



## CEDAR ROSE INT. SERVICES LTD WEBSITE'S TERMS OF SERVICE AGREEMENT

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The following Cedar Rose Int. Services Ltd Website's Terms of Service Agreement (the "Agreement") is between Cedar Rose Int. Services Ltd (the "Company") and the "Client" commencing on the "Effective Date".

WHEREAS, the Company is in the business of development, supply and operation of products and services relating to business intelligence and information; and

WHEREAS, the Client wishes to obtain or have access to products and services offered by the Company;

WHEREAS, this Agreement contains the Company's terms of engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Company & the Client hereto, intending, to be legally bound, agree as follows:

### DEFINITIONS

**"The Company"** or **"Company"** means Cedar Rose Int. Services Ltd a Company organised and existing under the laws of The Republic of Cyprus, under the number HE 205517 with its head office located at: Suite 5A, Kittalides Building; 3 Georgiou Katsounotou Street; 3036 Limassol; Cyprus.

**"The Client"** or **"Client"** **"You"** or **"Your"** means any natural person, or legal entity firm or company purchasing the goods or services supplied by the Company through its' website.

**"The Agreement"** or **"Agreement"** means the Cedar Rose Website's Terms of Service Agreement herein agreed between the Company and the Client for the sale of goods and/or services offered by the Company and governs the use of the website [www.cedar-rose.com](http://www.cedar-rose.com)

**"Effective Date"** is the date the Client agrees to the Cedar Rose Int. Services Ltd Website Terms of Service through the Company's Website which is clearly and conspicuously presented on the Company's Website including on its homepage and prior to the Client registering in order to obtain and or have access to the Company's Data, Company's Products and Services Provided by the Company and or purchases, acquires, utilises, downloads, procures, commissions or instructs the Company to provide the Client with information, data, products and or services offered by the Company through the Company's website and via email through the website or as otherwise agreed with the Company in writing.

**"Initial Term"** means the period of one year starting on the Effective Date of this Agreement.

**"Data"** or **"Services Provided"** or **"Company's Products"** mean information viewed, accessed or made available to the Client, such as reports (including sample and trial), products or services offered and delivered or made available to the Client including business intelligence and information services and reports provided electronically by email, API or other means - or by fax or otherwise via prior agreement of both parties.

Agreement to purchase goods or services is acceptance by the Client of the terms under this Agreement.

The **"Company's Website"** is [www.cedar-rose.com](http://www.cedar-rose.com) or any other sub-domain hosted under [cedar-rose.com](http://cedar-rose.com) domain including [cris.cedar-rose.com](http://cris.cedar-rose.com), [news.cedar-rose.com](http://news.cedar-rose.com), [api.cedar-rose.com](http://api.cedar-rose.com) etc.

### 1. INTRODUCTION

- a. This Agreement written on this webpage shall manage your use of this Website. The terms of this Agreement will be applied fully and affect your use of this Website. By using this Website, You acknowledge and confirm that you have read, understood and agreed to accept all terms and conditions written in this Agreement. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.



- b. In order to use the Website, You must be 18 years of age or older and capable of entering into this Agreement and its terms set forth.
- c. The Website is not intended for use by persons under the age of 18. Please do not use the Website if You are under 18 years of age, minors or people below 18 years old are not allowed to use this website.
- d. By continuing to use this Website You confirm that you are 18 years and above at the time.
- e. By Clicking on Agree, You are confirming to agree to the terms set forth in this Agreement.

