Terms & Conditions
For Travelers

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About The Commons Project Foundation ("TCP"). TCP is a 501c3 non-profit charitable organization that promulgates open standards for SMART health cards (in collaboration with VCI) and TCP provides technologies and services related to its charitable mission of unlocking the full potential of technology and data for the common good, including accelerating interoperability of data, enabling verifiable data and credentials, supporting improved health for all through data access, reducing the burdens of government and creating sustainable technologies, services and programs related to the foregoing, including building and providing digital services to: (i) individuals as a way to document their verifiable health status for travel or other purposes, and (ii) organizations and governments for digital services to to validate such verifiable health credentials ("Charitable Purpose")

Binding Agreement. This CommonCheck Service Terms & Conditions, together with its Schedules (together, these “Terms”) comprise a binding legal agreement between The Commons Project Foundation ("TCP", “we “, or “ours”) and you ("you" “your” “yours”) (each, a “Party”, and together, the “Parties”). these Terms governs your use of or access to CC Service whether on the CC portal or other web property (including mobile and web-based applications) (the “Portal”), and their functions and services (collectively, the “CC Service”) provided by TCP TCP, TCP Representatives and/or TCP Contractors (as defined below). By using the CC Service, you agree to the terms and conditions herein. You understand that you are responsible and liable for the acts and omissions of anyone accessing or using the CC Service on your behalf, including such person's or entity's failure to comply with these Terms. If a person or entity or Authorized User is using the CC Service on your behalf or by any other means, then as used herein “you” or “your“ will include any such person(s) or entity(ies). References to “you” or “your” shall include your Authorized Users. Any prohibited activity herein includes a prohibition on you assisting any third party in such activity. If you disagree with any of the terms or conditions in these Terms, TCP does not grant you any right or license to use the CC Service. Your access to or use of the CC Service shall be deemed to be an acceptance of these Terms.

Summary of Changes Made
Logo update, addition of sections on Verification, IP, illegality of presenting fraudulent Verifiable Credentials or health certificates, update to Disclaimers and Limited Liability, language clarifications.

DEFINITIONS
As related to the CC Service, “access” or “use” means any use of the CC Service; and/or any use of the CC Specifications or information including any use of the services or data types described within the CC Specifications or information provided to you by TCP or any TCP
Representative or TCP Contractor.

“Affiliate” of a Party means an entity that controls, is controlled by or is under common control with that party, where “control” means the power to direct the management and policies of such entity or ownership of at least fifty percent (50%) of such entity, and includes that entity’s officers, directors, agents, employees, and permitted successors and assigns.

“Authorized Users” means your agents, representatives, and any person or entity acting or apparently acting on your behalf by accessing the CC Service.

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CommonCheck, TCP, TCP Representatives and TCP Contractors, including all copyrights related thereto whether now existing or in the future, each as may be updated by TCP, TCP Representatives and TCP Contractors from time to time.

“CC Data” means any data, information, instruction or content which you provide to TCP, TCP Representative or TCP Contractor or that any of the foregoing provide to you related to using the CC Service.

“Entry Rules” means the rules promulgated by a country or other jurisdiction detailing the entrance requirements for a border crossing or entry of an in-bound natural person (such as travelers, passengers, residents and citizens).

“Service Fee” means the fee that you pay for the use of CC Service. If you are participating in a trial or demonstration of the CC Service, no Service Fee will apply to your use of CC Service.

“CC Specifications” means all information and documentation TCP (or any TCP Representative or TCP Contractor) provides related to the CC Service and any TCP-supplied (or TCP Representative/TCP Contractor-supplied) information, implementations or methods of using or delivering the CC Service.

“TCP” means The Commons Project Foundation.

“TCP Contractor” includes any third-party contractor, subcontractor, collaborator, vendor or partner that collaborates with TCP for the purpose of the CC Service.

“TCP Representative” includes any employee, corporate affiliate, agent, representative that may be used in exercising TCP’s rights or obligations under these Terms.

“Verifiable Credentials” shall refer to tamper-evident data in a machine-readable format (i.e. expressed as structured code) that contain information / pertain to a certain data point about a natural person or legal entity, and are compatible with / supported by the CC Service.

“Verification” shall refer to CC Service’s usage and access to third party content, services, facilities and functions which allows the CC Service to verify with third parties (including third party issuers, partners and vendors) in relation to the retrieval of your output, data, information and/or file through the scanning of a Quick Response code (“QR Code”) presented by you, or through other means.

