ACCEPTANCE OF THE TERMS OF SERVICE

These Terms of Service contain the terms and conditions that govern all use of the web-based application named "abc search" (hereinafter: the Application) and all content, services and/or products available on or through the Application.

The usage of the Application is subject to the acceptance, without modification, of all of the terms and conditions contained herein, as well as any and all terms of policies incorporated herein by reference, including our Privacy Policy, and all other operating rules, policies, guidelines and any future modifications thereof, and procedures that may be published from time to time on our web-page or made available on or through the Application (collectively, the Terms).

By registering to the Application and accepting the Terms, you represent and warrant that you have the legal authority to enter into these Terms on behalf of yourself or the organization or the company you are subscribing to the Application (hereinafter: the Client).

The Application is intended for professional use.

Further, you warrant that the Client has been duly incorporated and is in good standing, that the Client is not registering to the Application for the purpose to monitor the availability, performance or functionality of the Application, or for other benchmarking or competitive purposes.

You also warrant that you are a human. Accounts registered by "bots" or other automated methods are not permitted. You must provide your legal full name, a valid email address, and any other information requested in the registration form in order to complete the registration process.

You may not use the Account, or the Application or the Content (including Search Results) for any illegal or unauthorized purpose. You must not, in the use of the Application or the Content, violate any laws in your jurisdiction or the laws of any jurisdiction under which the use of the Application or the Content may be governed.

Please read these Terms carefully. By registering to, accessing, browsing and/or otherwise using the Application, you acknowledge that you have read, understood, and agreed to be bound by these Terms on behalf of the Client. If you do not agree to be bound by these Terms, do not access, browse or otherwise use the Application.

The Supplier may, in its sole discretion, decide to suspend or terminate access to, or use of the Application to anyone who violates these Terms.

When registering to the Application you are required to accept these Terms. Your registration request will then be reviewed by the Supplier. Provided the Supplier approves your request you will receive details of the Account. The Terms will hence become a legally binding contract between the Client and the Supplier, exclusively stipulating the rights and obligations between the Supplier and the Client in relation to and arising from the usage of the Application. The Supplier is not obliged in any way to approve your registration request and may deny it in its sole discretion.

TERMS OF SERVICE

The original language of these Terms is English. Supplier may make available translations of the Terms. In case of conflicts between the English version and any translation, the English version shall prevail.

1. Definitions

Account	the primary means for accessing and using the Application by the Client;
Additional Terms	provisions applicable to the Client's use of a particular Feature as indicated by the Supplier in relevant areas of the Application;
Application	the web-based software solution "abc search";
Beta Service	a Feature or functionality of the Application that is in development or has not been released as a final product which Supplier has made available to Client for testing and evaluation;
Client	a person who has entered into these Terms with the Supplier;
Client Data	files and any other digital data and information, which are entered or uploaded to the Application Modules by the Client to conduct searches on subjects of interest;
Contact Information	data that are submitted by the Client in the Account registration form and in the Application;
Content	any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments, save for Client Data and Contact Information
Credit Plan	a monthly subscription plan to purchase credits that are required to conduct searches in any of the Modules;
Feature	a function or set of functions providing a particular capability within the Application as determined by the Supplier;
Guidelines	additional guidelines or rules applicable to specific Features, applications, products, or services which may be posted from time to time on the Supplier's Web Site or otherwise made available on or through the Application;
Login Credentials	username and password to access an Account by a User;
Materials	the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Application, excluding Content;
Modules	integral parts of the Application that can be used independently, with specific Features and Content as described in their respective Schedules to these Terms;
Search Results	the Content matching the Client Data when performing a search, recorded in a data file and/or displayed in the respective Module of the Application;
Special Terms	any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms;
Supplier	ABC Transparency GmbH, Bösch 82, 6331 Hünenberg, Switzerland;
System	the integrated cloud computing solution for providing the Application, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith;
User	a natural person authorised by the Client to use the Account;
Web Site	the compilation of all web documents (including images, php and html files) made available via www.abctransparency.com or its sub domains or domains with identical names under other top domains and owned by the Supplier.