## 2. CONFIDENTIALITY & SECURITY

- f. For the purposes of this Agreement, 'Confidential Information' includes all information (however recorded, preserved or disclosed and whether or not marked as or designated as confidential) disclosed directly or indirectly by a Party and/or its employees, officers, agents, advisers, sub-contractors or group companies (collectively a Party's 'Representatives') to the other Party and/or that Party's Representatives, including, but not limited to, this Agreement, financial information, marketing information, trade secrets, confidential know how, information, data (including but not limited to "Data"), documents or materials in respect of a Party's business or the business and affairs of a Party's customers, potential customers and/or Representatives .
- g. Each Party undertakes that it shall not at any time either during the validity of this Agreement, or at any time after the termination of the present Agreement, disclose and/or communicate and or make use of and/or copy the other Party's Confidential Information to any third party except as permitted under this Agreement or to the extent necessary for the proper performance of this Agreement, and shall use his best endeavours to prevent any disclosure and/or communication and/or use, by any other third party and/or natural and/or legal person, of any such Confidential Information of the other Party.
- h. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- i. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- j. Each Party may disclose the other Party's Confidential Information:
  - i) to its or its Group Companies' employees, officers, representatives and advisers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives and advisers to whom it discloses the other Party's confidential information comply with this all sub-clauses related to Confidentiality under this Agreement; and
  - ii) as may be required by law, court order or any governmental or regulatory authority.
- k. For the purposes of this clause (Confidentiality & Security), Confidential Information shall not include information which:
  - i) is or becomes generally available to the public (other than through a breach of this Agreement);
  - ii) is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
  - iii) the Parties have provided their prior mutual written approval and/or consent for the disclosure and/or use of Confidential Information.
- l. The Client shall notify the Company without undue delay after discovering any unauthorised access and breach of security, severe attacks or hacking to its servers, systems, database or software applications which may impact upon the Company. Client further agrees to assume full responsibility and to ensure its servers, systems, database and software application are secure and protected against unauthorised access as reasonably possible. In the event of Client's servers, system, database or software application are hacked or accessed without authorisation the Client must ensure access to the Company's Products is halted and disconnected immediately. The Client is liable for any charges as a result of negligence caused by it which may occur due to such incident as mentioned above which could be considered as purchase orders by the Company.

### 3. PERSONAL DATA AND ADHERENCE TO THE EU GENERAL DATA PROTECTION REGULATIONS

The Company adheres to and makes every effort to conform to and to comply with the EU General Data Protection Regulations also referred to as the GDPR. The Company will process personal data on individuals representing or employed by the Client in relation to the execution of this Agreement. The Company gives the rights to individuals whose data is processed by the Company in relation to this Agreement to be accessed, rectified, erased and objected to by contacting the Company's Data Protection Officer on [dpo@cedar-rose.com](mailto:dpo@cedar-rose.com). For the purpose of this clause, personal data include name, email address, telephone numbers, postal or physical address, browser cookies, Internet Protocol (IP) address and other data which could directly or indirectly identify an individual.

Each Party undertakes that it shall not at any time disclose the other Party's employees or representatives' personal data to any third party except as permitted under this Agreement or to the extent necessary for the proper performance of this Agreement or if required by law.

By signing this agreement The Client confirms and agrees to the following:

- a. The Client is aware of the EU General Data Protection Regulations (GDPR), further information on this regulation can be obtained from the EU authorities public website [https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en)
- b. The Client will make every effort to ensure it is compliant with the GDPR and registers with its relevant data protection authorities in the jurisdiction where its main operations are conducted from.
- c. The Client will use the Data procured from the Company in a manner consistent with all applicable law and regulations pertaining to the protection of personal data in accordance with the EU General Data Protection Regulations and as updated from time to time.
- d. In the case the Client is a United States of America incorporated entity the Client acknowledges that under this Agreement it is required to participate with the EU-US Privacy Shield. Further information on this can be obtained from the US authorities public website <https://www.privacyshield.gov>
- e. The Client allows the Company to process personal data on individuals related to The Client in order
  - i) for the Company to execute this agreement
  - ii) for the Company to comply with its own legal obligations including tax and accounting laws for the duration of this Agreement and as required by EU and local law thereafter.

### 4. ORDERING AND DELIVERY OF THE COMPANY PRODUCTS

- a. Purchasing
  - i) This Agreement with its terms and conditions, applies to all purchase orders ("Orders") which Client may place with The Company for the Company's Products during the term of this Agreement.
  - ii) Placing orders by the Client from The Company is subject to this Agreement.
- b. Orders
  - i) Each Order shall be deemed an offer by the Client to purchase The Company's Products and when accepted by The Company shall constitute a contract in accordance with The Company's Website's Terms of Service Agreement (this "Agreement"). If a conflict arises between the two, this Agreement shall take precedence.
- c. Changes to Orders
  - i) No terms of any Orders (whether, typed, written, or sent by any electronic means), except those specifying the quantity and type of Product(s) ordered, shall be binding either on The Company or Client if they contravene any term or condition of this Agreement, unless specifically accepted or approved in writing and signed by an appropriate authorised person of Client and The Company. A general or form acknowledgment of any such order or any communication with respect to such an order, or the making of deliveries with respect thereto, shall in no case be construed as an acceptance or approval of the type required by this paragraph.
- d. Company's Products
  - i) Company reserves the right to make changes and modifications in specifications or design of the Company's Products at any time and any Company's Products so modified shall be accepted by Client as standard changes in fulfilment of existing orders.
  - ii) Company reserves the right to discontinue any Company's Products or add new Products.



