

# Credit Hound Cloud Terms & Conditions

**BY ACCEPTING THESE TERMS OF SERVICE, ORDERING OUR SERVICES OR USING OUR SERVICES, YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DRAYCIR LIMITED AND ITS AFFILIATES AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. PLEASE READ THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS OR USE OUR SERVICES.**

**THESE TERMS OF SERVICE CONTAIN IMPORTANT TERMS AND CONDITIONS THAT AFFECT YOU AND YOUR USE OF THE SERVICES, INCLUDING, UNLESS YOU CHOOSE TO OPT OUT, A PROVISION REGARDING BINDING ARBITRATION OF DISPUTES (OTHER THAN CERTAIN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS) AND A WAIVER OF CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. PLEASE READ THE "DISPUTE RESOLUTION" SECTION (SECTION 16) IN ITS ENTIRETY.**

Draycir Limited ("**Draycir**," "**we**," "**us**" or "**our**") are pleased to provide you access to platform services, software, websites and, documentation (each, an "**Application**"), and content relating to our CREDIT HOUND™ service (collectively, the "**Services**"). The Services are more fully described at [www.credithoundcloud.com](http://www.credithoundcloud.com). These Terms of Service ("**Terms**") apply to your purchase, access to, and use of, any Services. These Terms do not alter in any way the terms or conditions of any other agreement you may have with Draycir for products, services or otherwise. If you are using the Services on behalf of any entity, as used herein "**you**" and "**your**" shall refer to you and any entity on whose behalf you are using the Services (the "**Entity**").

Draycir reserves the right to change or modify these Terms on a going forward basis at any time and in our sole discretion. If Draycir makes changes to these Terms, we will provide notice of such changes as appropriate, such as by sending an email notification to the address you have provided, providing notice through the Services and/or updating the "Last Updated" date at the top of these Terms. Your or your Entities continued use of the Services will confirm your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services. We encourage you to review the Terms from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

## **1 Eligibility; Registration and Account**

**1.1 Eligible Users.** The Services are intended solely for use by adults who are employees or contractors of the Entity and are authorized by the Entity to use the Services (each an "Eligible User"). Any registration for, or use of, the Services by anyone who is not an Eligible User is unauthorized, unlicensed and in violation of these Terms.

### **1.2 Registration by Individual Users**

1.2.1 You represent and warrant that you (a) are not identified on the Office of Foreign Assets Control's Specially Designated Nationals List ("**SDN List**"), (b) are not placed on the U.S. Department of Commerce's Denied Persons List or Entity List or any other U.S. export control list, (c) will not use IP proxying or other methods to disguise the place of your usage of the Services, (d) will not use the Services if any applicable laws prohibit you from doing so in accordance with these Terms and (e) have not previously had your right to use the Services suspended or terminated.

1.2.2 To access and use certain features of the Services, you will be required to register for an account (the "**Account**"). By creating an account, you agree to: (i) provide accurate, current and complete account information; (ii) maintain the security of your password, not share your password with any other person and accept all risks of unauthorized access to your account; and (iii) promptly provide notice to [support@draycir.com](mailto:support@draycir.com) and your local system administrator if you discover or otherwise suspect any security breaches related to the Services.

1.2.3 If you wish to either change your user name email address, or password to log-in to the Services, or cancel and remove your Account, you may request such by contacting [support@draycir.com](mailto:support@draycir.com).

### **1.3 Registration by Entity Representatives**

1.3.1 If you are registering to create an account on behalf of your Entity, you represent and warrant that (a) you are authorized to accept these Terms on behalf of the Entity in whose name you are setting up an account and that such Entity agrees to be responsible to us if you or that Entity violates these Terms, (b) the Entity is not

placed on the U.S. Department of Commerce's Denied Persons List or Entity List or any other U.S. export control list, (c) the Entity will not use IP proxying or other methods to disguise the place of usage of the Services, (d) you and the Entity will not use the Services if any applicable laws prohibit you or the Entity from doing so in accordance with these Terms and (e) you or the Entity have not previously had your right to use the Services suspended or terminated.