2. Account

2.1 Opening of an Account

Once the Account is opened the link to the Application and the respective Login Credentials are sent to the email address as provided in the Contact Information.

The Client is solely responsible for keeping the Login Credentials confidential and shall promptly notify the Supplier of their disclosure, loss or unauthorized use.

2.2 Hosting Platforms

The Application is hosted by the following server providers:
- Amazon Web Services (AWS) EMEA SARL, server location UK.

All server providers provide their services in a high security data centre and are ISO 27001 certified.

The Account is opened in the Application hosted by the server provider selected by the Client in the registration form.

The Supplier may, at its own discretion, replace any server provider. The replacement shall have the same server location and ISO 27001 certification. The Client shall be notified of such replacement within the Application.

2.2 User

A User is deemed to be authorized to act on behalf of the Client when using the Account. The Supplier is not responsible for and shall have no liability for verifying the validity of the Authorization of any User. However, the Supplier may, in its discretion, request additional information or proof of the person's credentials. If the Supplier is not certain if a User has been granted Authorization, the Supplier may, in its sole discretion, prevent such a User from accessing the Application.

The Client and any User associated with the Account must provide true, accurate, current, and complete Contact Information in the registration form and keep them up to date in the Application.

2.3 Account Abuse

If the Supplier determines that the Client's usage of the Application is outside of the permitted or intended use as outlined in the Terms, or bandwidth usage of the Application or any Features or functionality to be significantly excessive in relation to other Users, the Supplier reserves the right to suspend the Client's Account (or part thereof by limiting access to specific Modules) until the Client assures the Supplier that it shall refrain from any such further abuse.

3. Usage and Payments

3.1 License

For the duration of the Account the Client has a limited, non-exclusive, non-transferable license to access and use the Application and its Modules.

The Client obtains a perpetual, non-exclusive and non-transferable license to use the Search Results.

3.2 Credits

Conducting searches in the Modules is subject to credit usage.

The information on the number of credits charged for searches in each of the Modules is provided in the Application.

The Client purchases credits by subscribing to a Credit Plan within the Application. The prices of the Credit Plans are provided in the Application and at this link: https://abctransparency.com/pricing/.

The Supplier may change the Credit Plans (price, duration, amount of credits) at its own discretion. Any such changes will become effective for the active subscriptions only upon their renewal.

Once the payment of the selected Credit Plan is successfully processed, the Account is allocated the corresponding amount of credits. The credits may only be used within one month of their allocation to the Account; the remaining credit balance expires at the end of the said time period, is non-refundable and non-transferrable.

The subscription to the selected Credit Plan renews automatically, provided its payment is successfully processed at the time of the renewal.

The Client can renew the subscription or cancel it at any time. In case of a renewal the Credit Plan is renewed on the same day once the payment has been successfully processed and the remaining credit balance is added to the newly allocated credits. In case the Client cancels the subscription, the remaining credit balance remains available for usage until the end of the current subscription time period, when the Credit Plan terminates.

3.3 Payments

Payments for Credit Plans are conducted and processed through the third-party payment platform Stripe, Inc. subject to the Client's acceptance of the latter's terms and conditions.

4. Availability and Development

4.1 Application Availability and Technical Support

The Client shall inform the Supplier's technical support forthwith in writing (per email) of any Application failure of any sort. The Supplier shall provide reasonable technical support to the Client and its Users. The Supplier shall respond to enquiries of support from the Client utilizing the contacts set forth below as soon as reasonably possible.

The contacts for all enquiries of support are:
e-mail: support@abctransparency.com

The Supplier shall use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for (i) planned downtime for regular maintenance (which shall be announced in the Application at least three (3) business days prior to the planned maintenance), and (ii) any unavailability caused by circumstances beyond reasonable control of the Supplier.

The Supplier provides no warranty regarding the Application's availability. In case the Application's availability falls below 99% (calculated on a monthly basis, between midnight and midnight on all days, including scheduled as well as unscheduled maintenance and excluding circumstances of force majeure), the subscription fee for the Credit Plan shall be reduced proportionally to the off-line time. For this amount, the Supplier shall issue a credit to the Client after the Application is available again. The credit shall be offset with the subscription fee for the following subscription period. If the subscription is not renewed, the Supplier shall reimburse the Client the specified amount no later than 30 (thirty) days after the termination of the Credit Plan.

