

WEB SHIELD TERMS AND CONDITIONS OF USE: ADDRESSREVEAL

This is a legally binding agreement between you and Web Shield. Please read it carefully before acceptance.

1. Definitions

For the purpose of these Terms:

- 1.1 "Web Shield", "we", "us" or "our" means Web Shield Limited with its registered office in London, address 207 Regent Street, Third Floor, W1B 3HH London, UK, doing business as Web Shield or any of its affiliates or subsidiaries.
- 1.2 "Customer", "Client", "you" or "your" means a natural person or a business entity using Services.
- 1.3 "Potential Client" means a natural person or a business entity that: (i) is not and were not the Customer of Web Shield in respect of AddressReveal and (ii) requested a test subscription described in the section 4 herein.
- 1.4 "Parties" means Web Shield and the Client.
- 1.5 "Agreement" means a legally binding agreement concluded between Web Shield and the Client consisting of this Terms together with the description of the AddressReveal and applicable Pricing Appendix.
- 1.6 "Terms" means these *Web Shield Terms and Conditions of Use: AddressReveal* applicable to the Services provided by Web Shield.
- 1.7 "Services" means the services to be provided by Web Shield under this Agreement.
- 1.8 "License" shall mean the licenses or sub-licences granted by Web Shield to the Client.
- 1.9 "AddressReveal" means the product deliver by Web Shield, used for verification of companies' address data which is based on third party data that is gathered by Web Shield, especially in order to facilitate so-called shell companies detection process. Based on the results provided by Web Shield, you get a probability score for the chosen address. The AddressReveal is a product created to conduct the queries in order to facilitate the customer due diligence process under Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (the "4th AML Directive").
- 1.10 "Web Shield Report" means the report created for the Client as a result of using Services provided by Web Shield; results may be provided via API or as a PDF file.
- 1.11 "Credits" means the virtual unit needed for the use of the product. The Customer chooses the number of Credits to be purchased from the possible packages offered by Web Shield.
- 1.12 "Web Shield Content Site" shall refer to the software, content, web pages, reports, tracking and management tools and other text, data or programs available for your use, viewing or downloading and which are accessible only by UserID and password at a unique URL.
- 1.13 "Customer Content" means any and all text, data and other materials supplied by or on behalf of you to us in connection with this Agreement for the purpose of providing the Services by Web Shield.
- 1.14 "Effective Date" means the date from which the Customer receives access to the Services. Effective Date may not be earlier than Web Shield receives payment for the Services.
- 1.15 "Test Subscription" means a one-time, free of charge opportunity to use the Services solely for the purpose of testing it.

2. Application scope. Accepting these Terms.

- 2.1 Deviating Terms and Conditions provided by the Customer will not become part of this Agreement unless they are expressly recognized by Web Shield in writing or text form. The provision of Services without any objection by Web Shield does not constitute an acceptance of the Customer's Terms and Conditions. These Terms apply solely to the Services by Web Shield.
- 2.2 These Terms must be accepted before using the Services. If you do not agree to these Terms, you may not use the Services. When you use the Services, you represent and warrant that you have the legal capacity to form a binding contract with us, and are doing so by your agreement to these Terms. These Terms were last updated and are effective as of the date first noted above. From time to time, and at our sole and absolute discretion, we may update these Terms.

3. Services, Fees and Payment

- 3.1 The specification of Services is determined by the Customer prior to the conclusion of the contract. Web Shield provides the Client with the comprehensive information regarding fees the chosen AddressReveal setup.
- 3.2 Credits purchased by the Client are valid for 12 months after Effective Date. The value of the Credits is set in accordance with the applicable Pricing Appendix. Purchased Credits are non-refundable.
- 3.3 Pursuant to the chosen AddressReveal setup, you agree to pay us for the chosen Services. The Pricing Appendix includes net prices. VAT will be added to the prices in the appropriate amount if applicable.
- 3.4 The payment dates applicable under this Agreement are as follows: all payments are due 10 days from receipt of invoice. If payments are not received within 10 days of invoice, Web Shield reserves the right to charge and Client agrees to pay a monthly interest on delay of 1 %. Web Shield reserves the right to restrict or terminate the access to the Web Shield Content Site until any non-disputed invoice amounts are paid. Payments shall be made by bank transfer. If payment is not made within 60 days, the Agreement will automatically expire.
- 3.5 We will provide you with a UserID and a unique password for each workplace within your organization and your legal representatives that you want to have access to the Web Shield Content Site during the term of this Agreement. You agree to not disclose the UserID and passwords, except to the individuals identified in Section 3.5 hereof, and to ensure that each password is used only by authorized users. You agree to not take any actions which would disable the password security features of the Web Shield Content Site.