- iii) Full details of the content of Products can be found on the Company's website [www.cedar-rose.com](http://www.cedar-rose.com) or upon request via email from [orders@cedar-rose.com](mailto:orders@cedar-rose.com).

## 5. MODIFICATION, REVERSE ENGINEERING, AND DE-COMPILATION

- a. Insofar it is expressly prohibited under this Agreement for the Client, and the Client acknowledges, agrees and warrants that it shall not reverse develop the various stages of any or either part of the Agreement including Data, program, procedures or modifications provided to the Client by the Company under this agreement defeating copy protection or data protection methods.
- b. Any Data provided to the Client by the Company for the execution of this Agreement is subject to the Copyright clause under the Agreement.
- c. Client agrees that under no circumstances it shall retain, hold or store any Data provided under this Agreement by the Company for any period exceeding 60 days except for the purpose of billing and or auditing.

## 6. TRADEMARKS, TRADE NAMES

- a. Client acknowledges that Company, and/or its parent or affiliates are the sole and exclusive owners of the names "Cedar Rose", "Cedar Rose CR" and "CRiS" and any abbreviations or variations thereof, and of any and all of The Company's trademarks and trade names, service marks, trade logos (collectively "Trademarks") as The Company may unilaterally amend periodically (registered or not).
- b. Client agrees not to register or use any mark(s) that are similar enough to be construed as The Company Trademarks.
- c. Client acquires no rights to the Trademarks, and Client hereby assigns and transfers to The Company all rights that it may acquire in and to the Trademarks, whether by operation of law or otherwise.
- d. Any approval for Client's use of any Company Trademark shall be made pursuant to a Company Trademark License Agreement executed separately by and between the Parties hereto.

## 7. PRICES, CALCULATION OF FEES AND OTHER CHARGES

- a. Prices according to this Agreement are in the currency chosen by the Client on the Company's Website which can be either of the following US Dollars or EUR or STERLING POUNDS, payments to the Company by the Client shall therefore be in according to the chosen currency of the CLIENT
- b. Fees and turnaround times for reports are initially applied at the Company's standard prices, unless otherwise agreed in writing.
- c. Prices can be made available upon request from [orders@cedar-rose.com](mailto:orders@cedar-rose.com) or via the Company's Website.
- d. Prices for The Company's Products purchased hereunder are subject to changes from time to time and are subject to currency fluctuations. Live prices are available to Client via the Company's Website.
- e. Company's Prices do not include any taxes, fees, duties, shipping costs, insurance or other levies. Any such items (except taxes on The Company's income) will be added to the purchase price.
- f. Client shall pay all taxes arising from Client's activities as The Company's Client in any relevant jurisdiction.

## 8. ONLINE PAYMENTS

Using the online payment facilities on the Company's Website indicates that the Client has accepted this Agreement. All payments received by the Company via its online payment facilities through the Company's Website are subject to the following conditions:

- a. The Client may pay the price to purchase one or more of the Company's Products from the Company by using a debit/credit card. The Client warrants, agrees and confirms that when he/ she initiates a payment transaction and/or and provides his/ her card / bank details:



