPLICATION OF TERMS

1.1 This legal document is an Agreement between you, the end user, and eGrabber Inc. (THE COMPANY). By accessing and using this service, you are agreeing to become bound by the terms of this agreement, which includes access and usage of the software as a service and disclaimer of warranty. Where your access and use is on behalf of another person (eg a company), you confirm that you are authorized to, and do in fact, agree to these terms on that person's behalf and that, by agreeing to these terms on that person's behalf, that person is bound by these terms,

1.2 If you do not agree to these Terms, you are not authorized to access and use the Service, and you must immediately stop doing so

1.3 This agreement constitutes the complete agreement between you and THE COMPANY.

## 2. CHANGES

2.1 Subject to clause 2.3:

- a. WE MAY CHANGE THESE TERMS AT ANY TIME BY NOTIFYING YOU OF THE CHANGE BY EMAIL OR BY POSTING A NOTICE ON THE WEBSITE; AND
- b. UNLESS STATED OTHERWISE, ANY CHANGE TAKES EFFECT FROM THE DATE SET OUT IN THE NOTICE.

2.2 You are responsible for ensuring you are familiar with the latest Terms.

2.3 If a change to these Terms is detrimental to you, you may terminate these Terms and your right to access and use the Service on no less than [10] days' notice, provided the notice is received by us before the date that the change takes effect. If you give notice under this clause 2.3, the previous version of the Terms will apply to your access to and use of the Service during the notice period. If you do not exercise your termination right under this clause, and you continue to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.

## 3. INTERPRETATION

In these Terms:

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the [insert name] Software. Your Confidential Information includes the Data.

Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Service.

Fees means the applicable fees set out on our pricing page on the Website at [insert link] or as agreed otherwise in writing between you and us, as may be updated from time to time in accordance with clause 7.4.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- a lack of funds for any reason

Including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

A party includes that party's permitted assigns.

Permitted Users means your personnel who are authorized to access and use the Service on your behalf in accordance with clause 5.3.

A person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

Personal information means information about an identifiable, living person.

Service means the service having the core functionality described on the Website, as the Website is updated from time to time.

Software means the software owned by us (and our licensors) that is used to provide the Service.

Start Date means the date that you [set up an account / first access or use the Service].

Terms means these terms titled SaaS terms of use.

Underlying Systems means the Software, IT solutions, systems and networks (including software and hardware) used to provide the Service, including any third party solutions, systems and networks.

We, us or our means eGrabber Inc, of San Jose, CA, USA.

Website means the internet site at [app.egrabber.com](http://app.egrabber.com), or such other site notified to you by us.

Year means a 12-month period starting on the Start Date or the anniversary of that date.

You or your means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

## **4. PROVISION OF SERVICE**

4.1 We will use reasonable efforts to provide the Service:

- a. IN ACCORDANCE WITH THESE TERMS
- b. EXERCISING REASONABLE CARE, SKILL AND DILIGENCE; AND
- c. USING SUITABLY SKILLED, EXPERIENCED AND QUALIFIED PERSONNEL

4.2 Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.

4.3 Subject to clause 4.4, We will use reasonable efforts to ensure the Service is available during normal business hours in USA. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We will use reasonable efforts to publish on the Website and/or notify you by email advance details of any unavailability.

4.4 Through the use of web services and APIs, the Service interoperates with a range of third party service features. We do not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.

## **5. YOUR OBLIGATIONS**

5.1 You and your personnel must:

- a. USE THE SERVICE IN ACCORDANCE WITH THESE TERMS SOLELY FOR:
  - i. your own internal business purposes;
  - ii. lawful purposes (including complying with the laws related to Unsolicited Electronic Messages)
- b. NOT RESELL OR MAKE AVAILABLE THE SERVICE TO ANY THIRD PARTY, OR OTHERWISE COMMERCIALY EXPLOIT THE SERVICE.