YOUR OBLIGATIONS
You represent, undertake and warrant that:

(a) you have full capacity and authority to (and do) accept and agree to these Terms;

(b) you have not previously been suspended or prohibited from using CC Service;
(c) you will comply with all applicable laws and regulations with respect to your activities on and in connection with the CC Service;

(d) you will comply with all applicable security or encryption standards, rules, procedures and guidelines;

(e) you are in compliance with the OFAC and Sanctions provisions herein;

(f) you will provide authentic and truthful information when using CC Service and you will not use any fraudulent credential or make any misrepresentation, intentional omission or error; and

(g) You must be at least 16 years of age and comply with the terms of these Terms and applicable Privacy Policy to use the CC Service.

GRANT OF RIGHTS TO USE THE CC SERVICE

Permission to Use. Subject to your compliance with all the terms and conditions of these Terms, and payment of the applicable Service Fee, TCP grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the CC Service, solely for the purposes of use of the CC Service as stated in these Terms.

Revocation/Suspension If TCP believes, in its sole discretion, that you have violated or attempted to violate any term, condition or the spirit of these Terms, the licenses and services granted under these Terms may be temporarily or permanently suspended or revoked. It is illegal to, and you shall not, use or present any fake or fraudulent Verifiable Credential or other health certificate. TCP will use reasonable good faith efforts to notify you in advance of such suspension or termination,

unless in TCP’s sole discretion TCP deems it necessary to take immediate action, in which case TCP will promptly notify you thereafter.

No Implied Licenses. Except as expressly provided herein or as agreed by the parties in a separate written agreement, nothing in these Terms will confer upon the other Party any right, title, or interest in the trademarks, logos, symbols, service marks, intellectual property, or confidential information of the other party.

Reservation of Rights. TCP reserves all rights not expressly granted to you herein. As between you and TCP, TCP (and its applicable licensors) retains all intellectual property rights (including all patent, trademark, copyright, brand, database and other proprietary rights) in and to the CC Service, CC Data, all TCP websites, portals, widgets, TCP’s confidential information, programs and services, as well as any derivative works in connection with the foregoing. Our programs and software are licensed, not sold, to you, and you may only use them as permitted by these Terms. This license does not transfer any title in the CC Service to you.

Usage Monitoring. You will not take any action designed to or with the effect of concealing your usage of the CC Service, nor will you take any action to interfere with TCPs (or its Representatives) monitoring of your usage. TCP reserves the right to impose limits on certain features and services or restrict your use of access to or use of parts of the CC Service and/or TCP’s websites without notice or liability to you.

MAINTENANCE AND SUPPORT

We have no obligation to provide any maintenance, support or other services in relation to the CC Service, including not providing any telephone assistance, documentation, error corrections, updates,
upgrades, bug fixes, patches, and/or enhancements. Your access to and/or use of the CC Service may also be interrupted, suspended or restricted when we provide any maintenance, support or other services in relation to the CC Service.

VERIFICATIONS UNDER THE CC SERVICE

Verification is not for the purpose of any medical treatment or other medical/health purpose. Verification is not intended to be a substitute for any medical or professional judgment of identity and/or health status, and you agree to exercise due care and caution in using the CC Service and any data and Verifications received through the CC Service. You shall be solely responsible for all decisions and actions taken or not taken involving any Verifications of your credentials or their associated information resulting from or in any way related to the use of the CC Service and any data transmitted or received through the CC Service. To the maximum extent permitted by law, TCP, the TCP Representatives and TCP Contractors shall not be responsible or held liable for any inaccuracies, misrepresentations, omissions, errors or falsehoods contained in the information provided by you to the CC Service, and/or by any third parties in connection with your use of the CC Service, including but not limited to in any QR Codes, digital or other credentials, Entry Rules or other information provided to the CC Service. TCP, TCP Representatives and TCP Contractors are not responsible for any unreadable, unverifiable credential or non-performance of any Verification.

The CC Service may provide features, functionalities and/or services, provided or offered by TCP, TCP Representatives and/or TCP Contractors, that may, whether acting on your instructions or otherwise, generate, create, provide, issue, store, process, manage, claim, facilitate, transfer, share and/or transmit Verifiable Credentials and/or data associated with such Verifiable Credentials between you and other third parties on or through the CC Service and/or third party websites.