- i) The Client is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii) The Client is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii) The Client authorizes debit of the nominated card/ bank account for the payment of fees selected by the Client along with the applicable fees.
  - iv) The Client is responsible to ensure that sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or fees dues selected by the Client inclusive of the applicable Fee.
- b. Before using this Company's Website, it is recommended that the Client shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.
  - c. Payments through the Company's Website may reach the Company's bank account after five days or more, the Company does not accept any liability for delayed payments received to its bank account.
  - d. The Company does not accept liability for payments being recorded on the wrong account if the Client supplies inaccurate information.
  - e. The Company does not accept liability if payment is refused or declined by the Client's credit/debit card supplier for any reason.
  - f. In the event the Client's card supplier declines payment, the Company is under no obligation to bring this fact to the Client's attention. The Client should check with their bank/credit/debit card supplier that payment has been deducted from their account.
  - g. The credit card information supplied at the time of using the Company's Website is processed securely by the Company's payment gateway provider and is not supplied to the Company in full.
  - h. The information the Client provides during online payment transactions and which is passed to the Company by the payment gateway provider is securely held by the Company and will only be used for the purpose of recording the Client's payment and for accounting purposes as well as in accordance with applicable laws and regulations including the EU General Data Protection Regulation.
  - i. It is recommended that the Client takes and retains a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the Company's service
  - j. The Company will abide by the EU General Data Protection Regulation and ensure that the online payment data is only used for the Company's online payment service provider who will process this information on the Company's behalf. In limited and exceptional circumstances the Company may be required to disclose data to other third parties, for example where this is necessary to comply with the law. The Company's online payment service provider will retain some personal information so that the Company can access payment records in the event of queries or incomplete payment information. Any credit or debit card details given by the Client will not be retained in their entirety.
  - k. In no event will the Company be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of the Company's Website, any websites linked to the Company's Website, or the materials or information contained at any or all such websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.
  - l. Online payments and fees received by the Company will not be refunded under any circumstances.
  - m. The Client agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card banking transmitted over the internet to the Company may be susceptible to misuse, hacking, theft and/ or fraud and that Company has no control over such matters. The Company does not accept or assume any liability in the event of such unauthorised interception, hacking or other unauthorized access to information provided by a Client.
  - n. All payment details which are entered through the Company's online payment service provider which uses Payment Card Industry Data Security Standard (PCI DSS) are encrypted when the Client making payment, enters them.
  - o. The Company's Website site is secure and uses SHA-256 / RSA encryption to offer secure communications by encrypting all data to and from the site.
  - p. The Company shall not be liable for any failure by the Client or third party making payment to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

- q. The Company shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Company, its employees, directors, and its third party agents involved in processing, delivering or managing the Company's Website and related online payments service, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Company's Website or the Company's online payment service provider.
- r. The Client agrees that the Company or any of its employees will not be held liable by the Client for any loss or damages arising from your use of, or reliance upon the information contained on the Company's Website, or any failure to comply with this Agreement where such failure is due to circumstance beyond the Company's reasonable control.

## 9. BILLING ARRANGEMENTS

Where agreed and in writing with the Company, billing by the Company occurs

- a. At the end of each month for the following historical and existing reports:
  - i) Company Credit Reports,
  - ii) Company Profile Reports,
  - iii) Business Information Reports
  - iv) KYC Reports
  - v) Identity Verification Reports,
  - vi) Directorship & Shareholding Reports
- b. At the end of each month for the following freshly investigated reports:
  - i) Company Credit Reports,
  - ii) Company Profile Reports,
  - iii) Business Information Reports
  - iv) KYC Reports
- c. At the end of each week for Due Diligence types reports, services and investigations with the description of work performed during that week. These may include:
  - i) Bankruptcy Checks
  - ii) Civil Litigations
  - iii) Copy of Original Corporate Records
  - iv) Corporate Record Report
  - v) Directorship & Shareholding Reports
  - vi) Due Diligence Reports
  - vii) Local Reputational Due Diligence / Source Enquiries
  - viii) Political Associations & Connections Screening (PEP Screening)
- d. Billing by the Company can be made for each task or assignment if agreed in advance with the Company.
- e. Bills and invoices issued by the Company are payable by the Client within 30 days of the date of invoice.
- f. Payments are to be received by the Company to its bank account free of any deductions, bank and transfer charges by the Client's bankers or any intermediary bank, or taxes or levies imposed by any government other than the government of Cyprus.

## 10. PAYMENT TERMS

- a. The Client is liable to pay for all goods and/or services supplied by the Company within 30 days of receiving an invoice from the Company.



- b. If Client does not pay an invoice by the 30th day following the date of the invoice, the Company shall be entitled to charge a penalty of 8% per month on the amount due from that date until the date of the payment in full (whether before or after judgment).
- c. If invoices become outstanding for more than 90 days, the Company reserves the right to suspend the provision of products and services to the Client and halt the Client's access to its Data until payment is received, and/or to take any action for the recovery of the outstanding amount.

## 11. BUSINESS STANDARDS; ETHICAL & ANTI-BRIBERY STANDARDS

- a. The Client, Directors, officers, or employees of the Client shall not, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting The Company Product sales to any individual, corporation, government official or agency, or other entity.
- b. No gift, benefit or contribution in any way related to Company or the sale of The Company Products shall be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.
- c. Client shall generally abide by all of The Company's policies and standards regarding conflicts of interest and ethics as may be adopted by The Company with copies of these policies being provided to the Client in writing from time to time, such policies and standards being incorporated herein by this reference.