5.2 When accessing the Service, you and your personnel must:

- a. NOT IMPERSONATE ANOTHER PERSON OR MISREPRESENT AUTHORIZATION TO ACT ON BEHALF OF OTHERS OR US;
- b. CORRECTLY IDENTIFY THE SENDER OF ALL ELECTRONIC TRANSMISSIONS;
- c. NOT ATTEMPT TO UNDERMINE THE SECURITY OR INTEGRITY OF THE UNDERLYING SYSTEMS;
- d. NOT USE, OR MISUSE, THE SERVICE IN ANY WAY WHICH MAY IMPAIR THE FUNCTIONALITY OF THE UNDERLYING SYSTEMS OR IMPAIR THE ABILITY OF ANY OTHER USER TO USE THE SERVICE;
- e. NOT ATTEMPT TO VIEW, ACCESS OR COPY ANY MATERIAL OR DATA OTHER THAN:
  - i. that which you are authorized to access; and
  - ii. to the extent necessary for you to use the Service in accordance with these Terms; and
- f. NEITHER USE THE SERVICE IN A MANNER, NOR TRANSMIT, INPUT OR STORE ANY DATA, THAT BREACHES ANY THIRD PARTY RIGHT (INCLUDING INTELLECTUAL PROPERTY RIGHTS AND PRIVACY RIGHTS) OR IS OBJECTIONABLE, INCORRECT OR MISLEADING.

5.3 Without limiting clause 5.2, no individual other than a Permitted User may access or use the Service. You may authorize any member of your personnel to be a Permitted User, in which case you must provide us with the Permitted User's name and other information that we reasonably require in relation to the Permitted User. You must procure each Permitted User's compliance with clauses 5.1 and 5.2 and any other reasonable condition notified by us to you. A breach of any of these Terms by your personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of these Terms by you.

5.4 You are responsible for procuring all licenses, authorizations and consents required for you and your personnel to use the Service, including to use, store and input Data into, and process and distribute Data through, the Service.

5.5 We are not affiliated or connected in any manner to any third-party web sites and search engines, including but not restricted to, online directories, listings, job boards, yellow pages and white pages directories. We recommend that you read license agreements of these third-party web sites and ensure you do not violate any Government Laws or rules of the third-party web sites before using the Software. You agree that we are not responsible for any such violations committed by you using the Software.

5.6 Our Software, should be viewed as a smart copy-paste tool that captures data that is in the public domain & web. We do not own the data we capture from web & public domain – as such we can't offer any usage rights. Your company needs to make a determination as to what rights you have to data that you capture on the web and act accordingly.

5.7 We will not be liable if your web site or emails are blocked because of actions taken by this Software on your behalf. The Software could fail occasionally, even though it performs as expected most of the time. You are expected to monitor periodically to ensure the Software is performing as expected by you.

5.8 It is your responsibility to make sure you have the relevant email opt-in permissions, before using this Software to send emails.

5.9 We recommend that you acknowledge and agree to the Software usage limits as described in the product FAQs of our web site ([www.egrabber.com](http://www.egrabber.com)). This includes, but not limited to, grabbing, appending and validating contact information. We will not be liable if your access, or the access of other users on your network, to third party web sites and search engines is blocked because of actions taken by this Software on your behalf. We caution that you use this Software in moderation. You should use it in much the same way as you would use an assistant who gets the data for you. Some third-party sites have daily limits on how many contacts you can grab per day or per given period. We recommend that you not to exceed such grabbing limits when using this Software. We are constantly optimizing the Software usage limits to provide the best usage for you. You acknowledge and agree that the Software usage limits will change from time to time without prior notice to you.

5.10 It is your responsibility to make sure you have the relevant rights to capture and store the data the way you plan to, before using this Software. Some web sites and portals prohibit the use of automated capture tools to capture data, and other sites place restrictions on how captured data can be used. This agreement expressly prohibits the use of this Software to capture data from such web sites and documents, as well as using such captured data in a manner where it is illegal to do so. We can offer you no opinions on the legality of capturing any data, even if capability to capture such data is included in this Software.