You acknowledge and agree that: (a) we are not party to and are not bound by any oral or written agreement entered into between you and any other party;

(b) you have no authority to (and shall not) make any statement, representation or claims nor give any warranties or enter into any binding commitments or agreements on our behalf;

(c) to the maximum extent permitted by law, TCP, TCP Representatives and TCP Contractors) disclaim all responsibility and liability for (a) any use of Verifications between you and other third parties; (b) any act or omission in connection with the Verifications, whether or not such acts, omissions, transactions and activities have been facilitated by us or conducted on or through the CC Service; (c) any inaccuracies, misrepresentations or falsehoods contained in the contents of the Verifiable Credentials or certificates; (d) any interference, hacking, theft or interception by third parties, or for the security, integrity or confidentiality of the Verifiable Credentials; and (e) the display, disclosure, transfer and sharing of the Verifiable Credentials through the CC Service by you or any third-party.
The TCP, TCP Representatives and TCP Contractors shall be entitled to and have the discretion to impose any guidelines, rules, terms and conditions on you from time to time in connection with your use of the CC Service.

REQUIREMENTS OF USE AND ACCESS

Compliance. You must comply with all applicable laws and regulations, third-party rights, TCP policies and all terms and conditions of these Terms in connection with your use of the CC Service. You will not knowingly infringe the intellectual property or any other rights of any third party.

OFAC & Sanctions. You represent, warrant and covenant that neither you, nor, to your knowledge any of your agents, or representatives, is an individual or entity (“person”) that is, or is owned or controlled by persons that are: (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, or other relevant sanctions authority each as may be updated from time to time (collectively, “Sanctions”), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions (including currently, Crimea, Cuba, Iran, North Korea and Syria). You, to your knowledge your representatives, and agents, are in compliance with all applicable Sanctions, export control and other trade laws and with the Foreign corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder to the extent applicable (the “FCPA”) and any other applicable anti-corruption law, in all material respects. TCP will have the right to terminate these Terms immediately without prior notice for breach of any of the foregoing representations, warranties and covenants.

You will indemnify and hold harmless TCP and its Representatives from any breach of the foregoing representations, warranties and covenants, which indemnity shall survive any termination of these Terms for any reason.

Anti-Corruption and Anti-Bribery. You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to TCP or these Terms, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org

Security & Privacy. You must comply with TCP’s applicable Privacy Policies and Information Security Requirements that are provided to you or available on TCP web properties or otherwise provide to you, as may be updated from time to time by TCP. If you discover or suspect any security flaw or security issue related to your use of the CC Service, you will immediately report the issue to Security@TheCommonsProject.org. You will not (a) interfere with, modify or disable any features, functionality or security controls of the CC Service, nor defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the CC Service or attempt any of the forgoing. All information you provide in connection with your use of the CC Service must be free of viruses, bots, and any other computer elements that may potentially damage, interfere with, exploit any of TCP’s, TCP Representative’s and/or TCP Contractor’s server, system, technology, product or information.

PROHIBITED USES

Prohibited Uses. You and any Authorized Users are prohibited from: (i) using the CC Service except as expressly permitted under these Terms; (ii) interfering with the
proper workings of the CC Service or
interfering with any monitoring of the CC
Service by TCP, a TCP Representative, and/or
any TCP Contractor; (v) using any automated
means other than the CC Service (such as
agents, bots, scripts or spiders, or the like) to
access, query, or otherwise collect TCP-related
information (including CC Data) from any of
TCP’s or TCP Representative’s and/or, TCP
Contractor’s sites or servers; (vi) attempting to
bypass or circumvent any of TCP’s, TCP
Representative’s or TCP Contractor’s security
measures relating to the CC Service; (vii) taking
any action that intentionally imposes a strain or
burden on TCP’s, or TCP Representative’s and/or TCP Contractor’s infrastructure, CC
Service, or failing to cooperate with TCP to
alleviate such burden; (viii) using or combining
the CC Service with software offered under an
open source license which either: creates any
obligation or grants to any third party any rights
under TCP’s or its licensor’s intellectual
property rights or the rights of TCP
Representatives or TCP Contractor (ix)
providing to TCP (or any TCP Representative or
TCP Contractor) any personally identifiable
information of other third parties in connection
with your access to or use of the CC Service
without obtaining such person’s express,
affirmative and informed consent; (x) reverse
engineering, decompiling, disassembling or
deriving source code, coping, modifying or
creating derivative works of the CC Service, or
CC Specifications, or TCP’s confidential
information; (xi) export, extract, or otherwise
scrape content for use outside the CC Service
or otherwise use the CC Service to create a
product or service with features that are
substantially similar to the CC Service or that
re-create the features thereof; or (xii) use the
CC Service in violation of any laws or
regulations including but not limited to:
International Traffic in Arms Regulations (ITAR)
maintained by the United States Department of
State; Export Control Laws; or United States
HIPAA regulations; (xii) otherwise engaging in
(or cause others to engage in) any practice in
connection with your use of the CC Service that
could reasonably be considered to be unlawful,
 fraudulent, deceptive, unethical, misleading, or
harmful to TCP, its reputation, goodwill, or
Affiliates, TCP Representatives, TCP
Contractors, the CC Service, any other TCP
product, service, technology, system.

