

1. SERVICE TERMS

- 1.1. These terms (the **Service Terms**) form a binding legal agreement between you and Eagle Alpha, a company registered in Ireland with registered address at 19 Elgin Road Ballsbridge Dublin 4 D04T2P6 (**we, us, our**). These terms explain the basis on which you may use our web based database of data providers (the **Service**). For the avoidance of doubt **Service** shall include (a) any and all profiles generated by the use of the Service by you and/or by any third party, and (b) any and all software provided as part of the Service (whether belonging to us or to any third party licensor of and/or provider to us (each such licensor a **Third Party**)). By accepting these Service Terms you agree to be bound by their effect.

2. ACCEPTING THE SERVICE TERMS

In order to use the Service, you must first agree to the Service Terms. You may not use the Service if you do not accept the Service Terms. You can accept the Service Terms by:

- 2.1. clicking to accept or agree to the Service Terms, where this option is made available to you by us in the user interface for the Service and/or the Site; or
- 2.2. by actually using the Service. In this case, you understand and agree that we will treat your use of the Service as acceptance of the Service Terms from that point onwards.

3. USE OF THE SERVICE BY YOU

- 3.1. In consideration of your undertaking to comply with the obligations of these Service Terms, we grant you a personal, non-exclusive, non-assignable, non-transferable non-sublicensable licence for the duration of the agreement created by these Service Terms to use the Service solely and strictly for your own purposes of advertising yourself as a vendor of data.
- 3.2. You agree not to access (or attempt to access) any of the Service by any means other than through the interface that is provided by us. You agree that you will (a) not take any action that imposes, or may impose (in each case in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) not copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works from, distribute or publicly display any part of the Site and/or the Service without prior written consent from us; (c) not interfere or attempt to interfere with the proper working of the Service or engage in any activity that interferes with or disrupts the Service, or the servers and networks which are connected to the Service; (d) not bypass any robot exclusion headers or other measures we may use to prevent or restrict access to the Service; (e) not reverse engineer, decompile, disassemble, or adapt any portion of the Service, except as specifically permitted by applicable law; nor attempt to obtain, or assist others in obtaining, unauthorised access to the Service; nor remove any proprietary notices from the Service; and (f) abide by all local and international laws and regulations applicable to your use of the Service.

4. ACCOUNT SECURITY

- 4.1. You represent and warrant to us that any and all information and content of whatever sort and/or form (such information and content, **User Content**) provided by you is true, accurate and complete. You undertake to notify us promptly of any changes to such information. We reserve the right to decline any application from you to register as a user of the Service in our sole discretion and/or to suspend your use of the Service where we in our sole discretion believe that you are in breach of any provision of these Service Terms.
- 4.2. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Service. Accordingly, you agree that you will be solely

responsible to us for all activities that occur under your account, as determined, noted, or recorded by us. Such determination, notation, and record shall be at our sole discretion, and shall serve as conclusive proof of the facts stated therein and to which they attest.

- 4.3. If you become aware of any unauthorized activity, and/or use of your password or of your account, you agree to notify us immediately at enquiries@eaglealpha.com.

5. USER CONTENT

- 5.1. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any User Content and for the consequences of your actions (including without limitation any loss or damage which we may suffer) by doing so.
- 5.2. By uploading any User Content you represent and warrant to us that:
- 5.2.1. you have the lawful right to reproduce and distribute such User Content:
- 5.2.2. the uploading, downloading, posting, emailing or transmission by any other means of the User Content will not constitute or encourage a criminal offence, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; and
- 5.2.3. the User Content posted by you will not be unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libelous, tortious, hateful, or racially, ethnically or otherwise objectionable, or invasive of another's rights.

6. INTELLECTUAL PROPERTY

- 6.1. You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including without limitation any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Service may contain information which is designated confidential by us and that you shall not disclose such information without our prior written consent. For the avoidance of doubt this clause 6.1 does not relate to User Content.
- 6.2. Unless you have agreed otherwise in writing with us, nothing in the Service Terms gives you a right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including without limitation copyright and trade mark notices) which may be affixed to or contained within the Service.
- 6.3. By submitting, posting or displaying the User Content you give us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use in any way at our discretion (including without limitation to reproduce, reorganize, update, rearrange, curate, adapt, modify, translate, publish, publicly perform, publicly display, sell access to and distribute) any User Content which you submit, post or display on or through, the Service.
- 6.4. You understand that we, in performing the required technical steps to provide the Service, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.
- 6.5. You agree that we have the exclusive right (but not the obligation) to un-publish, take offline, delete, archive, prohibit, ban, or otherwise remove User Content that, in our sole opinion, does not relate or bears no relation, or, in any manner or form, is improper or inappropriate to the Service.

- 6.6. You confirm and warrant to us that you have all the rights, power and authority necessary to grant the above license.