4. Test subscription

- 4.1. Before signing up for the AddressReveal subscription, each Potential Client is entitled to the test subscription of the Services upon request.
- 4.2. Test subscription may only be used by a natural person or a business entity that is not and were not the Customer of Web Shield in respect of AddressReveal (i.e. does not currently has or has not had in the past a purchased subscription for a product offered under the name of AddressReveal) and only once.
- 4.3. In order to use the test subscription, the potential client may provide Web Shield with the necessary data and obtain Web Shield Reports regarding up to 5 addresses. Test subscription is valid for 14 days from the moment of receiving by the Potential Client access data from us.
- 4.4. Test subscription is free of charge. After the test subscription the Client may sign up for a paid subscription.
- 4.5. Web Shield reserves the right to verify whether a given natural person or a business entity is entitled to use the test subscription and reserves the right to refuse to use the subscription if the conditions are not met.
- 4.6. For the avoidance of any doubt, these Terms shall apply to the test subscription respectively, therefore each time these Terms refer to a Customer, the provisions relating to the Customer apply to the Potential Customer.

5. Ownership; Grant of Licenses; Third Party Materials

- 5.1. All right, title and interest in and to the Web Shield Content Site or other such site data as provided by Web Shield and all designs, discoveries, inventions, products, procedures, improvements, developments, drawings, notes, documents, documentation, information and other materials made, conceived and/or developed by or on behalf of Web Shield hereunder, including, without limitation, all rights under copyright, patent, trademark, common law and all other proprietary rights with respect thereto ("Web Shield IP Rights"), shall remain the sole and exclusive property of Web Shield. All Customer Content or other information considered as the Customer's proprietary information shall remain the property of the Customer.
- 5.2 We hereby grant you and your legal representatives, inside and outside counsel, during the term of this Agreement a non-exclusive, non-transferable, non-sublicensable limited right and license to access the Web Shield Content Site for your internal business purposes. You may not resell, sublicense or otherwise make access to the Web Shield Content Site available to third parties, without our written consent but you may use the content in communications with or legal actions against suspected violators. You may print, copy or download information.
- 5.3 All rights not expressly granted to the Client are reserved by Web Shield and, if applicable, its licensors or other entities.
- 5.4 Web Shield owns the intellectual property rights to the each Web Shield Report, however please note that Web Shield Report is created on the basis of publicly available data. Permission to the client is hereby granted to lawfully access and use the content within the limitations of service and/or non-disclosure agreement(s) with Web Shield. The Customer may not sell, transfer, sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any of the Services or Web Shield Reports. The Customer may not include the Service in any product or service which the Customer sells.
- 5.5 Except as expressly provided herein access to the Services does not grant the Customer any database rights or rights in the copyright, trademarks or any other intellectual property rights of Web Shield or any third party. The Services are protected by copyright and other intellectual property rights.

5.6 The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any element of the Services without Web Shields' written permission. Web Shield may take steps to assist identification of its Services.

6. Trademarks, Servicemarks and Logos

Neither Party will make any use of Trademarks, Service marks, logos and/or other proprietary designations licensed to or owned by the other ("Marks") without first obtaining, for each use, the other's written consent and approval of the materials in which the same are to be used. Each Party will not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of the other's right, title and interest in and to such Marks.

7. Confidentiality & Personal Data

7.1 During the term of this Agreement, the Parties may make available to each other personal data, various confidential data, materials and information relating to their respective businesses (collectively, the "Confidential Information"). This section shall apply to all Confidential Information disclosed to the other party, regardless of whether the information is made available through the Web Shield Content Site or Web Shield Reports, through electronic mail, by uploading, downloading, presentations, proposals, customers references, business plans, operational know-how, technology implementations or otherwise, except that the definition of Confidential Information shall not apply to any information which (i) the recipient can establish was already in the public domain at the time of the disclosure; (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of either party; or (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required by law, regulation, or valid court or government order to be disclosed, in which case the recipient will notify the disclosing party before so disclosing such information, so that the disclosing party may seek a protective order. Each party may make use of such Confidential Information for its own internal purposes, subject to the limitations of this section 7.1. Both parties hereby agree that they will maintain the confidentiality of the other party's Confidential Information and will not disclose the Confidential Information to any third party, except as may be required by law, and then only after having given the other party prior notice and a reasonable opportunity to obtain a protective order. Both Parties acknowledge that a breach of this section may result in irreparable harm to the other party and the prohibition on disclosure of Confidential Information may be enforced by seeking injunction by a court of competent jurisdiction.