4.2 Modifications to the Application

The Supplier reserves the right to modify the Application or any of its Modules from time to time without prior notice, including, without limitation:
- rebranding the Application at its sole discretion;
- ceasing providing or discontinuing the development of the Application or any of its Modules temporarily or permanently;
- taking such action as is necessary to preserve the Supplier's rights upon any use of the Application that may be reasonably interpreted as a violation of the Supplier's intellectual property rights, distribution of internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, the Client may be notified of such modifications when logging in to the Account.

The Supplier shall not be liable to the Client or to any third party for any modification, suspension or discontinuance of the Application, or any of its Modules, in whole or in part.

4.3 Additional Features

The Supplier may from time to time make additional Features available through the Application, which may be subject to Additional Terms. The Client's use of any such Feature is subject to its acceptance of Additional Terms presented within the relevant Feature or these Terms.

4.4 Beta Services

The Supplier may offer certain Features of functionality for the purpose of testing and evaluation ("Beta Service" or "Beta Services"). The Supplier reserves the right to discontinue fully or partially, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to the Client. The Client agrees that the Supplier will not be liable to the Client or to any third party for any harm related to, arising out of the Client's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

5. Client Data

5.1 Client's Responsibility

The Client is solely responsible for ensuring that:
- the Client and any of the Users associated with the Account do not create, transmit, upload or make otherwise available any Client Data that is harmful (for example viruses, worms, malware and other destructive codes) or otherwise unlawful; and
- the Client and all the Users associated with the Account have the necessary rights to use and process the Client Data, including their insertion into and processing by the Application and its Modules.

5.2 Protection of Client Data

The Supplier maintains administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the Client Data by the Supplier personnel except (a) to provide the Application services and prevent or address service or technical problems, (b) as compelled by law (Compelled Disclosure), or (c) as the Client expressly permits in writing.

The Supplier may disclose the Client Data when compelled by law to do so (Compelled Disclosure). In such instance, the Supplier will use commercially reasonable efforts to provide the Client with a prior notice of the Compelled Disclosure (to the extent legally permitted) and the Client shall provide reasonable assistance, at its cost, if the Client wishes to contest the disclosure. If the Supplier is compelled by law to disclose the Client Data as part of a civil proceeding to which the Supplier is a party, and the Client is not contesting the disclosure, the Client will reimburse the Supplier for its reasonable cost of compiling and providing secure access to that Client Data.

5.3 Conducting Searches in Modules

The types of Client Data required to perform searches in the Modules are described in their respective Schedules.

After receiving the input Client Data, the respective Module adds this data to the list of subjects of interest and immediately deletes the uploaded Client Data file permanently. The list of subjects of interest is encrypted using AES-CBC cipher and stored in the Application database. In relation to the Companies House Module the data on the subjects of interest are saved in the User's browser and in the Application database.

The Module performs the search for subjects of interest in the databases of the respective targeted sites. The Search Results are recorded in a data file and/or displayed in the Module.

In case the Search Results data file is generated, it is made available for download by the User immediately after the search is completed. After its download and no later than 10 minutes after its generation, the Search Results data file is permanently deleted from the Application server. In case of unsuccessful download or search the orphan files are detected and permanently deleted every 10 minutes. The list of subjects of interest is also permanently deleted from the Application server together with all temporary files. The data on a subject of interest for which an alarm has been set are encrypted and stored on the hosting server and are permanently deleted once the User deletes the alarm.

All searches in all the Modules, apart from searches using the alarm function and searches conducted in the Companies House Module, are performed using the memory (RAM) of the server and do not create any unencrypted files containing the data on the subjects of interest, except for the Search Result File. Every search creates temporary files that are encrypted and which are required to process the search query; the key is held by the Supplier.

For searches using the alarm function, the data on the subjects of interest are saved in the Application database for the purpose of conducting recurring searches. The data are permanently deleted as soon as the User disables the respective alarm.