1.3.2 To access and use certain features of the Services, the Entity will be required to register for an Account. By creating an account, the Entity agrees to: (i) provide accurate, current and complete account information; (ii) maintain the security of all passwords used to access the Services, not allow password sharing and accept all risks of unauthorized access to the Account; and (iii) promptly provide notice to Draycir support@draycir.com if the Entity discovers or otherwise suspects any security breaches related to the Services.

1.3.3 All requests to change user names, phone, email address, or passwords to log-in to the Services, or cancel and remove an Account must be made through the Entity's designated administrator. An Account will terminate within a reasonable time following your administrator's request to Draycir to terminate such Account.

1.4 CANCELLING AN ACCOUNT MAY CAUSE INABILITY TO ACCESS THE ACCOUNT AND/OR THE LOSS OF ALL OR CERTAIN INFORMATION. UNLESS BY APPLICABLE LAW WE ARE REQUIRED TO RETAIN INFORMATION FOR A SPECIFIED MINIMUM PERIOD, WE MAY DELETE OUR INFORMATION AT ANY TIME.

1.5 If an Account is cancelled before the end of a Subscription Period (as such term is defined below), any prepaid Subscription Fee will be non-refundable.

## **2 Equipment; Software; Updates and Modifications**

2.1 Certain equipment and software is required to access and use the Services. In addition, we may need to automatically update some of the software you obtain through the Services or provide you with new software to keep the Services functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Services, you agree to such automatic updating.

2.2 We reserve the right to change the method of connecting to the Services at any time.

2.3 We reserve the right, in our sole discretion and where technically feasible, to disable your access to or ability to use Services that we believe present a health and safety risk or violate our community standards, agreements, laws, regulations or policies. We will not incur any liability or responsibility if we choose to remove, disable, or delete such access or ability to use any or all portion(s) of the Services.

## **3 Your Use of the Services and Content**

3.1 Content and Software License. Except as otherwise agreed upon, if we enable the use of software, content, or other materials owned or licensed by us ("**Software and Content**"), we hereby grant you a limited, nonexclusive, non-sublicensable license to access, install, and use the Software and Content solely in connection with the Services and conditioned on your compliance with these Terms.

3.2 **Use Restrictions.** You may not, nor may you permit others to, unless otherwise explicitly permitted under these Terms or consented to in writing by Draycir, use the Services or any portion thereof: (a) for any illegal, immoral, unlawful and/or unauthorized purposes; (b) for commercial purposes unrelated to the Services; (c) in a manner inconsistent with the usage guidelines Draycir provides; or (d) to violate the Privacy Policy referred to in Section 10.1, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use of other manual or automatic device, process or method to access any component of the Services to retrieve, index and/or data-mine information. In addition, you may not (1) interfere with or disrupt the operation of the Services, or the servers or networks that host them, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks; (2) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Draycir endorses you, your business or any statement you make, or present false or inaccurate information about the Services or any component thereof; (3) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our online-platform(s) infrastructure, as determined by us; (4) bypass any measures we may use to prevent or restrict access to the Services; (5) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile or disassemble any portion of the Software and Content or publicly display, reproduce, create derivative works of, perform, distribute, or otherwise use such Software and Content, other than as permitted under these Terms; (6) copy, distribute, display, execute publicly, make available to the public, reduce to human

readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Draycir's proprietary rights, in any way or by any means, unless expressly permitted in these Terms; (7) make any use of the Software and Content on any other site or networked computer environment for any purpose other than use of the Services, or replicate or copy the Software and Content without the Draycir's prior written consent; (8) create a browser or border environment around the Draycir Content (no frames or inline linking are allowed); (9) sell, license, distribute, resell or offer the Services, or any portion thereof, for rent or lease or offer any of the above to the public in any manner, or integrate any of the above within a service of its own, without the prior written consent of Draycir; (10) frame or mirror any part of the Application without the Draycir's prior express written authorization; (11) create a database by systematically downloading and storing information stored and/or generated by the Services; (12) transmit or otherwise make available in connection with the Services or any portion thereof any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (13) access, or attempt to access, the Services other than through the interface that is provided by Draycir, without the prior written consent of Draycir; (14) remove or disassociate, from the Services or any component therefore any patent, copyright, trademark or other proprietary notices contained in such materials (such as ©, ™, or ®); (15) use the Services in any way that endangers the confidentiality of any individual's Personal Information; (16) violate any of the Terms; and/or (17) ship, transfer, or export the Software or Content into any country where same is prohibited by applicable laws.