7.2 For the purpose of conducting the research, the Client is in need of providing specific entity related information to Web Shield. This information contains: (i) mandatory information: country, city, zip code, street and number; (ii) optional information: building name, process-ID. The Client as a controller entrust processing of this data to Web Shield as a processor and agrees, that Web Shield may use the provided information, to screen it against various online databases, to retrieve information relating to chargebacks, complaints, fraud warnings, AML issues and other indications relating to the areas of reputational, content financial, money or transaction laundering risk. For this purpose, Web Shield may provide this data to a third party without identifying the source (the Customer) or the nature of the request and only after conclusion of written contract with that entity that shall warrant the processing of personal data in accordance with the law (if any personal data are processed in a specific case). Web Shield shall inform the Customer about any intended changes concerning the addition or replacement of other processors, and The Customer may object to such changes. However, as such objection may lead to inability to proper performance of the Agreement, in such situation Web Shield reserves the right to terminate the Agreement without prior notice.

7.3 The Client understands that all Web Shield Reports are confidential and may not be communicated to the researched Entity or other third parties.

8. Limited Warranty and Limitation of Liability

8.1 You agree to abide by all applicable laws in connection with your use of the Services, including those related to intellectual property rights, data privacy, international communications and the transmission of technical or personal data. The Services may be used only for lawful purposes and in a lawful manner.

8.2 You represent, warrant and covenant to us that you have the full right to identify and provide us with the verified entities details and to authorize us to review these entities. You represent and warrant that you are entitled to process and entrust processing of personal data to us under applicable law in scope that is demanded by The Agreement, especially that such entrustment is compliant with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 (4th AML Directive).

8.3 The Web Shield Reports contain Internet information created and maintained by third parties, and we do not endorse or approve of any such information. We cannot warrant or guarantee that the third-party information accessed, obtained, downloaded or copied from the Web Shield Content Site will be timely, accessible by you and/or that such information will not contain adult-oriented material, be virus infected, or otherwise contain potentially objectionable or damaging content. Although we attempt to include the most relevant information in each Web Shield Report, all Web Shield Reports created in connection with AddressReveal usage are based on third party information that is gathered by Web Shield and the results are

not false/positive cleared. We make no warranty, express or implied, with respect to the content of any Web Shield Reports delivered under this Agreement or any other information contained on the Web Shield Content Site.

- 8.4 The Client agrees and understands that the Web Shield Report is created to support the client's entity boarding and underwriting process. The aim of the AddressReveal is to facilitate so-called shell companies detection process in line with 4th AML Directive requirements. It is neither a binding recommendation to proceed or not to proceed with the boarding. Furthermore, it is not considered as a legal opinion and/or as a business advisory and/or financial advisory. The Web Shield Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Web Shield to guarantee. Web Shield does not take any liability for any decisions made, including business decisions and boarding decisions.
- 8.5 Whilst Web Shield aims always to maintain a quality, fully operative service, the Services and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied. Specifically, Web Shield gives the Customer no warranty or assurance about the contents of the Services or the completeness of the Web Shield Report. Whilst Web Shield does endeavour to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore, any use of the Service is at the Customer's own risk.
- 8.6 We make no warranty that the Web Shield Content Site will be accessible at any particular speed or throughput from any other site on the Internet. We will host the Web Shield Content Site using such hardware, software and connections to the Internet as we, in our sole discretion, believe to be appropriate. We make no performance or other warranty, express or implied, with respect to the adequacy of such hardware or connection for your purposes for the Web Shield Content Site.
- 8.7 Web Shield shall not be liable in the event of force majeure. Force majeure comprises all circumstances and events outside the scope of responsibility of Web Shield, such as strikes, lockout, natural events, catastrophes, official intervention, legal prohibitions or other events impeding Web Shield without its fault to perform its Services.
- 8.8 THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH ABOVE IN THIS SECTION 8 AND ELSEWHERE IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY WEB SHIELD. WEB SHIELD MAKES NO IMPLIED WARRANTIES WHATSOEVER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8.9 EXCEPT WITH RESPECT TO A THIRD PARTY'S CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT CONCERNING THE WEB SHIELD CONTENT SITE OR THE SERVICES PROVIDED HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR LOST PROFITS OR LOST SAVINGS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WEB SHIELD'S LIABILITY IN TORT, CONTRACT OR OTHERWISE SHALL BE EXCLUDED.