The searches conducted in the Companies House Module are performed using the memory (RAM). When a search result entity is selected for a Connection Search, these data are saved in the User's browser and in the Application database. The data are permanently deleted from the latter after the search is completed. The User can also select to conduct a Connection Search in the background and save the results in the Application; in this case the data are permanently deleted when the User deletes the saved results in the Application.

The files are transferred using the standard POST method. All communication with the website of the Application, including file transfer, is encrypted using HTTPS ciphers.

6. Data Processing Contract

The Client is the controller of the personal data within the Client Data that are processed by the Application.

For the purposes of Article 28 of Regulation (EU) 2016/679 and its equivalent provisions under the UK GDPR, the Data Processing Agreement available at https://abctransparency.com/documents/ is hereby incorporated into these Terms and constitutes the data processing contract between the Client as the data controller and the Supplier as the data processor. The Client hereby instructs the Supplier to process the data as described in the Data Processing Agreement and these Terms.

For the purposes of the California Consumer Privacy Act and the California Privacy Rights Act and other privacy laws in the USA as they may apply, the Service Provider Contract available at https://abctransparency.com/documents/ is hereby incorporated into these Terms and constitutes the data processing contract between the Client as the business and the Supplier as the service provider. The Client hereby instructs the Supplier to process the data as described in the Service Provider Contract and these Terms.

7. Privacy Policy

The Supplier's Privacy Policy at https://abctransparency.com/documents/ is hereby incorporated into these Terms by reference. The Privacy Policy governs the Supplier's collection, use, and disclosure of the Contact Information.

8. Restrictions

8.1 Prohibited Activities

The Client and its authorized Users may use the Application and any part or element thereof only within the scope, with the means and for purposes as identified in these Terms and in compliance with the applicable laws and regulations. By way of example, neither the Client nor any User may:

- use the Application and/or the Content in violation of any laws or regulations of any jurisdiction under which the use of the Application and/or the Content may be governed, or entice or invite others to carry out such illegal actions;
- extract, reutilise, transmit, use, exploit, distribute, disseminate, copy, modify, store, create derivative works from, or in any other way exploit the Content, in whole or in part, directly or indirectly, for reselling purposes;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Application, or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under the applicable law, and (ii) to the extent that the Supplier is not permitted by that applicable law to exclude or limit the foregoing rights;
- endanger, interfere, compromise, or circumvent the privacy, use and/or security of the Application, including, without limitation, submit data or content that may contain viruses or other harmful components;
- use the Application or any part or element thereof unless it has agreed to these Terms.

8.2 Supplier's Consent

The Client or any User may not, without the Supplier's prior written consent:
- sell, resell, lease, license, sublicense the Application in whole or in part to any third person;
- use the Application or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created.

9. Intellectual Property Rights

9.1 Supplier's Intellectual Property Rights in the Application

The Application, Materials, the Supplier's trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by the Supplier and its third party vendors and hosting partners. Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. The Supplier, its affiliates and licensors retain all right, title and interest in the Application, Materials, the Supplier trade names and trademarks, and any parts or elements thereof. The use of the Application and Materials, and any parts or elements thereof does not grant the Client any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Materials is strictly prohibited unless a prior written permission from the Supplier or the otherwise applicable rights holder has been obtained. The Supplier reserves all rights to the Application, Materials and its trade names and trademarks not expressly granted in the Terms.

9.2 System Activity Data

The Client grants the Supplier the right to use and analyse aggregate system activity data associated with use of the Application by the Client and its Users for the purposes of optimizing, improving or enhancing the way the Application operates, and to create new Features and functionality in connection with the Application in the sole discretion of the Supplier.

9.3 Feedback

If the Client or a User provides the Supplier with any comments, bug reports, feedback, or modifications for the Application ("Feedback"), the Supplier shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Application.

The Client or User (as applicable) hereby grants the Supplier a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use the Feedback for any purpose.

10. Third-Party Sites, Products and Services

The Application and Search Results may include links to other websites or services ("Linked Sites") solely as a convenience to the Client. Unless otherwise specifically and explicitly indicated, the Supplier does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, the Supplier makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at the Client's own risk.