**3.3 Printed Matter.** Except as specifically set forth herein, no software or documentation which is provided by us pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by you without our prior written agreement. Additional copies of printed materials may be obtained from us at the charges then in effect.

**3.4 Third-Party Content.** Your use of services, applications, or content provided by third-parties ("**Third-Party Content**") made available through the Services may be subject to additional end user agreements. In the event that these agreements conflict with the provisions of these Terms, the terms of those Agreements will govern. Draycir has no responsibility or liability with respect to your access to or use of the Third-Party Content, or any content or functionality contained in such Third-Party Content, your rights to which are solely provided pursuant to a license between you and the provider of such Third-Party Content. In no event shall Draycir be considered the licensor of the Third-Party Content, to have granted any rights to use the Third-Party Content, to have assumed any obligations with respect to the Third-Party Content, or to have made any representations or warranties with respect to the Third-Party Content.

**3.5 Limitation of Liability.** Draycir are not responsible for inaccuracies in data sourced from third parties. We shall not be liable for any loss or damage, direct or indirect, arising from decisions made based on such data, regardless of any advice or notice given regarding potential inaccuracies.

**3.6 Availability of Services after Purchase.** Some Services may rely on services provided by third-parties for some or all of its functionality. Such Services may not function properly or may become inoperable if these third-parties discontinue their services. Draycir shall have no liability with respect to such discontinuance.

**3.7 Availability.** The Services may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Services in territories and jurisdictions where such use is prohibited.

**3.8 Network Costs.** You are responsible for providing network connectivity as required to access the Services and the payment of all fees related thereto.

**3.9 Fair Usage Policy.** Draycir provides a multi-tenanted SaaS solution and seeks to ensure and maintain an optimal user experience. In order for us to give all of our users fair access to system resources, Credit Hound has a Fair Usage Policy in place which limits the number of customers that can be chased each month.

Where this limit is exceeded, Draycir reserves the right to restrict the Services / enforce the limit at any time. This limit will be based on what we deem to be "normal" usage for businesses of your scale. We recognise that usage may vary based on the size and nature of your business, and we will monitor usage accordingly.

Draycir reserves the right to amend these limits.

## **4 Purchasing Services**

4.1 Purchasing Services from Draycir. Purchases of Services will be made directly through the Credit Hound Cloud software or via channel partners, distributors and resellers. All such purchases will be subject to all terms and conditions of Chargebee and its privacy policy, or those in place between you and the third-party providing you with this service. Without limiting the foregoing, all purchases of Services through Chargebee will be subject to the payment policies of Chargebee. You represent and warrant that any information you provide to Chargebee or the third-party providing you with this service in connection with a purchase is accurate and any information you provide with respect to an ongoing subscription will be kept current. Draycir will have no responsibility or liability for inaccurate information or information that later becomes outdated, and Draycir will have no obligation to make efforts to determine the correct information.

4.2 **Free Trials.** If you are subscribing for the Services on a free trial basis, unless a trial period is specified as part of your offer, such trial may be terminated at any time and without notice by Draycir. Draycir shall have no liability to maintain or provide to you any information submitted to the Services by you or with respect to your customers after the end of the trial period, unless you then enter into a paid subscription. At the end of the free trial period, unless terminated by you, your subscription shall be converted to a paid subscription for the relevant Subscription Period (as defined below) for such Service.

4.3 Subscription Services. If you are obtaining the Services on a subscription basis, you will pay the fees, if any, specified at the time you obtain access to the Services (the "**Fee**"). During the subscription period (the "**Subscription Period**") you will receive access to the Services and any updates or upgrades thereto. Unless otherwise specified at the time you subscribe, the Subscription Period will commence at the time of purchase and end one month later, for monthly subscriptions, and one year later, for annual subscriptions, with monthly/annual billing in advance. Unless terminated prior to the end of the relevant Subscription Period, subscriptions will renew for an additional Subscription Period. If a subscription is not renewed, your ability to access the Services will terminate at the end of the final Subscription Period and you shall not use the Services after the end of such Subscription Period.