TCP Use of Data. TCP uses data as set out in
its privacy policies. If you become aware of, or
suspect, any data use concern, you agree to
promptly contact privacy@thecommonsproject.org. You agree to cooperate with TCP to ensure implementation of the provisions of TCP’s Privacy Policy, which shall be incorporated herein by reference. You hereby acknowledge that TCP has the right to use and disclose data derived from your usage of the CC Service (as applicable) solely for the purposes of: (i) to operate, provide, manage, test, maintain and enhance the CC Service; (ii) as part of TCP’s business operations, to use and disclose aggregate statistics obtained and/or derived in connection with your use of the CC Service in a manner that prevents individual identification of you or your information; (iii) to protect the CC Service from what, in TCP’s, TCP Representatives’ and/or TCP Contractors’ reasonable determination, is a security or like threat to the CC Service or other TCP products, programs and/or services; and (iv) as may be required by court order or law or requested by a governmental agency.

CC Software Updates. TCP reserves the right
to update, modify, replace or sunset any of the
CC Service, at any time in TCP’s sole discretion.
You expressly waive any right to assert any
estoppel claim, contract claim or any other
legal claim relating to the availability of or use
of the CC Service, or related information. TCP
may, in its sole discretion, cease providing the
current version of the CC Service.
Feedback. TCP, TCP Representatives and, TCP Contractors will have no liability for any suggestions made or input provided to you in connection with your use of the CC Service, nor for any actions, omissions or changes you make based on such suggestions or input. To the extent that you provide TCP with suggestions, feedback, input designs, ideas, or the like to TCP related to improving, modifying or developing TCP technologies, products, services or TCP future roadmaps (“Feedback”), you hereby grant to TCP a nonexclusive, perpetual, sublicensable, irrevocable, fully paid, worldwide license to use, copy, access, modify, distribute and redistribute such Feedback in connection with TCP’s charitable purpose including expansion, access and broad distribution of its technologies, products and services (whether now existing or developed in the future).

Intellectual Property (IP). As between us, you acknowledge and agree that all rights, title and interest (including but without limitation to intellectual property rights) in and to the CC Service (including the underlying software, CC related documentation made available to you through the services, including any modifications or derivative works associated thereto), as well as our inventions, patents, trademarks, trade names, logos, processes, know-how, data, code, documents and any other materials created or provided by us or obtained from us in connection with this the CC Service or these Terms (“CommonCheck IP”) belong exclusively to TCP (and its licensors).

SERVICE FEES
You are responsible to pay the Service Fee for the use of CC Service. Service Fees are per use of the CC Service, and may be subject to any additional terms and conditions in accordance with the Schedules as attached herein. You are responsible to pay any applicable taxes or VAT or like changes based on applicable laws and regulations applicable to you.

Disputes & Refunds. Any Service Fee dispute must be submitted to Finance@TheCommonsProject.org If TCP determines that CC Service Fees were incorrectly overcharged, TCP will issue a credit equal to the incorrect amount. Unless otherwise required by law, TCP has no obligation to refund by any means other than a credit for future use. To the fullest extent permitted by law, you waive all claims relating to CC Service Fees unless claimed within 60 days after charged (this does not affect your rights with your credit card issuer). Nothing in the Agreement obligates TCP to extend credit to any party.

