

TERMS AND CONDITIONS OF USE

1. Introduction and Scope

- 1.1. The online platform, including all of its features and content (the **“Platform”**) is a service made available by iCOVER, a French SAS, registered with the Paris Commercial Registry under n°530 913 813, having its registered office located at 16 Rue Gaillon, 75002 Paris, France or any of its affiliated company (the **“Provider”**).
- 1.2. The Provider executes international verification information, Background Screening and Due Diligence operations services for and on behalf of its clients.
- 1.3. The user of the Platform (the **“User”**) agrees and confirms that your use of the Platform constitutes the User’s agreement to be bound by these terms and conditions of use (**“Terms of Use”**).
- 1.4. The Terms of Use shall apply no matter if there is an existing prior Agreement or other form of contractual relationship between Provider and the User or not.
- 1.5. The Platform shall be accessed and used only by Authorized Users as defined below. Any Users who do not meet the criteria for an Authorized User will be deemed Unauthorized Users whose further use of the Platform is strictly prohibited.
- 1.6. The Terms of Use shall apply when the Platform is accessed and used by any User, no matter if authorized or not.
- 1.7. The Provider may modify the Terms of Use from time to time. Unless the Provider indicates otherwise, modifications will be effective as of the date they are published on the Platform.
- 1.8. If any provision of the Terms of Use is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

2. Definitions

- 2.1. **« User »** means a person or company which has entered into a service agreement (**“Service Agreement”**) with the Provider and which has been granted access to the Platform for its

professional use with the express consent of Provider.

- 2.2. **« Authorized User »** means any natural person, employed by the User ; who is duly authorized by the User and the Provider to access and use the Platform for the purposes of performing the Service Agreement with the Provider.
- 2.3. **« Unauthorized User »** means any User who does not meet the criteria for an Authorized User. For avoidance of doubt an Unauthorized user may also be a former Authorized User which access has been denied, suspended or otherwise seized by the Provider.

3. Platform Software Limited License

- 3.1. Upon the acceptance of these Terms of Use and subject to the continuing compliance with the Terms of Use, the Provider grants to the User a nonexclusive, nontransferable, non-assignable, revocable, limited license right to access and use the Platform in accordance and within the limits of these Terms of Use and any additional guidelines provided by the Provider to the User.
- 3.2. In particular, any Authorized User may use the Platform for the purposes set out in the Service Agreement with Provider. This license is for the sole purpose of enabling User to act in accordance with the terms of the Service Agreement signed with Provider, in the manner permitted by these Terms of Use, by the applicable legislative acts and by any additional terms or guidelines provided by the Provider.
- 3.3. The Provider may terminate this license at any time for any reason.

4. Intellectual Property Rights

- 4.1. The Platform contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties.
- 4.2. The Platform is also protected as a collective work or compilation under copyright and other laws and treaties. The User agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or

restrictions contained on the Platform. The User acknowledges that the Platform contains original works that have been developed, compiled, prepared, revised, selected, and arranged by Provider through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of the Provider. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processed related thereto, including rights in and to all applications and registrations relating to the Platform shall at all times be and remain the sole and exclusive property of the Provider.

4.3. The trademarks, logos, taglines and service marks displayed on the Platform (collectively, the “**Trademarks**”) are registered and unregistered Trademarks of the Provider. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate the Provider’s sponsorship of or affiliation with any product, service, event or organization without the Provider’s prior express written permission. Provider acknowledges the Trademarks of other organizations for their respective products or services mentioned on the Platform. Any rights not expressly granted in these Terms of Use or on the IP Pages (if any) are reserved by Provider.

5. Restrictions on use of the Platform

5.1. The User shall not use or permit use of the Platform for any illegal purpose or in any manner inconsistent with the provisions of these Terms of Use and any further agreements concluded by the User and the Provider. If the User is or becomes a direct competitor to the Provider, the User may not access or use the Platform without the Provider’s explicit, advance, written consent, and then only for the purposes authorized in writing. An effective Service Agreement between the User and the Provider is considered such written consent.

5.2. By using the Platform, including any of the Provider’s service, the User specifically agree not to engage in any activity or transmit any

information that, in the Provider’s sole discretion:

- 5.2.1. Is illegal, or violates any applicable local or international law or regulation;
- 5.2.2. Advocates illegal activity or discusses illegal activities with the intent to commit them;
- 5.2.3. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- 5.2.4. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libellous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
- 5.2.5. Interferes with any other party’s use of the Platform;
- 5.2.6. Attempts to impersonate another person or entity;
- 5.2.7. Is commercial in a way that violates these Terms of Use;
- 5.2.8. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- 5.2.9. Accesses or uses the account of another user without permission;
- 5.2.10. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- 5.2.11. Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Platform, or the servers or networks connected to the Platform, or any of the Provider’s Services;
- 5.2.12. “Hacks” or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- 5.2.13. Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- 5.2.14. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Platform, except as expressly permitted in these Terms of Use, another arrangement between The User and Provider, or by law, unless and then only to the extent permitted by applicable law without consent;
- 5.2.15. Removes, circumvents, disables, damages or otherwise interferes with security-related

features, or features that enforce limitations on use of, the Platform;

- 5.2.16. Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Platform, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;
- 5.2.17. Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercializes any third party’s own materials stored on the Platform;
- 5.2.18. Uses the services for benchmarking, or to compile information for a product or service; or
- 5.2.19. Attempts to do any of the foregoing.