4.4 **Additional Eligible Users.** You may add or delete Eligible Users or companies at any time by upgrading or downgrading your subscription through the Marketplace.

4.5 **Final Sale.** All purchases of Services are final, except as required by law.

## 5 Draycir Content

5.1 The Services provide you with additional content and media, including, without limitation text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, interactive features related graphics, illustrations, drawings, and animations (collectively, the "**Draycir Content**").

5.2 All rights in and to the Draycir Content available in connection with the Services are reserved to Draycir or its licensors.

5.3 To the extent you provide any feedback, comments or suggestions to Draycir ("**Feedback**"), Draycir shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Draycir current or future product, technology or service and use same for any purpose, all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed non-confidential. Furthermore, you warrant that your Feedback is not subject to any license terms that would require Draycir to comply with any additional obligations with respect to any of Draycir's current or future products, technologies or services that incorporate any Feedback.

## 6 User Content

6.1 **Rights to Content.** You represent and warrant that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions with respect to any information or content you transmit or make available via the Services ("User Content").

6.2 License. You hereby grant Draycir a non-exclusive, royalty-free, fully paid up, worldwide, perpetual, sublicenseable, assignable and irrevocable license to use User Content that is not Personal Information. Draycir

will only use such information on an anonymized basis for the purpose of improving the Services and data analytics.

6.3 Retention. You hereby agree that we may retain copies of certain information you transmit or make available via our Services, as necessary for us to comply with regulatory requirements.

6.4 User Content Warranty. You are solely responsible for the User Content you make available through the Services and you represent and warrant that (a) you either are the sole and exclusive rights owner of all User Content that you provide, or you have obtained all rights, licenses, permissions, consents and releases that are necessary to grant to Draycir the rights specified in this section; and (b) the provision of your User Content, will not infringe, misappropriate or violate any third-party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable laws or regulations.

## **7 Customers**

7.1 **Accounting Systems.** The Services rely on information imported from accounting system(the "System"). For on-premise based accounting systems,as a precondition for use of the Services, you are required to install the System on an on-premises basis and identify the companies that will be subject to the Services. Draycir relies on the accuracy of the information in the System and shall have no liability in the event that such information is inaccurate or incomplete and for any actions it takes based on such information.

7.2 **Regulatory Compliance.** Collection efforts of the types supported by the Services are often subject to local, state and national regulations (the "Regulations"). In particular, consumers are often afforded a higher level of protection. Draycir does not represent or warrant that the Services comply with the Regulations and you should verify compliance with the Regulations before the Services are utilized for communications and other activities with respect to your customers.

7.3 **Templates.** As part of the Services, Draycir may provide model templates for communications to the customers. Such templates are provided "as is" and without warranty and are used at your own risk. You are also responsible for determining whether the templates comply with the Regulations applicable to your particular use case(s).

### **7.4 AI Assistant Service.**

**We do not guarantee that the Service will function as intended or be uninterrupted or error-free.**

#### **ACCURACY OF OUTPUT**

**While we strive to provide accurate output, we cannot guarantee that the emails generated by the Service will always be accurate or appropriate for your intended use. You agree to review and approve each generated email before sending it to ensure its appropriateness and correctness.**

#### **SERVICE CHARGES AND FAIR USE**

**The Service is currently provided free of charge. However, we expect that you will use the Service in a manner consistent with 'fair use'. If we determine, at our sole discretion, that your use of the Service exceeds what we consider to be 'fair use', we reserve the right to suspend or disable your access to the Service.**

**Furthermore, we reserve the right to institute charges for the Service or any part thereof in the future, subject to reasonable notice.**

**Please note that 'fair use' is defined as a level of usage that does not materially impact the performance of the Service for other users or cause undue strain on our resources. The specifics of what constitutes 'fair use' may vary and will be determined by us at our sole discretion.**

#### **ANALYSIS OF OUTPUT**

**By using the Service, you grant us permission to analyse and use the generated emails to improve the Service, create new services, and for other research and development purposes. We will not share personally identifiable information without your explicit consent.**

## MODIFICATION AND TERMINATION OF SERVICE

We reserve the right to modify or discontinue, temporarily or permanently, the Service with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

## NOT PART OF PAID SUBSCRIPTION

The Service is not included as part of any other paid subscription or service that we provide. We reserve the right to remove or alter the Service at any time, without affecting any paid subscription or service.