## **6. DATA**

6.1 You acknowledge that :

- a. WE MAY REQUIRE ACCESS TO THE DATA TO EXERCISE OUR RIGHTS AND PERFORM OUR OBLIGATIONS UNDER THESE TERMS; AND
- b. TO THE EXTENT THAT THIS IS NECESSARY BUT SUBJECT TO CLAUSE 9, WE MAY AUTHORIZE A MEMBER OR MEMBERS OF OUR PERSONNEL TO ACCESS THE DATA FOR THIS PURPOSE.

6.2 You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 6.1.

6.3 You acknowledge and agree that:

- a. WE MAY :
  - i. use Data and information about your use of the Service to generate anonymized and aggregated statistical and analytical data (Analytical Data); and
  - ii. use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
  - iii. supply Analytical Data to third parties;
- b. OUR RIGHTS UNDER CLAUSE 6.3AII AND III ABOVE WILL SURVIVE TERMINATION OR EXPIRY OF THESE TERMS; AND
- c. TITLE TO, AND ALL INTELLECTUAL PROPERTY RIGHTS IN, ANALYTICAL DATA IS AND REMAINS OUR PROPERTY.

6.4 You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your agent for the purposes of any applicable privacy laws. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms.

6.5 While we will take standard industry measures to back up all Data stored using the Service, you agree to keep a separate back-up copy of all Data uploaded by you onto the Service.

6.6 You agree that we may store Data (including any personal information) in secure servers in USA and may access that Data (including any personal information) in overseas territories of India and USA from time to time.

6.7 You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

## **7. FEES AND REFUNDS**

7.1 You must pay us the Fees

7.2 Unless otherwise specified in an Order and subject to the Product, or Support continuing to be generally available, a Subscription Term will automatically renew at Our then current rates for: (i) if Your prior Subscription was for a period less than twelve (12) months, another Subscription Term of a period equal to Your prior Subscription Term, or (ii) if Your prior Subscription Team was for twelve (12) months or more, twelve (12) months. Either party may elect not to renew a Subscription Term by giving notice to the other party before the end of the current Subscription Term. Customer must provide any notice of non-renewal through account settings in the Products, by contacting Our support team or by otherwise providing us notice.

7.3 If You use a credit card or similar online payment method for its initial Order, then we may bill that payment method for renewals, additional Orders, overages to scopes of use, and unpaid fees, as applicable.

7.4 We may increase the Fees by giving at least [30] days' notice. If you do not wish to pay the increased Fees, you may terminate these Terms and your right to access and use the Service on no less than [10] days' notice, provided the notice is received by us before the effective date of the Fee increase. If you do not terminate these Terms and your right to access and use the Service in accordance with this clause, you are deemed to have accepted the increased Fees.

7.5 We offer fully functional trial versions for the users to evaluate if the Software's functionality is suitable. As such, We have a 'no refund' policy. However, if there are extenuating circumstances where we determines some refund is due, the following formula will be used.

a. If subscription is based on total usage count of any type – No refund will be due if more than 30% of usage count was used. If the usage was less than 30%, the formula given below under "If subscription is NOT based on total usage count of any type" will be used. Example – if the subscription had a 4,000 annual limit. Refunds will be due only if usage was less than 1,200 (30% of 4,000).

b. If subscription is NOT based on total usage count of any type – For refund computation, the monthly usage cost will be computed at 33% of the annual published MSRP for the product. The entire annual subscription cost of the Software is amortized within the first 3 month term for computing the refund. No refund will be due under any circumstances upon expiration of 3 months. Only the unused portion of the first 3-month term will be eligible for a refund. The term of usage is assumed to begin on the date the Software was first accessed or 10 days from date of subscription purchase, whichever is earlier and ends the day the refund requested. The annual subscription price paid by you will be taken as the basis for such calculation. Example – if the annual MSRP of the product was \$3,495 (regardless of what you paid). Usage will be computed at \$1,153 (33% of \$3,495) for refund computation of unused amount. The usage amount will be deducted from the actual amount paid (not any listed price). No refund will be due for monthly subscriptions of any sort.