## 12. TERMINATION

### a. Termination By The Client

The Client may terminate this agreement by giving the Company a 90 days written notice at any time and will be liable for all work fees incurred up to that time. The Client shall not be entitled to cancel an order once accepted in whole or part, except by prior agreement with the Company.

### b. Termination By The Company

The Company may terminate this agreement and stop acting for the Client if:

- i) The Client does not comply with this Agreement;
- ii) The Company demonstrates, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
- iii) The Company demonstrates on reasonable grounds that, by continuing to supply Data to the Client, it may breach the professional conduct rules which are binding upon professionals in the Business Intelligence industry.
- iv) Client files for or has instituted against it any proceedings as to its bankruptcy, insolvency, reorganization, liquidation, receivership, or dissolution or there is an assignment for the benefit of creditors;
- v) If Client or Client's owners or principals become publicly known to or alleged to be associated with any unsavoury business practices, disqualified or fined by any industry regulators, authorities or central banks; linked to terrorism or the financing of terrorism or to bribery; becomes sanctioned, black listed or listed on any criminal lists by any internationally recognized association or government agency.

### c. Termination Without Cause

- i) Either party can terminate this Agreement without cause by giving 90 days' written notice to the other.
- ii) Termination will discharge and release The Company from all obligations and liability under this Agreement, except as it expressly accepts for unfulfilled orders and clause 5b of this Agreement.
- iii) The sole fact of this Agreement's termination shall not make either Party liable to the other for any compensation, reimbursement, losses or damages whatsoever, though both Parties shall remain obligated to pay all outstanding balances on its already issued and delivered invoices under this Agreement.

## 13. TERM



- a. This Agreement's term ("Term") shall begin on the Effective Date and continue for one year, and shall be automatically renewed every year, provided that either party hereto may terminate this Agreement at any time with 90 days' advance written notice.
- b. This Agreement shall terminate automatically if Client makes no purchases from the Company hereunder for a period of one year (365 calendar days) from the Effective Date of this Agreement, such termination to be effective as of the next calendar day after such period elapses with no written notice required from the Company.
- c. The Company may advise Client of changes and amendments to this Agreement during the Term in the form of email notifications to the address specified under Notices in the GENERAL PROVISIONS section item of this Agreement.

#### **14. CONDITIONS APPLICABLE**

Unless otherwise agreed in writing these conditions within this agreement shall prevail over any conditions stipulated by the Client.

#### **15. SPECIFIC CONDITIONS OF SALE**

The Company reserves the right to decline to trade with any other company or person. In the event that the Company declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

#### **16. PRICES AND QUOTATIONS**

Any prices quoted may (unless otherwise stated in a quotation) be varied by the Company in accordance with cost variations.

#### **17. DELIVERY**

- a. The Company shall endeavour at all times to meet quoted delivery speeds as shown on the Company's Website. However, any delivery speed quoted is not guaranteed nor is the time quoted for delivery a condition of the Agreement.
- b. The Company will not be liable for any failure to meet a delivery date or time nor for loss or consequential loss of any kind arising from a delay in delivery howsoever caused.
- c. Delivery speeds quoted apply to the Company's Cyprus office working hours only, which are 9.00am to 6.00pm local time (Eastern European Time EET), Monday to Friday and do not include Cypriot Public Holidays.
- d. When calculating delivery dates, the day of receipt of the enquiry is not to be counted as a working day.

#### **18. NON-DELIVERY**

The Client has 5 working days from the invoice date; to inform the Company of any discrepancy in the quality or quantity of the Company's Product or Products supplied to them.. Working days are The Company's working days which are Monday to Friday, from 9.00 am to 6.00 pm EET.

#### **19. TRANSFER CHARGES**

When and where maybe applicable, the amount of the invoice should be received in full by the Company, free of international transfer charges or any other deductions by the Client's bankers or any intermediary bank or financial intermediary.

#### **20. SUB-CONTRACTORS**

- a. The Company may assign and delegate its responsibilities and/or obligations by utilising sub-contractors in order to complete the assignments in full or in part.



- b. Placing orders with the Company therefore gives written consent by the Client to the Company and waives the liability of the Company for the acts and omissions of any sub-contractor.

## 21. TRANSFER CHARGES

The amount of the invoice should be received in full by the Company, free of international transfer charges or any other deductions by the Client's bankers or any intermediary bank.