Brand Features. The Brand Features are either owned by TCP or licensed to TCP. You acknowledge that you have no right, title, interest in and to the CC Service and its Brand Features, and you agree not to challenge the validity of our ownership of or rights to the CC Service and its Brand Features. You shall not reproduce, republish, distribute or otherwise exploit any content of the CC Service and its Brand Features in any way without our prior express consent, which may be withheld for any or no reason. You may not state or imply that TCP or any TCP Representative and/or TCP Contractor is a medical provider, doctor, diagnostic- or vaccination provider, maker of any vaccine, diagnostic, medical intervention or the like. You may not use any Brand Feature to disparage TCP, TCP Representatives, TCP Contractors, or its products, services, technologies, or any subsequent versions thereof and successors thereto. You will not alter or remove any Brand Features, identification, trademark, copyright, or other notice from any aspect of the CC Service, or CC Specifications or elsewhere. Except as
expressly authorized by TCP in writing, any new, additional, or previously unapproved use by you of TCP’s Brand Features will be subject to TCP’s prior written approval.

PRIVACY POLICY
CONSENT. You acknowledge that you have read the CC privacy policy and agree that we may collect, process, and/or use information and data that may be necessary for your use and/or access to the CC Service. Any personal data or information which you may provide to us is subject to the CommonCheck Privacy Policy, which is incorporated by reference into these Terms.

You agree that (a) we are merely processing and temporarily storing data on your behalf for the purpose of providing the CC Service and any related Verification; (b) to the extent that you provide us with the personal data of any third party for us to process such data on your behalf, you represent and warrant that you have properly and validly obtained from the third party all requisite consents; and (c) you are responsible for compliance with your obligations under applicable data protection laws with respect to such personal data.

DISCLAIMERS & LIMITED LIABILITY
Limited Liability. Except a provided herein, each Party’s total aggregate liability for damages arising out of or relating to the Agreement is limited to One Hundred USD $100; provided nothing in these Terms excludes or limits either Party’s liability for: (a) your infringement of TCP’s, or TCP’s Representatives’ and/or TCP Contractors intellectual property rights; (b) payment for CC Service Fees accrued and owed to TCP; (c) a party’s gross negligence, fraud, or willful misconduct, (each whether by act or omission), or (d) matters for which liability cannot be excluded or limited under applicable law.

General Disclaimer NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF OR INTERRUPTED ACCESS TO INFORMATION, DATA OR OTHER SIMILAR DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH these Terms, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Medical Disclaimer. TCP DOES NOT (NOR DO ANY TCP REPRESENTATIVES, TCP CONTRACTORS, NOR THE CC SERVICE, NOR VERIFICATIONS) PROVIDE (NOR ARE FOR THE PURPOSE OF) MEDICAL ADVICE NOR ADMINISTER ANY DIAGNOSTIC MEDICAL TESTS, VACCINES OR OTHER HEALTHCARE INTERVENTIONS, NOR COLLECT OR ACCEPT ADVERSE EVENT REPORTING. TCP MAKES NO ENDORSEMENT OR REPRESENTATION AS TO THE ACCREDITATION, LICENSING OR GOOD-STANDING OF ANY HEALTHCARE PROVIDER, LAB, MANUFACTURER, OR OTHER HEALTH-RELATED ENTITY UNDER APPLICABLE STATE, FEDERAL, NATIONAL OR SUPRANATIONAL LAWS AND REGULATIONS. TCP, TCP REPRESENTATIVES AND TCP CONTRACTORS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGES RELATED THERETO INCLUDING CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUES OR PROFITS, ANY LOSS OF DATA, INTERRUPTED OR DELAYED ACCESS TO INFORMATION, AND OTHER DAMAGES, AND ANY INJURY OR CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH ANY DIAGNOSTIC TESTING, MEDICAL TREATMENT, VACCINATION OR OTHER HEALTHCARE
INTERVENTION OR AS OTHERWISE PROVIDED, SPONSORED, OR PROMOTED BY YOU OR ANY THIRD PARTY OR BY YOUR OR ITS EMPLOYEES, AFFILIATES, REPRESENTATIVES, COLLABORATORS, AGENTS, AND / OR (SUB)CONTRACTORS.

**AS-IS** THE SERVICES, VERIFICATIONS, THIRD PARTY MATERIALS, CONTENT, SERVICES, API, API CREDENTIALS, API SPECIFICATIONS, API DATA, FUNCTIONS, OUTPUTS, DATA AND OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES WHATSOEVER.