c. **SUBSCRIPTION EXTENSION:** For Prompt Reporting of Grab Failure - If "Grab" command, on a website you have been leveraging regularly, fails to grab the data we advertise, you will be eligible for subscription extension on the days you report While Not Working. No credit will be given if you report after the failure is fixed. To get an extension, you must send a written email to support@egrabber.com with the exact URL and nature of failure you are currently experiencing. As a courtesy your Software subscription will be extended by the days you tried & reported as not working, if we can verify that the website is functional and all required data is provided but the failure is in the Software and is deemed fixable. (Some problems are not fixable such as text now appearing as image).

You will receive written notification of subscription extension within 2 business days. You cannot claim subscription extension, if you do not report the problem in writing on days of attempted Grab usage and failure. We have no control on what content websites provide and in what formats they provide the data. They could provide different fields, present data in the form of images, information in several formats or information not accessible via copy command or place other restrictions. As part of this agreement, we are only committed to support sites, fields and formats as they existed and supported by the Software at time of your purchase. If you need support for substantially new formats, we might be able to develop custom drivers at an additional cost.

## 8. INTELLECTUAL PROPERTY

8.1 Subject to clause 9.2, title to, and all Intellectual Property Rights in, the Service, the Website, and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

8.2 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.

8.3 To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual license to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Service.

8.4 If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together **feedback**):

a. ALL INTELLECTUAL PROPERTY RIGHTS IN THAT FEEDBACK, AND ANYTHING CREATED AS A RESULT OF THAT FEEDBACK (INCLUDING NEW MATERIAL, ENHANCEMENTS, MODIFICATIONS OR DERIVATIVE WORKS), ARE OWNED SOLELY BY US; AND

b. WE MAY USE OR DISCLOSE THE FEEDBACK FOR ANY PURPOSE.

8.5 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.



## **9. CONFIDENTIALITY**

9.1 Each party must, unless it has the prior written consent of the other party:

- a. KEEP CONFIDENTIAL AT ALL TIMES THE CONFIDENTIAL INFORMATION OF THE OTHER PARTY;
- b. EFFECT AND MAINTAIN ADEQUATE SECURITY MEASURES TO SAFEGUARD THE OTHER PARTY'S CONFIDENTIAL INFORMATION FROM UNAUTHORISED ACCESS OR USE; AND
- c. DISCLOSE THE OTHER PARTY'S CONFIDENTIAL INFORMATION TO ITS PERSONNEL OR PROFESSIONAL ADVISORS ON A NEED TO KNOW BASIS ONLY AND, IN THAT CASE, ENSURE THAT ANY PERSONNEL OR PROFESSIONAL ADVISOR TO WHOM IT DISCLOSES THE OTHER PARTY'S CONFIDENTIAL INFORMATION IS AWARE OF, AND COMPLIES WITH, CLAUSES 9.1A AND 9.1B.

9.2 The obligation of confidentiality in clause 9.1 does not apply to any disclosure or use of Confidential Information:

- a. FOR THE PURPOSE OF PERFORMING A PARTY'S OBLIGATIONS, OR EXERCISING A PARTY'S RIGHTS, UNDER THESE TERMS;
- b. REQUIRED BY LAW (INCLUDING UNDER THE RULES OF ANY STOCK EXCHANGE);
- c. WHICH IS PUBLICLY AVAILABLE THROUGH NO FAULT OF THE RECIPIENT OF THE CONFIDENTIAL INFORMATION OR ITS PERSONNEL;
- d. WHICH WAS RIGHTFULLY RECEIVED BY A PARTY FROM A THIRD PARTY WITHOUT RESTRICTION AND WITHOUT BREACH OF ANY OBLIGATION OF CONFIDENTIALITY; OR
- e. BY US IF REQUIRED AS PART OF A BONA FIDE SALE OF OUR BUSINESS (ASSETS OR SHARES, WHETHER IN WHOLE OR IN PART) TO A THIRD PARTY, PROVIDED THAT WE ENTER INTO A CONFIDENTIALITY AGREEMENT WITH THE THIRD PARTY ON TERMS NO LESS RESTRICTIVE THAN THIS CLAUSE 9.