7. TERMINATION

- 7.1. We may at any time, terminate our legal agreement with you and the supply to you of the Service if:
- 7.1.1. you have materially breached any provision of the Service Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Service Terms) and, where such breach is capable of remedy, we determine that you have not so remedied within fourteen days of notification; or
 - 7.1.2. we are required to do so by law (for example, where the provision of the Service and/or the Site to you is, or becomes, unlawful); or
 - 7.1.3. you cease to trade; or become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you; or a person (including without limitation the holder of a charge or other security interest) is appointed to manage or take control of the whole part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or the ability of your creditors to take any action to enforce your debts is suspended, restricted or prevented or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction): or
 - 7.1.4. the provision of the Service to you by us is, in our opinion, no longer commercially viable.
- 7.2. When these Service Terms come to an end the licence granted at clause 3.1 of these Service Terms terminate, and the provisions of Clauses 5, 6, 7 8 and 9 shall survive termination of these Service Terms.
- 7.3. We reserve the exclusive right and prerogative to retain, maintain, archive, protect, use, or store any and all data or information, without regard as to time or duration, as it may deem reasonable or necessary in the pursuit of its business or interests, or in protecting such business or interests, notwithstanding the termination or cessation of your relationship with us.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in these Service Terms, including without limitation this clause 8, shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including without limitation liability for fraud or for death or personal injury caused by our negligence.
- 8.2. You acknowledge and agree that we have no liability of any sort to you for (a) any use, misuse or loss of User Content by third parties: and (b) any use by you of Third Party Content and in each case you acknowledge and agree that no refund or compensation will be due to you from us, and you further acknowledge and agree that since we have no control over the content and/or quality of User Content and/or Third Party Content, and that since we are providing the Service to you for free, this limitation of our liability to you is reasonable.
- 8.3. There are no conditions, warranties, representations or other terms, express, statutory or implied, that are binding on us except as specifically stated in these Service Terms (including without limitation statutory warranties and conditions of user enjoyment, merchantability, fitness for a particular purpose and non-infringement). Any condition, warranty, representation or other term concerning the supply of the Service which might otherwise be implied into or incorporated in these Service Terms, or any

collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

- 8.4. You expressly understand and so agree that your use of the Service is at your sole risk and that the Service is provided on an "as is" basis. In particular, we do not represent or warrant to you that the Service and/or any User Content and/or Third Party Content will be accessible at any particular time, or that defects in the operation or functionality of the Service will be corrected, rectified, or remedied within any predetermined period.
- 8.5. Any material (including without limitation User Content and/or Third Party Content) downloaded or otherwise obtained or accessed through the use of the Service is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.
- 8.6. You expressly understand and agree that we and our licensors shall not be liable to you for:
 - 8.6.1. any indirect, special, incidental or consequential loss or damage which may arise in respect of the Service and/or its use or non-availability;
 - 8.6.2. loss of profit, business revenue, goodwill and anticipated savings;
 - 8.6.3. any trading or other losses which you may incur as a result of use of or reliance upon any content;
 - 8.6.4. any effect which use of the Service may have on any software you use;
- 8.7. Subject to the clauses above, the aggregate liability of us in respect of any and all loss or damage suffered by you and arising out of or in connection with the use of the Service by you and/or any third party shall not exceed €5. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of the Service; that we cannot adequately insure our potential liability to you; and that you are receiving use of the Service for free. Accordingly you and we agree that the exclusions and limitations contained in this clause 8 are reasonable. You also undertake at all times to mitigate any such damage or loss.

9. **DATA PROTECTION**

- 9.1. You warrant and represent that you have complied, and you undertake to continue to comply with, all requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) (**GDPR**) in relation to any personal data (as defined in the GDPR) which you provide to us. In particular, you undertake that you will not provide us with any personal data without having first secured the consent of the subject of the personal data to (a) the transfer of the data to us and (b) the display by us of the personal data in the Database for the purposes of the provision of the Service.

10. **GENERAL**

- 10.1. You shall not assign, transfer or sub-license any of your rights or obligations under these Service Terms. Failure or neglect by us to enforce any of the provisions of these Service Terms at any time shall not be construed or deemed to be a waiver of our rights nor shall this in any way affect the validity of the whole or any part of these Service Terms, nor prejudice our rights to take subsequent action. If any part of any provision of these Service Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provision and all other provisions of these Service Terms shall continue to be valid and enforceable to the fullest extent permitted by law.
- 10.2. These Service Terms represent the entire agreement of you and us in relation to the subject matter of these Service Terms and supersedes any previous agreement between you and us in relation to the

Service. Neither of you and us has relied upon any statement or representation made by the other in agreeing to enter this agreement.

11. LAW AND JURISDICTION

- 11.1. These Service Terms shall be construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish courts to settle any disputes which may arise in connection with these Service Terms.