11. Disclaimers; No Warranty

Unless otherwise expressly stated by the Supplier, the Application, Material and any Content or Features made available in conjunction with or through the Application are provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, the Supplier and its affiliates disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary rights, correctness, completeness, accuracy, and reliability.

Unless otherwise expressly stated by the Supplier, the Supplier and its affiliates do not warrant that the Application and any Content or Features made available in conjunction with or through the Application will be uninterrupted or error-free, that defects will be corrected, or that the Application and any Content or Features made available in conjunction with or through the Application or the server that makes them available are free of viruses or other harmful components.

Unless otherwise expressly stated by the Supplier, the Supplier and its affiliates do not warrant or make any representations regarding the use or the results of the use of the Application, Material, Content or any Linked Sites, in terms of correctness, completeness, accuracy, reliability, or otherwise.

12. Indemnification

The Client agrees to defend, indemnify and hold the Supplier and its affiliates harmless, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Client's and/or User's use or misuse of the Application, Materials, Content, representations made to the Supplier, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. The Supplier reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Client is required to indemnify the Supplier, and the Client agrees to cooperate with such defence of these claims.

13. Liability

13.1 Exclusion of Liability

The Supplier shall not be liable to the Client or User for any consequences resulting from:
- any modifications in these Terms, the Application, Material, or any part or element thereof (including, but not limited to the Account and Modules), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Application or Material;
- deletion of, corruption of, or failure to store any Client Data;
- use of Client Data or Content by the Client or any of the Users associated with the Account;
- any disclosure, loss or unauthorized use of the Login Credentials;
- the Client's use of the Account or the Application by means of browsers other than those accepted or supported by the Supplier;
- the usage of the payment platform Stripe, Inc.;
- the application of any remedies against the Client or authorized Users by the Supplier, for example if the Client or User has committed a crime or conducted a breach of applicable law by using the Application or any part or element thereof;

- the differences between technologies and platforms used for access, for example if certain Features, functions, parts or elements of the Application are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- the Supplier's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, the Supplier and its affiliates shall not be liable to the Client for any claim by any User or third party against the Client arising out of the Client's failure to:
- provide the Supplier with accurate information about the Client, Users or Account;
- notify the Supplier of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
- ensure the lawfulness of the Client Data;
- obtain the necessary rights to process the Client Data and Content; or
- abide by any of the restrictions described in these Terms.

The Suppler and its affiliates shall not be liable to the Client or User for any loss of profits, revenues or goodwill, nor for any other indirect or consequential, exemplary, punitive or special damages, regardless of the form of action or the theory of recovery.

13.2 Limitation of Liability

In no event shall the aggregate liability of the Supplier and its affiliates arising out of or related to these Terms exceed the amount of payments made to the Supplier by the Client for the Credit Plans in the year preceding the loss event. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

14. Modifications of the Terms

The Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on its website and in the Application. Such amended Terms will become effective on the day of their posting in the Application.

The Client is obliged to check these Terms periodically for changes. Continued use of the Application after such changes have become effective constitutes the Client's binding acceptance of such changes.

15. Termination of the Terms

15.1 For Convenience

These Terms may be terminated by the Client with a written notice at any time with immediate effect.

The Supplier may terminate the Terms with a written notice upon decision to end providing the Application with a 1 (one) month notice period.

15.2 For Breach

These Terms may be terminated for breach upon written notice:
- by either party in case of breach of these Terms (including any Additional Terms) by the other party, if the breach has not been remedied within 30 days of receipt of a notice from the non-breaching party; or
- immediately by either party if the other party breaches its obligations, as applicable under sections Intellectual Property Rights, Indemnification, or Restrictions of these Terms.

15.3 Effect of Termination

Upon termination of these Terms, the Supplier shall deactivate the Account and permanently delete it within 30 (thirty) calendar days of its deactivation.

The Client is obliged to:
- stop using and prevent any further usage of the Application;
- discharge any liabilities incurred by the Client under these Terms prior to their termination.

In case of termination for convenience, the Client shall not be reimbursed for any remaining credits.