## **10. WARRANTIES AND REMEDIES, AND DISCLAIMERS**

10.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms

10.2 SaaS Services. We warrant that during the Term the SaaS Services will perform substantially in accordance with the Documentation. As your exclusive remedy and our sole liability for breach of the warranty set forth in this Section 10.2, (i) we shall correct the non-conforming SaaS Services at no additional charge to Customer, or (ii) in the event we are unable to correct such deficiencies after good-faith efforts and within a commercially reasonable timeframe, you shall be entitled to terminate the applicable SaaS Services and we will refund you a pro-rata portion of any prepaid fees attributable to

the defective SaaS Services paid by you to us from the date we received the notice contemplated in the next sentence. To receive warranty remedies, you must promptly report deficiencies in writing to us, but no later than ten (10) days of the first date the deficiency is identified by you. The warranty set forth in this Section 10.2 shall apply only if the applicable SaaS Services has been utilized in accordance with the Documentation, this SaaS Agreement, and applicable law.

10.3 DISCLAIMER: EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. WE DO NOT WARRANT THAT THE SAAS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY REGARDING ANY NON- EGRABBER APPLICATION WITH WHICH THE SAAS SERVICES MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 10 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS SAAS AGREEMENT.

## **11.LIABILITY**

11.1 Our maximum aggregate liability under or in connection with these Terms or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by you relating to the Service in the previous Year (which in the first Year is deemed to be the total Fees paid by you from the Start Date to the date of the first event giving rise to liability). The cap in this clause 11.1 includes the cap set out in clause 10.2.

11.2 Neither party is liable to the other under or in connection with these Terms or the Service for any:

- a. LOSS OF PROFIT, REVENUE, SAVINGS, BUSINESS, USE, DATA (INCLUDING DATA), AND/OR GOODWILL; OR
- b. CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND

11.3 Clauses 11.1 and 11.2 do not apply to limit our liability under or in connection with these Terms for:

- a. PERSONAL INJURY OR DEATH;
- b. FRAUD OR WILFUL MISCONDUCT; OR

11.4 Clause 11.2 does not apply to limit your liability:

- a. TO PAY THE FEES;
- b. UNDER THE INDEMNITY IN CLAUSE 6.7; OR
- c. FOR THOSE MATTERS STATED IN CLAUSE 11.3A TO 11.3C

11.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel

11.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Service.

11.7 LIMITATION OF LIABILITY - IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM AMOUNT OF USD100.

## **12.TERM, TERMINATION AND SUSPENSION**

12.1 Unless terminated under this clause 12, these Terms and your right to access and use the Service:

- a. STARTS ON THE START DATE; AND
- b. CONTINUES UNTIL A PARTY GIVES AT LEAST 30 DAYS' NOTICE THAT THESE TERMS AND YOUR ACCESS TO AND USE OF THE SERVICE WILL TERMINATE ON THE EXPIRY OF THAT NOTICE.

12.2 Subject to clauses 2.3 and 7.4, if the subscription option you have selected includes a minimum initial term, the earliest date for termination under clause 12.1 will be the expiry of that initial term.]

12.3 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party:

- a. BREACHES ANY MATERIAL PROVISION OF THESE TERMS AND THE BREACH IS NOT:
  - i. remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
  - ii. capable of being remedied; or
- b. BECOMES INSOLVENT, LIQUIDATED OR BANKRUPT, HAS AN ADMINISTRATOR, RECEIVER, LIQUIDATOR, STATUTORY MANAGER, MORTGAGEE'S OR CHARGEES AGENT APPOINTED, BECOMES SUBJECT TO ANY FORM OF INSOLVENCY ACTION OR EXTERNAL ADMINISTRATION, OR CEASES TO CONTINUE BUSINESS FOR ANY REASON

12.4 You may terminate these Terms and your right to access and use the Service in accordance with clauses 2.3 and 7.4.

12.5 We reserve the right to automatically suspend or terminate this agreement where it is no longer viable to support you, at our sole discretion. You will be eligible for refund only for the unused amount of your subscription based on the formula stated in 7.5.