5.3. User shall not, and shall not permit others to, do the following with respect to the Provider’s services:

- 5.3.1. Use the Provider’s services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms of Use;
- 5.3.2. License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Provider’s services or the Provider’s then-current technical and functional documentation for the Provider’s services (“**Documentation**”) available for access by third parties except as otherwise expressly provided in these Terms of Use or reasonably expected; or
- 5.3.3. Access or use the Provider’s services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Provider’s Services or allow access by a direct competitor of Provider.

6. User Access Security

6.1. The User may upload on the Platform information about individuals and organizations, the Provider is committed to introduce and maintain security measures which protect the data stored and processed against any misuse and/or unauthorized access. Notwithstanding the above, the User must comply with the security requirements

described in this section and must introduce its own security requirements as specified below.

- 6.2. The User takes the full responsibility for implementation of its own security requirements.
- 6.3. The User is committed to introduce accurate information in order for the Provider to provide its service, any mistake will trigger the liability of the User solely.
- 6.4. Upon request of an authorized representative of an User which has concluded a Service Agreement with the Provider, the Provider activates or de-activates User ID and password for User, and provides User with guidance enabling User to work effectively on the Platform.
- 6.5. Each User is responsible for keeping safe and strictly confidential his/her/its identification codes, user names, passwords, for access to the Platform.
- 6.6. The Provider will deactivate inactive User IDs passed 45 days of inactivity. It is primary responsibility of a User which has concluded a Service Agreement with the Provider to request suspension of access to the Platform of Authorized Users who has access to the Platform for the purposes of such Service Agreement. Upon such suspension request, the Provider shall take reasonable steps to satisfy the request.
- 6.7. The Provider constantly monitors the usage of User’s IDs and passwords. All passwords are stored in an encrypted state to prevent unauthorized access. IDs and passwords and IP addresses may be changed or blocked from time to time by Provider to prevent unauthorized or suspicious access to services or misuse of its Platform. Based on the later and when applicable, the Provider reserves its right to deny login. If routine monitoring reveals significant reason for a deeper analysis, the Provider reserves the right to suspend the account and/or User’s ID, and/or conduct a comprehensive audit on the situation immediately without any notification to User.
- 6.8. The User agrees to take appropriate measures to protect its data in the Platform against any misuse and/or unauthorized access through any methods, including unauthorized access using User IDs or passwords. This includes implementing measures such as ensuring the appropriate use of screensavers (15-minute timeout maximum), not writing down passwords anywhere, not sharing User ID or password with anyone else, not sell the

Provider's solution, and promptly notifying Provider if the User has any reason to believe their authentication credentials have been compromised. Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to data stored in the Platform.

- 6.9. In the event that the User becomes aware or has reason to believe that sensitive data has been disclosed to or accessed by an unauthorized third party, the User will immediately give notice of such event to Provider. Furthermore, the User shall follow Provider's recommendations how to act and shall ensure compliance with applicable laws. User shall be responsible for any other legal obligations which may arise under applicable law in connection with such event of unauthorized access or disclosure of data.

7. Disclaimer of Warranties, Limitation of Liability, Indemnification

- 7.1. THE PLATFORM IS PROVIDED BY THE PROVIDER ON AN « AS IS » AND « AS AVAILABLE » BASIS. THE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS PLATFORM. THE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE USER EXPRESSLY AGREES THAT YOUR USE OF THIS PLATFORM IS AT YOUR SOLE RISK.
- 7.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF ANY NOTICE OF SUCH DAMAGES.
- 7.3. Provider shall not indemnify the User from any and all loss, liability, and expense incurred by the User as a result of any claim, demand, or action against the User based on, related to, or arising out of the usage of the Platform by or on behalf of the User.

8. Remedies for Violations

- 8.1. The Provider reserves the right to seek all remedies available at law and in equity for violations of the Terms of Use, including but not limited to the right to block access to the Platform and any of its features.

9. Privacy

- 9.1. The use of the Platform is subject to the Provider's privacy policy which can be accessed on the Platform at any time.

10. Enforceability

- 10.1. If any provision of these Terms of Use is determined to be void, illegal or unenforceable, it will be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of these Terms of Use as if it were originally included in these Terms of Use. In any event, the remaining provisions of these Terms of Use will remain in full force and effect.
- 10.2. When User and Provider have entered into an express Service Agreement other than these Terms of Use, all agreed clauses between the parties shall be interpreted in their interdependence and unanimity.

11. Waiver of Rights

- 11.1. Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act by any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

12. Governing Law and Jurisdiction

- 12.1. The interpretation and construction of the Terms of Use and all matters relating hereto, shall be governed by the laws of France, exclusive of conflicts of laws principles.
- 12.2. Any dispute relating to or arising from the interpretation, performance or termination of the Terms of Use shall be subject to the exclusive jurisdiction of the courts of Paris.