## 8 DISCLAIMER OF WARRANTY

WE DO NOT WARRANT THAT THE SERVICES WILL BE FREE OF ERRORS, BE UNINTERRUPTED, OR WILL MEET YOUR REQUIREMENTS. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY TEMPORARY DELAY, OUTAGE, OR INTERRUPTION OF THE SERVICES, AND YOU HAVE NOT ENTERED INTO THESE TERMS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. ALL SERVICES PROVIDED UNDER THESE TERMS WILL BE DEEMED ACCEPTED WHEN DELIVERED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY DRAYCIR WILL CREATE A WARRANTY. THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

## 9 Support

Support is provided between the hours of 9am and 5pm Eastern Standard Time. To obtain support please contact [support@draycir.com](mailto:support@draycir.com).

## 10 Privacy Policy

**10.1 Privacy Policy.** Our Privacy Policy, which is available at [www.credithoundcloud.com/privacy](http://www.credithoundcloud.com/privacy), is incorporated into these Terms and sets forth how we treat personal data, including how we collect, use and disclose personal information.

**10.2 Third-Party Policies.** In addition, certain third-parties (such as developers of Third-Party Content and the manufacturers of your computer, mobile phone or other devices) may collect information about you when you use the Services. These third-parties have their own privacy policies and will treat the information they collect about you according to these policies. We encourage you to review these privacy policies before providing any information to third-parties. We are not responsible for the accuracy of any third-party's privacy policy or for ensuring that third-parties comply with their privacy policies.

## 11 Data Processing

- For the purposes of this Section 11, the following definitions shall apply:

**Applicable Data Protection Laws:** means (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; or (b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Draycir is subject, which relates to the protection of personal data.

**EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**Your Personal Data:** means any personal data which Draycir receives from you and processes in connection with these Terms, in the capacity of a processor on your behalf.

**UK GDPR:** has the meaning given to it in section 3 (10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

The terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

**11.2** Both you and Draycir will comply with all applicable requirements of the Applicable Data Protection Laws. This Section 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

**11.3** For the purposes of Applicable Data Protection Laws, you are the controller for Your Personal Data (as set out in Schedule 1) and Draycir shall process it as processor for and on your behalf.

**11.4** Without prejudice to Section 11.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of Service Personal Data Draycir for the duration and purposes of these Terms.

**11.5** In relation to Your Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by Draycir, the duration of the processing and the types of personal data and categories of data subject.

**11.6** Without prejudice to Section 11.2, Draycir shall, in relation to Your Personal data:

**(a)** process that Your Personal Data only on your documented instructions, which shall be to process Your Personal Data for the purposes set out in Schedule 1 unless Draycir is required by any applicable laws to otherwise process Your Personal Data (**Purpose**). Where Draycir is relying on applicable laws as the basis for processing Your Personal Data, Draycir shall notify You of this before performing the processing required by the applicable laws unless those applicable laws prohibit Draycir from so notifying you on important grounds of public interest. Draycir shall inform you if, in the opinion of Draycir, any instructions received from you infringe Applicable Data Protection Laws;

**(b)** implement the technical and organisational measures set out in to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which you confirm are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of personal data to be protected, having regard to the state of technological development and the cost of implementing any measures;

**(c)** ensure that any personnel engaged and authorised by Draycir to process Your Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

**(d)** assist you insofar as this is possible (taking into account the nature of the processing and the information available to Draycir), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

**(e)** notify you without undue delay on becoming aware of a personal data breach involving Your Personal Data;

**(f)** after the termination of the Services, at your written direction, delete or return Your Personal Data and copies thereof to you unless Draycir is required by Applicable Law to continue to process Your Personal Data. For the purposes of this Section 11.6(f), Your Personal Data shall be considered deleted where it is put beyond further use by Draycir and if you fail to notify us of your decision within 90 days of the termination of the Services we will delete Your Personal Data (unless we are required to retain that data by Applicable Law); and

**(g)** maintain records to demonstrate its compliance with this Section 11, and allow for reasonable audits by you or your designated auditor, for this purpose, on reasonable written notice and at your cost.