NOTWITHSTANDING ANY OTHER PROVISION OF these Terms AND TO THE FULLEST EXTENT PERMITTED BY LAW, TCP, TCP REPRESENTATIVES AND TCP CONTRACTORS DISCLAIM ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN RELATION TO THE SERVICES, INCLUDING WITHOUT LIMITATION TO ALL CONDITIONS AND WARRANTIES OF SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, CORRECTNESS, CURRENCY, TIMELINESS, RELIABILITY, OPERABILITY, AVAILABILITY, TITLE, QUALITY, MERCHANTABILITY, INTEROPERABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SERVICES AND VERIFICATIONS OR ANY FUNCTIONS ASSOCIATED THEREWITH WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, MALFUNCTION, DISRUPTION, VULNERABILITIES, DEFECTS, BUGS, VIRUSES, MALWARE (OR OTHER MALICIOUS OR CORRUPTING CODE OR PROGRAMS), LOSS OF DATA OR ERROR.

To the maximum extent permitted by applicable law, we make no guarantee, representation or warranties of any kind, whether express or implied:

(a) regarding the timeliness, reliability, accuracy, completeness, accessibility, merchantability, quality, fitness for a particular purpose, operation or usefulness of any portion of the CC Service;

(b) regarding the availability or appropriateness of the CC Service;

(c) that the CC Service or your use of the CC Service will not infringe the intellectual property or other proprietary rights of any third party;

(d) that CC Service will be error-free, continuously available or uninterrupted in operation, unhackable, uncompromisable, free of any data breach (inadvertently or intentionally through interference or interception by third parties) or free of bugs, computer viruses, unauthorised software, or other harmful codes or components not specifically mentioned herein;

(e) that the CC Service will not be susceptible to any cybersecurity breach or cannot be compromised and/or free of any data breach (inadvertently or intentionally through interference or interception by third parties);

(f) that the CC Service will contain information that is always timely and accurate;

(g) that CC Service will operate or function properly on your devices or operating systems.

Your use of the CC Service is voluntary and at your sole risk. You are solely responsible for:

(a) your use and reliance on any Verification conducted on the CC Service, and the information available through the CC Service;
(b) any liability, loss or damage that you may incur through use of the CC Service; and
(c) all decisions or actions resulting from your use of the CC Service and its contents.

**Immunities.** NOTHING CONTAINED IN THESE Terms SHALL BE CONSTRUED BY ANY PARTY AS A WAIVER OF ANY GOVERNMENTAL OR SOVEREIGN IMMUNITIES CURRENTLY AUTHORIZED BY LAW OR THAT MAY BE AUTHORIZED IN THE FUTURE.

**TERMINATION**
We reserve the right to suspend or terminate your access and use of the CC Service, immediately without prior notice and without liability to you, and for any reason. Any licenses expressly granted by TCP in these Terms will terminate if you fail to comply with any provision of these Terms.

**Survival.** All provisions that by their nature extend past the termination or expiration of these Terms will survive and will continue to bind each Party in accordance with their terms, including without limitation the following Sections (and subsections): Prohibited Uses, Service Fees, Disclaimers & Limited Liability, sub-clauses (a), (b), and (c) under Verifications under the CC Service, Prohibited Uses, Miscellaneous, Definitions.

**MISCELLANEOUS**

**No Partnership, Agency.** Nothing in these Terms establishes or shall be deemed to establish a principal-agent relationship, employee-employer relationship, a representative or joint partnership between the Parties, and neither Party shall enter into any contract or commitment on behalf of the other Party.

**Versions.** The most current version of these Terms is in the Portal, and supersedes all prior agreements and other communications between you and TCP relating to the subject matter of these Terms. Our Term may be updated from time to time. It is your responsibility to review the most recent Terms. If you do not agree to the most recent Terms you are not authorized to (and should not) use the CC Service. Other terms and conditions may apply to your use of the CC Service depending upon how you access the CC Service. Please see www.CommonCheck.org for details.

**Governing Law & Venue.** To the maximum extent permitted by law, the validity of these Terms, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New York. The parties hereto agree that the state and federal courts of New York, New York shall be the proper forums for any legal controversy arising in connection with these Terms, and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts for such purposes.

**Assignment.** TCP may transfer, assign or novate its rights and obligations to any third party at any time without prior notice to you or your consent. However you may not transfer, assign or novate your rights or obligations under these Terms without TCP's prior written consent.

**Severability.** If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.
Entire Agreement. These Terms comprise the entire understanding of the Parties in respect of the subject matter thereof and supersedes all prior agreements or understandings relating to the same subject matter.