Intellectual Property Rights, the Client's perpetual license to use the Search Results, Indemnification, Liability, Governing Law and Jurisdiction provisions shall survive termination of the Terms.

16. Governing Law and Jurisdiction

The parties expressly and irrevocably agree that these Terms shall be governed by and construed in accordance with substantive laws of Switzerland excluding any conflict of law provisions (in particular but not limited to the Swiss Federal Statute on Private International Law (IPRG)) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Each party irrevocably agrees that any legal action, suit, or proceeding in any way arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of the city of Zug, Switzerland.

Use of the Application is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section.

17. Final Provisions

17.1. Reference

The Supplier may publicly name the Client as its customer and subscriber to the Application. For this sole purpose, the Supplier may use, during the validity of the Terms between the parties, the Client's name and/or logo and/or trademarks in connection with the Supplier's ordinary course of promotional, marketing and press release activities. The same applies for the Client and its right to list the Supplier's name and/or logo and/or trademarks on the Client's website or other marketing materials. Each party may request for its name/logo/trademarks be removed from the web site of the other party and from any further marketing materials.

The Supplier may request the Client to submit a review of the Application on https://www.g2.com/ (or a comparable platform) during the validity of the Terms between the parties.

17.2 Severability

If any provision of these Terms is determined or held to be illegal, invalid, unenforceable or void by any competent arbitral tribunal, court, or governmental or administrative authority, such provision shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention. The unaffected provisions of these Terms shall remain in full force and effect.

17.3 Entire Agreement

These Terms together with the Schedules represent the entire agreement between the Client and the Supplier regarding the Client's usage of the Application and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

17.4 Assignment

The Supplier is entitled to transfer rights and obligations under these Terms in whole or in part to a third party due to changes relating to its corporate structure and/or strategy. The Client shall approve and accept such a transfer in form and substance as required by the applicable law.

17.5 No Waiver

Unless otherwise provided in the Terms, failure of either party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

17.6 Notices

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and shall be delivered to the other party electronically. Any notices to the Client shall be delivered to it's the email address in the Contact Information; any notices to the Supplier shall be delivered to support@abctransparency.com.

ABC TRANSPARENCY GMBH
SWITZERLAND

SCHEDULE A

SANCTIONS SEARCH MODULE

The Module allows the User to search for subjects of interest in publicly available sanctions lists (hereinafter: Linked Sites or Targeted Sites). The Targeted Sites available are listed in the Module.

The User performs searches by entering the following Client Data regarding the subject of interest into the Module:
- first name and family name – mandatory;
- year of birth – optional.

The User enters the Client Data either in the provided Quick Search fields to conduct individual searches, or by uploading a data file in xlsx or csv format for simultaneous searches on multiple subjects of interest. The required structure of the upload data file is provided in a sample data file which is available for download in the Module.

SCHEDULE B

COMPANIES HOUSE MODULE

The Module allows the User to perform direct searches on subjects of interests in the Companies House and the Insolvency Service Registers (hereinafter: Linked Sites or Targeted Sites).

The User performs searches by entering the following Client Data regarding the subject of interest into the Module:
• name, company name, company number or address – mandatory;
• year of birth – optional (only when searching for natural persons).

The User enters the Client Data in the provided Quick Search fields. For searches in registrars other than Registrar of Companies the user can enter the Client Data also by uploading a data file in xlsx or csv format for simultaneous searches on multiple subjects of interest. The required structure of the upload data file is provided in a sample data file which is available for download in the Module.

Connection Search

This feature allows the User to conduct searches for connections between natural and/or legal persons in the Companies House Registrar.

The User performs such a search by selecting the two subjects of interest in the Registrar of Companies search (legal or natural). By clicking on the »Find Connection« button, the Connection Search site is activated, where the User sets the degrees of separation limit and can include resigned officer and inactive companies into search. The User can start the search and wait for the results or start the search and have the results saved in the Module.

SCHEDULE C

SWISS REGISTRIES

The Module allows the User to perform simultaneous and direct searches on subjects of interests (i.e. natural persons) for their active and deleted records in 28 commercial registries in Switzerland (hereinafter: Linked Sites or Targeted Sites).