**11.7** You provide a prior, general authorisation for Draycir to:

**(a)** appoint processors to process Your Personal Data, provided that Draycir:

**(i)** shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Draycir in this Section 11;

(ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Draycir; and

(iii) shall inform you of any intended changes concerning the addition or replacement of the processors, thereby giving you the opportunity to object to such changes provided that if you object to the changes and cannot demonstrate, to Draycir's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, you shall indemnify Draycir for any losses, damages, costs (including legal fees) and expenses suffered by Draycir in accommodating the objection.

(b) transfer Your Personal Data outside of the UK as required for the Purpose, provided that Draycir shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, you shall promptly comply with any reasonable request from Draycir, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

**11.8** Draycir's liability for losses arising from any breach of this Section 11 is subject to the limitations set out Section 16 of these Terms.

## **12 Ownership and Intellectual Property**

**12.1 Intellectual Property Rights.** Unless otherwise indicated, the Services are the property of Draycir or our licensors and are protected by the patent, copyright, trademark and other laws of the United States and foreign countries (the "**Intellectual Property Rights**"). Except as expressly set forth herein, these Terms grant you no rights in and to the Services and the Intellectual Property Rights. You will not remove, alter or obscure any patent, copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

**12.2 Trademarks.** The Draycir marks and logos and all other proprietary identifiers used by Draycir in connection with the Services (the "**Draycir Marks**") are trademarks or registered trademarks of Draycir. The Draycir Marks and those of its affiliates may not be copied, imitated or used, in whole or in part, without prior written permission, including as authorized by any applicable brand guidelines. All other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners and may not be used without permission of the applicable trademark holder.

## **13 Export Compliance and U.S. Government Rights**

You will comply with all applicable export control laws of the United States and the export laws of any other applicable nation, including without limitation, the U.S. Export Administration Regulations ("**Export Laws**"). You will not, directly or indirectly, export, re-export or download Services or any component thereof: (a) to any individual, entity or country prohibited by Export Laws, including by any U.S. sanctions program; (b) to anyone on the SDN List, the Denied Persons List or Entity List or other export control lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical or biological weapons proliferation or development of missile technology. You further represent and warrant that no U.S. federal agency has suspended, revoked or denied your export privileges and you are not listed on the SDN List. You will also not use the Devices outside the country to which they are delivered. Any such use, will void the warranties set forth herein.

## **14 Confidentiality**

**14.1** You hereby acknowledge and agree that the Software and Content constitute and contain valuable proprietary products and trade secrets of Draycir, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and take precautions to ensure that your employees treat) the Software and Draycir Content as confidential in accordance with the confidentiality requirements and conditions set forth below.

**14.2** Draycir hereby acknowledges and agrees that the User Content is confidential. Accordingly, we agree to treat, and take precautions to ensure that our employees treat, all such information as confidential in accordance with the confidentiality requirements set forth below and as required by applicable law.

**14.3** Maintenance of Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same

manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to such information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

14.4 Injunctive Relief. If either party breaches any of its confidentiality obligations hereunder, the non-breaching party shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

## 15 Indemnification

You agree to defend, indemnify and hold harmless Draycir and our affiliates, independent contractors and service providers, suppliers, resellers, distributors and channel partners and each of their respective directors, officers, employees and agents (collectively, "**Draycir Parties**") from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (a) your purchase or use of, or inability to use, the Services; (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by Draycir or a third-party in relation to the Services, (c) your violation of any applicable law or any rights of any third-party; or (d) any User Content or Feedback you provide.

## 16 Limitation of Liability

THE DRAYCIR PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF DRAYCIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE DRAYCIR PARTIES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNT YOU PAID US TO USE OUR SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE RELATED CLAIM WAS MADE. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

## 17 Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING ARBITRATION (JURY TRIAL WAIVER) OF ANY AND ALL DISPUTES (OTHER THAN SPECIFIED INTELLECTUAL PROPERTY CLAIMS) WITH DRAYCIR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DRAYCIR (NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS).