## 22. LEGAL AND LIMITATION OF LIABILITY AND REMEDIES; INDEMNITY

### a. Legal Liability

- i) Whilst the Company seeks to ensure the accuracy of the information and/or report(s) ("Data") supplied to the Client, the Company makes no warranty, guarantee or representation as to the correctness or accuracy of the Data provided to the Client.
- ii) The Client hereby acknowledges and declares that the Data and/or services provided to the Client by the Company form non-advisory services and the execution of any order on behalf of the Client, by the Company, does not, in any way, imply the approval and/or recommendation of any such action and/or order and/or transaction by the Company.
- iii) The Client hereby acknowledged and declares, that it shall be personally responsible and/or liable for all direct losses and/or damages and/or costs and/or expenses and/or all indirect losses and/or indirect damages and/or any loss of profit and/or goodwill, as a consequence of the Client's use of the services provided by the Company and/or due to the breach of any of the terms and/or provisions of this Agreement, by the Client.
- iv) The Company shall perform its duties pursuant to the Agreement with reasonable skill, care and diligence
- v) The Company and employees of the Company shall have no liability to the Client or to any third party in relation to damages or for any loss of profit, expense, goodwill or any indirect or consequential loss incurred by the Client or third party for inaccuracies, opinions, errors, omissions, changes or misrepresentations relating to or contained in the Data.
- vi) The Company will not intentionally or will fully transmit files that they know to contain a computer program or a code or portion of a computer program, which is intentionally created and programmed to cause damage to, corrupt, hinder, crash, tie up, or otherwise create negative effects on the Client's computer system known as "virus". The Client is completely responsible for performing anti-virus screening and verification of all files obtained on or through the Products provided by the Company under this Agreement. Current and updated anti-virus screening software is highly recommended. As a condition to this Agreement, the Client agrees to perform virus screening prior to using or accessing the Company's Product
- vii) The Company shall not be liable to any third party as a result of any breach of its contractual obligations, any representations, any information or report(s) supplied to a Client(s), statement or tortuous act or omissions arising under or in connection with this Agreement.
- viii) The Client shall be entirely responsible for any credentials, tokens or username and password provided to access the Company's website, system, platform, data and knowledge base, API or CRiS and for payment of all and any Data or reports downloaded or obtained using the credentials, tokens, username and password provided by the Company to access its Product.
- ix) The Client shall be entirely responsible for cancellation and changes to Log-in details to any of the Company's Data access means requiring any credentials following staff changes and or any security breaches to their electronic systems and computers or any of their premises where The Company Data is accessed from.
- x) The Client agrees to provide via a written notice and email to [orders@cedar-rose.com](mailto:orders@cedar-rose.com) any changes to its' address and contact details included in this Agreement and any staff changes that have previously been granted access to the Company's Data under this Agreement.

### b. Limitation Of Liability

Any liability of The Company under this Agreement is expressly limited to The Company Products and services provided under this Agreement solely to the Client.

### c. Indemnity

- i) Except as otherwise stated herein, the Client states and acknowledges that it shall indemnify and hold harmless The Company against any and all claims, legal actions, losses, damages, liabilities, costs and expenses asserted against, imposed upon or incurred by The Company and the Client shall take responsibility of satisfying and/or covering any such claims made against the Company by third parties and/or creditors and/or governmental departments and/or public authorities and/or organisations and/or Social Security and/or income tax and/or V.A.T., and the Client shall fully compensate and cover all expenses and/or damages and/or losses, arising out of or relating to (i) any misrepresentation or breach of warranty or covenant by Client under this Agreement; (ii) any actual or alleged act or omission of Client in the course of its performance hereunder; (iii) death or injury to any person or damage to any property resulting from any product or part (a) not supplied by The Company, (b) supplied by The Company but changed, modified, adapted or refitted without The Company's written authorization, (c) not in Company's standard inventory but purchased by The Company at Client's direction, as well as any claim of infringement arising from the use of any Product with any other product as a combination not furnished by Company. In the event the Company is forced to pay any amounts for any of the abovementioned obligations and/or responsibilities, the Company shall have the right to act against the Client.
- ii) Company warrants and represents that the Products shall be delivered with good title free of any rightful third party claim of infringement of any patent, copyright, trademark, trade secret or other intellectual property right recognized or registered. If a Product or part thereof is held to constitute an infringement and its intended use is enjoined, The Company shall at its option procure for Client the right to continue using the Product, replace it with a non-infringing Product, or modify it to become non-infringing, or remove it. This Section does not apply to
- any product or part not supplied by The Company;
  - any Product or part supplied by The Company which is changed, modified, adapted or altered without The Company's express written approval;
  - any Product or part not in The Company's standard inventory but purchased by it at Client's direction;
  - any Product built to Client's design; or
  - any claim of infringement arising from the use of any Product in combination with any other product not furnished by The Company. This indemnity is company's sole liability and Client's sole remedy for infringement of any patent, copyright, trademark, trade secret or other intellectual property right.