The User performs searches by entering the following Client Data regarding the subject of interest into the Module:
- first name and family name – mandatory;
- city/town – optional.

The User enters the Client Data either in the provided Quick Search fields for individual searches, or by uploading a data file in xlsx or csv format for simultaneous searches on multiple subjects of interest (limited to 20 persons per upload file). The required structure of the upload data file is provided in a sample data file which is made available for download in the Module.

SCHEDULE D

MOTOR VEHICLES SEARCH MODULE

The Module allows the User to search for subjects of interest in publicly available records on various websites (hereinafter: Linked Sites or Targeted Sites). The Targeted Sites available are listed in the Module.

The User performs searches by entering the following Client Data regarding the subject of interest into the Module:
- VRM or VIN – mandatory;
- model – optional;
- make – optional.

The User enters the Client Data either in the provided Quick Search fields to conduct individual searches, or by uploading a data file in xlsx or csv format for simultaneous searches on multiple subjects of interest. The required structure of the upload data file is provided in a sample data file which is made available for download in the Module.

SCHEDULE E

SPORTS SEARCH MODULE

The Module allows the User to search for subjects' of interest publicly available records on various sports websites (hereinafter: Linked Sites or Targeted Sites) regarding subjects' of interest activities. The Targeted Sites available are listed in the Sports Search Module.

The User performs searches by entering the following Client Data regarding the subject of interest into the Module:
- first name and family name – mandatory;
- year of birth – optional;
- postal code of residence – optional.

The User may limit the search to a specific time period by entering the relevant time frame in the provided fields.

The accuracy estimate limit may be set so that the Search Results contain only persons with the set accuracy estimate score or higher. The accuracy estimate limit can only be set and activated if the User specifies the year of birth and/or the postcode of the subjects of interest.

The User enters the Client Data either in the provided Quick Search fields to conduct individual searches, or by uploading a data file in xlsx or csv format for simultaneous searches on multiple subjects of interest (tested with 60.000 input entries). The required structure of the upload data file is provided in a sample data file which is made available for download in the Module.

The Module can be accessed directly from Excel with a URL command, provided the User stays logged into the Account. When working with Excel spreadsheets, the User may create a URL command to conduct a search in the Sport Search Module and generate a corresponding link. The link will take the User to the Application where the search for the subject of interest is performed automatically.

Example of a URL command and link:
- URL command in Excel where family name is provided in A column, first name in B column, year of birth in C column, date from and date to in D and E columns respectively, postal code in F column and accuracy score limit in G column:

="https://search.abctransparency.com/?first_name="&B2&"&family_name="&A2&"&postal_code= "&F2&"&year_of_birth="&C2&"&date_from="&D2&"&date_to="&E2&"&accuracy_score_limit="&G2

- hyperlink URL command in I column:

=HYPERLINK(I2)

Accuracy Estimate

The Search Results contain an estimate of how likely it is that a person found on a Targeted Site is the subject of interest being searched for by the User. The accuracy estimate is a standard column in the Search Results data file.

The accuracy estimate score is calculated by comparing the following input attributes for a searched subject of interest with the attributes of the matching Content:
- name,
- year of birth or age group, and
- postcode distance.

Distance is measured between the postcode entered by the User for a searched subject of interest and the postcode of an athlete's home, team or club available on a Targeted Site.

The weighs for calculating the overall accuracy estimate score are predefined and can be adjusted by the User in the Application under Settings.

The accuracy estimate score is more reliable if the User enters all attributes for the searched subject of interest, including the latter's year of birth and postcode. However, the maximum accuracy estimate score also depends on whether a Targeted Site includes information on location, year of birth and/or age group. With the default weigh settings the maximum accuracy estimate scores range from 55% (Targeted Sites with least attribute data available) to 100% (Targeted Sites with all attribute data available).

<u>Setting the alarm</u>

The User may set an alarm for a subject of interest. The alarm will trigger each time a new corresponding record is available in the Content. A Search Results file with the coloured new data since setting the alarm is generated and made available for download by the User. The User is informed of the triggered alarm with a notification email. The number of active alarms is not limited. An alarm is disabled once the User deletes it in the Application.