**17.1 Binding Arbitration; Disputes; Small Claims. You and Draycir agree to waive any right to a jury trial, or the right to have any Dispute resolved in any court, and instead accept the use of binding arbitration (which is the referral of a Dispute (as such term is defined below) to one or more impartial persons for a final and binding determination). "Dispute"** as used in this Section 17 means any dispute, cause of action, claim, or controversy arising out of or in any way related to Draycir, these Terms, the subject matter of these Terms, or access to and use of the Services, including but not limited to contract, personal injury, tort, warranty, statute or regulation, or other legal or equitable basis and disputes that involve third-parties (such as developers of Third-Party Content), except any dispute, cause of action, claim, or controversy relating to Draycir's intellectual property (such as patents, trademarks, trade dress, domain names, trade secrets, copyrights, and/or patents). You and Draycir empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these Terms or formation of

this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.

**17.2 No Class Arbitrations, Class Actions or Representative Actions.** You and Draycir agree that any Dispute is personal to you and Draycir, and that any Dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding. Neither party agrees to class arbitration, or an arbitration where a person brings a Dispute as a representative of any other person or persons. Neither you nor Draycir agrees that a Dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.

**17.3 Federal Arbitration Act.** You and Draycir agree that these Terms affect interstate commerce and that the enforceability of Section 16 shall be governed by, construed, and enforced, both substantively and procedurally, by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") to the maximum extent permitted by applicable law.

**17.4 Confidentiality.** The arbitrator, Draycir, and you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

**17.5 Process.** Our goal is to resolve claims fairly and quickly. Accordingly, for any Dispute that you have against Draycir, you agree to first contact Draycir and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Draycir. The Notice to Draycir must be sent by certified mail addressed to: Draycir Ltd, Regent House, 80 Regent Road, Leicester, LE1 7HE, United Kingdom. The Notice must (a) include your name, residence address, and the email address and/or mobile telephone number associated with your account; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If you and Draycir cannot reach an agreement to resolve the claim within 30 days after such Notice is received, then either party may, as appropriate in accordance with this Section 16, commence an arbitration proceeding or file a claim in court. You and Draycir agree that any Dispute must be commenced or filed within one year after such claim arose; otherwise, the Dispute is permanently barred.

**17.6 AAA Arbitration.** In the event that you and Draycir cannot resolve a Dispute, you or Draycir shall promptly submit the Dispute to binding arbitration at the office of the American Arbitration Association ("**AAA**"). In the event AAA declines or is unable to administer the arbitration, you and Draycir agree to use an arbitration forum or arbitrator that you and Draycir mutually agree upon. If, after making a reasonable effort, you and Draycir are not able to agree upon an arbitration forum or arbitrator, AAA or a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the applicable AAA Arbitration Rules ("**AAA Rules**") then in effect. The AAA Rules and other information about AAA and arbitration are readily available at <http://www.adr.org>, by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into these Terms, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the AAA Rules are unfair in any way. You and Draycir agree that these Terms govern the arbitration, and that the applicable AAA Rules shall be subject to changes in procedures that AAA may make from time to time. The arbitration proceedings shall be held in New York City, New York.

**17.7 Individual Arbitration.** As limited by the FAA, these Terms, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by these Terms (as stated above). The arbitrator may only conduct an individual arbitration and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person or persons.

## **18 Termination**

**18.1 Term.** These Terms shall remain in effect until the earlier of the end of any relevant Subscription Period or as terminated as set forth herein. Your failure to comply with the Terms or failure to make any payment in a timely manner shall terminate the licenses granted herein and these Terms. In connection with such a termination, we may immediately (temporarily or permanently) limit, suspend or otherwise terminate, your Account, your password and your access to the Services without notice. Without limiting the generality of the

foregoing, we may terminate or suspend your Account if we believe in our sole discretion that any of the following events occurred: (a) there is a threat to the security or integrity of your Account, our network or our servers; (b) suspension or termination is needed to protect the rights (including without limitation, privacy rights), property or safety of the Draycir, its customers, patients or the public; (c) we have reasonable grounds to suspect that you do not meet the eligibility requirements specified in Section 1.1 above; (d) you have violated any of these Terms; and/or (e) we are required to do so by applicable law.