### 23. NO TRACE REPORTS

- The Company shall conduct a thorough investigation according to the details provided by the Client and within the agreed time frame.
- The Client agrees to pay the Company in full for the report provided, even if the subject is not traced during that investigation.
- The Company agrees to provide a Follow Up report, free of charge, for up to one month following the original order delivery date should the Client be able to provide further information which leads to the subject of the report being traced.

### 24. COPYRIGHT

The copyright in any Data provided to a Client is and remains the property of the Company. The Data may not be copied, distributed, sold, reproduced, licensed or dealt with in whole or in part without the prior written consent of the Company. All use of the Company's Data shall be accredited with the Company's moral rights.

### 25. FORCE MAJEURE

The Company will not be liable for any delays or non-performance of its obligations under this Agreement directly or indirectly if such delay or non-performance is due the lack of adequate instructions from Clients, an act of God, fire, earthquake, explosion, accident, acts of public enemy,

terrorist acts, war, strikes, work stoppages, slow-downs, boycotts, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, transportation embargo, change of law or governmental regulations or requirements, unavailability of resources and other causes (whether or not similar in nature to any of those herein before specified) beyond the Company's reasonable control. If a delay or failure of a Party to perform its obligations is caused by, or anticipated because of, Force Majeure, the performance of that Party's obligations will be suspended.

## 26. SOLICITATION AND ENTICEMENT

- a. Neither Company nor the Client ("Parties") shall directly or indirectly (whether alone or in conjunction with or on behalf of any other person, business or organisation) solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by the other Party in connection with this Agreement during the Term of this Agreement or for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the other Party's staff.
- b. Client agrees that it shall not directly or indirectly (whether alone or in conjunction with or on behalf of any other person, business or organisation) solicit or entice away (or attempt to solicit or entice away) any person related to the Company, including the Company's contractors, sub-contractors, associates, representatives or employees whom the Client may come into contact with during the validity of this Agreement.

## 27. DISPUTE RESOLUTION

- a. This clause is without prejudice to the right to terminate this agreement pursuant to any of the above clauses.
- b. The parties shall negotiate in good faith and use reasonable endeavours to settle amicably any dispute between the parties that may arise out of or relate to this Agreement or a breach thereof.
- c. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties within 14 days of one Party giving written notice to the other of the existence of the dispute, the dispute shall be referred to the respective senior officers of the parties who shall meet without undue delay in order to attempt to resolve the dispute.
- d. If a dispute has not been resolved within 2 months of the dispute notice, then the other Party may initiate any legal proceedings it deems appropriate.
- c. Nothing in this Clause shall prevent a Party from seeking the remedy of an injunction for any threatened or actual breach of this Agreement.

## 28. GENERAL PROVISIONS

### a. Severability

All the terms and conditions of the present Agreement are to be conceived as essential and any of the Parties, which violates any of the above terms and/or conditions, and/or any of the Parties which fails and/or neglects and/or omits to comply with any of the said and/or provisions, shall be subject to payment of compensation and/or damages to the innocent party, and/or to any other remedy provided by this Agreement.

If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall not be affected thereby.

### b. Notices

Except as otherwise provided in this Agreement, all notices, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by other electronic means or internationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Party from time to time in accordance with the provisions hereof, and shall be deemed given when personally delivered, when sent electronically or 3 business days after being sent by overnight courier. For email notice to be effective, the sender must also request to receive a read or delivery receipt confirming delivery or receipt of the email or a reply to the email.



**29. JURISDICTION, LAW AND GENERAL**

- a. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- b. The interpretation, explanation, validity, execution and/or any other matter related to the present Agreement, shall be governed by Cyprus Law, and in case of any dispute, the jurisdiction where the resolution of the dispute shall take place shall be the Courts of the Republic of Cyprus.

Cedar Rose