12.6 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.

12.7 On termination of these Terms, you must pay all Fees for the provision of the Service prior to that termination.

12.8 No compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid.

12.9 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms but subject to clause 12.9, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

12.10 At any time prior to one month after the date of termination, you may request:

- a. A COPY OF ANY DATA STORED USING THE SERVICE, PROVIDED THAT YOU PAY OUR REASONABLE COSTS OF PROVIDING THAT COPY. ON RECEIPT OF THAT REQUEST, WE MUST PROVIDE A COPY OF THE DATA IN A COMMON ELECTRONIC FORM. WE DO NOT WARRANT THAT THE FORMAT OF THE DATA WILL BE COMPATIBLE WITH ANY SOFTWARE; AND/OR

12.11 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit or remove the relevant Data if we consider that you or any of your personnel have:

- a. UNDERMINED, OR ATTEMPTED TO UNDERMINE, THE SECURITY OR INTEGRITY OF THE SERVICE OR ANY UNDERLYING SYSTEMS;
- b. USED, OR ATTEMPTED TO USE, THE SERVICE:
  - i. for improper purposes; or
  - ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
- c. TRANSMITTED, INPUTTED OR STORED ANY DATA THAT BREACHES OR MAY BREACH THESE TERMS OR ANY THIRD PARTY RIGHT (INCLUDING INTELLECTUAL PROPERTY RIGHTS AND PRIVACY RIGHTS), OR THAT IS OR MAY BE OBJECTIONABLE, INCORRECT OR MISLEADING; OR

d. OTHERWISE MATERIALLY BREACHED THESE TERMS

- i. for improper purposes; or
- ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;

## 13.DISCLAIMERS

13.1 DISCLAIMER ON ACCURACY - We do not guarantee results found by this Software to be 100% accurate. These results are only our Software's best guess based on information analyzed at the time of search. This Software does not conduct an extensive search or analysis of all available information on the Internet. The Software only conducts analysis on a small sample of documents to make a guess. One reason why this Software cannot guarantee accurate results is because there are many similar names of people, universities, hospitals, companies, cities, locations and institutions. It is quite possible that two people can have similar foot prints of contact information on the Internet. As such, it is sometimes difficult to distinguish which contact information corresponds to each person. You are advised not to use the results AS IS. We recommend that you verify through alternate channels the validity of data being provided by the Software before using it in any manner. The results found by this Software may seem inconsistent for the same search conducted at different times. The Software relies on various search engines and web sites to aggregate information from the Internet. We do not control the data on these search engines and third-party web sites. As such, the Software will not be able to guarantee the same results at all points of time. We are constantly innovating to provide the best possible experience for you. You acknowledge and agree that the form and nature of the results provided and the user interface will change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that we may stop (permanently or temporarily) supporting the Software (or any features within the Software) at our sole discretion, without prior notice to you. You may stop using the Software at any time by unregistering the Software and informing us. You will be entitled to a refund as per the refund policy set forth in this document.

## 14.GENERAL

14.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.

14.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.

14.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.

14.4 Subject to clause 6.4, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.

14.5 These Terms, and any dispute relating to these Terms or the Service, are governed by and must be interpreted in accordance with the laws of California State, USA. Each party submits to the non-exclusive jurisdiction of the Courts of Santa Clara County, California, USA in relation to any dispute connected with these Terms or the Service.

14.6 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 6.7, 8, 9, 11, 12.6 to 12.9 and 13.6, continue in force.

14.7 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

14.8 Subject to clauses 2.1 and 7.4, any variation to these Terms must be in writing and signed by both parties.

14.9 These Terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date.

14.10 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.

If you have any questions concerning this Agreement, or if you desire to contact us for any reason, please contact in writing.

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