**18.2 Rejecting Terms.** If these Terms are materially modified during the Subscription Period, you may terminate these Terms by closing your Account within five (5) business days of such modifications, uninstalling our Application and stopping your use of our Services and this will be your sole remedy in such circumstances. Refunds will be issued with respect to any unutilized Subscription Period.

**18.3 Effect of Termination.** Upon termination of these Terms: (i) the license and all other rights granted to you hereunder will automatically terminate; (ii) you must immediately cease all use of the Services, delete and destroy all copies of any Software and Content in your possession or control (and to certify such action to Draycir, if required by it), and (iii) the provisions of these Terms that, by their nature and content must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, Sections 5, 6, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 will survive the termination of these Terms.

**18.4 Notice.** We may, but are not obligated to, provide you a notice in the event of termination or suspension of your Account. During the suspension period, you will not have the ability to use or access your Account. In the event that we determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

## **19 Governing Law: Jurisdiction and Venue**

The laws of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement. To the extent the provisions in Section 17 do not apply, any dispute arising out of this Agreement shall be resolved only in the state and federal courts of New York. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provisions shall be deemed to be restated so as to be enforceable to the maximum extent possible under law; the remainder of this Agreement shall remain in full force and effect.

## **20 Modifications to the Services; Amendments**

Draycir reserves the right to change, suspend, remove, discontinue or disable access to the Services or particular portions thereof, at any time and without notice. In no event will Draycir be liable for the removal of or disabling of access to any portion or feature of the Services. No amendment hereof will be binding unless in writing and signed by Draycir.

## **21 Headings**

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

## **22 Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **23 Assignment**

You may not assign these Terms or any of the rights granted hereunder without the prior written consent of

Draycir, and any attempted assignment without such consent shall be void. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns.

## **24 Nonwaiver**

Any failure by Draycir to insist upon or enforce performance by you of any of the provisions of these Terms or to exercise any rights or remedies under these Terms or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.

## **25 No Joint Venture**

These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

## **26 Force Majeure**

Draycir will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control or anticipation of Draycir.

## **27 Contact Us**

If you have any questions or concerns regarding these Terms or our Services, please contact us at [support@draycir.com](mailto:support@draycir.com)

## **Schedule 1**

### **PARTICULARS OF PROCESSING AND YOUR PERSONAL DATA**

**Scope:** as contemplated by these Terms

**Nature and purpose of processing:** For the performance of the Services as described in the Terms

**Duration of the processing:** For the duration of the Services, and as contemplated thereafter in the Terms

**Types of personal data:** User's name, email address

- Customer identification data
  - Customer's; reference
  - Customer name
  - Customer address information
  - Customer post/zip code
  - Customer's country
- Customer contact details
  - Contact name
  - Contact telephone number
  - Contact email address
- User Management
  - User's name
  - User's email address
- Emails

- Tracking email deliverability to determine whether an email sent to a third party by a Customer has been delivered, read or replied to.
- Content of emails stored as part of the Services to the extent containing personal data. This personal data may relate to Customer users or third parties (such as customers of the Customer).
- Accounting system company information
  - Dataset name
  - Accounting system address information
    - Address Line 1
    - Address Line 2
    - Address Line 3
    - Address Line 4
    - City
    - County
    - Post/Zip Code
    - Country
  - Telephone number and Extension
  - Email
  - Website
- Credit Risk data sourced from third parties
  - Customer's commercial data
    - Director identification data
      - Name
      - Address information
      - Date of Birth
      - Nationality
      - Date appointed
      - Date resigned
  - Shareholder identification data
    - - Name
      - Address information
  - Secretary identification data
    - - Name
      - Address information

- Date appointed

**Categories of data subjects:**

- Users' Business names to the extent they constitute personal data such as sole traders who sign-up to use Credit Hound
- Users of Credit Hound
- Credit Risk data is provided by Experian which will encompass details of Company Directors, Shareholders and Secretaries.