9. Disclaimer

ADDRESSREVEAL IS A PRODUCT CREATED TO CONDUCT THE QUERIES IN ORDER TO FACILITATE THE CUSTOMER DUE DILIGENCE PROCESS UNDER THE 4TH AML DIRECTIVE. IT FACILITATES THE COMPANIES' ADDRESS DATA VERIFICATION AND DETECTION OF VIRTUAL ADDRESSES, ESPECIALLY IN RESPECT OF SO-CALLED SHELL COMPANIES. THE SOLUTION IS BASED SOLELY ON THIRD PARTY DATA THAT IS GATHERED BY WEB SHIELD, THEREFORE OUR REPORTS CONTAIN INTERNET INFORMATION CREATED AND MAINTAINED BY THIRD PARTIES, AND WE DO NOT ENDORSE OR APPROVE OF ANY SUCH INFORMATION. WE CONDUCT A RESEARCH ON THE BASIS OF THE INFORMATION PROVIDED BY THE CLIENT. ALTHOUGH WE ATTEMPT TO INCLUDE THE MOST RELEVANT INFORMATION IN EACH WEB SHIELD REPORT, ALL REPORTS ARE SOLELY BASED ON THIRD PARTY INFORMATION THAT IS GATHERED BY WEB SHIELD AND THE RESULTS ARE NOT FALSE/POSITIVE CLEARED BY DEFAULT, HOWEVER YOU MAY ORDER MANUAL VERIFICATION AS AN ADDITIONAL SERVICE. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT OF ANY WEB SHIELD REPORTS DELIVERED AS A RESULT OF ADDRESSREVEAL SEARCH OR ANY OTHER INFORMATION CONTAINED ON THE WEB SHIELD CONTENT SITE. THE CLIENT AGREES AND UNDERSTANDS THAT THE WEB SHIELD REPORT IS CREATED TO SUPPORT THE CLIENT'S ENTITY BOARDING AND UNDERWRITING PROCESS. IT IS NEITHER A BINDING RECOMMENDATION TO PROCEED OR NOT TO PROCEED WITH THE BOARDING. FURTHERMORE, IT IS NOT CONSIDERED AS A LEGAL OPINION AND/OR AS A BUSINESS ADVISORY AND/OR FINANCIAL ADVISORY. THE WEB SHIELD SERVICE IS NOT INTENDED TO BE USED AS THE SOLE BASIS FOR ANY DECISION MAKING AND IS BASED UPON DATA WHICH IS PROVIDED BY THIRD PARTIES, THE ACCURACY OF WHICH IT WOULD NOT BE POSSIBLE FOR WEB SHIELD TO GUARANTEE. WEB SHIELD DOES NOT TAKE ANY LIABILITY FOR ANY DECISIONS MADE BY THE CLIENT.

10. Indemnification

The Customer agrees to indemnify, defend and hold Web Shield, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Web Shield or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's use of the Services in breach of this Agreement.

11. Term and Termination

11.1 This Agreement shall commence on the Effective Date, and shall continue for the period of validity of purchased Credits. Each subsequent purchase of Credits results in the conclusion of a new Agreement under the terms and conditions specified in the applicable Terms. Web Shield shall have the right to terminate this Agreement in the event the Client fails to comply with any material provision of this Agreement (including payment obligations) and such noncompliance is not remedied within ten (10) days after written notice thereof has been given by Web Shield.

11.2 Upon the expiration or earlier termination of this Agreement by either party, each party will promptly return or destroy any Confidential Information of the other and the Customer's access to the Web Shield Content Site and delivery of future Web Shield Reports will be immediately terminated. In the event of an early termination, Customer will also be responsible for the payment of any applicable fees set forth in Section, prorated to the effective date of termination. Notwithstanding the foregoing, the provisions of Sections 7, 8, 9, 10 and 12 shall survive indefinitely.

12. Miscellaneous

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors-in-interest.

12.2 The validity, construction, enforcement and effect of this Agreement shall be governed by the laws of the United Kingdom without giving effect to the principles of conflicts of law. Web Shield and Customer expressly consent to the jurisdiction of an applicable court in the London, United Kingdom.

12.3 No failure by either Party to exercise, or any delay in exercising, and no course of dealing, with respect to any right of such Party regarding an obligation of the other Party to this Agreement, shall operate as a waiver thereof, unless, and then only to the extent agreed to in writing by both Parties. Any single or partial exercise by either Party of any of its rights shall not preclude such Party from any other or further exercise of such right or the exercise of any other right. Any single or partial waiver by either Party of any obligation of the other Party under this Agreement shall constitute a waiver of such obligation only as specified in such waiver and shall not constitute a waiver of any other obligation.

12.4 If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

12.5 This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements between the Customer and Web Shield with respect to the matters addressed herein. This Agreement can only be modified upon a prior consent of both Parties.

12.6 The Client has the possibility to participate in the Reference Customer Program. Web Shield is granted the right to display the client as one of his customers in publications and on the website of Web Shield. Prior to any display of the Client in the publications or on the website of Web Shield, Web Shield shall obtain the written approval of the Client as to the manner in which such display shall take place. The aforesaid display shall not be construed as an agency, partnership, joint venture or any other relationship between the Parties, except the contractual relationships established in pursuant to and in furtherance of this Agreement.

12.7 You may subscribe to the free Web Shield email newsletter. The aim of the newsletter service is to keep the Client updated about new service offerings, relevant changes in regulation or other crucial risk, compliance and due diligence topics.

12.8 Technical support is available to the Clients. Support is provided in English, Monday through Friday from 8:00 a.m. till 5:00 p.m. CET.