Purchase Agreement

Terms of Service

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1. General

1.1 These terms and conditions apply to the Licensed Material (defined below) licensed by GW Solutions LTD a company with address: Asen Zlatarov 16, Plovdiv 4000, Bulgaria and VAT Number: BG201793517 (called ‘Supplier’ hereafter) to the customer named (the “Customer”) on the applicable SUPPLIER Subscription Order Form or any separate agreement that may exist between SUPPLIER and such Customer (together with these terms and conditions, “the Order”) for the supply of the SUPPLIER hosted look-up tools selected by the Customer and specified on the Order ("the Products") and the use of the data, information and editorial content and any software (together ‘Licensed Material’) included in the Products.

1.2 Products included on the order form may be provided by SUPPLIER’s affiliate. Licensed Material contained in such Products is supplied by SUPPLIER under license from SUPPLIER. The Customer agrees that SUPPLIER shall be entitled to enforce these terms and conditions in respect of such Licensed Materials as though it were a party to the Order.

1.3 The Order shall be governed by and construed in accordance with the laws of Republic of Bulgaria and the Customer agree to submit to the non-exclusive jurisdiction of the Bulgarian courts.

2. Access to the Product

2.1 The Customer will comply with any instructions relating to the security of the Products issued by SUPPLIER. A specially designated username and password will be allocated by SUPPLIER to the Customer or named employees of the Customer who are authorized to access and use the Products (“Authorized Users”) for the sole use of the Customer or Authorized Users to access the Products and the Licensed Material. Usernames are unique to the named individual Authorized User and must not be shared or transferred. SUPPLIER may alter usernames and/or passwords from time to time in accordance with its standard security procedures and shall inform the Customer accordingly.

2.2 The Customer shall notify SUPPLIER promptly if it becomes aware or suspects that any unauthorized person has obtained a password. SUPPLIER will alter the password and inform the Customer accordingly. Where the Customer notifies SUPPLIER by telephone, such notification shall be confirmed in writing by the Customer within 48 (forty eight) hours.

3. License

3.1 SUPPLIER grants to the Customer a non-exclusive, non-transferable license for the Customer and its Authorized Users to access and use the Products and the Licensed Material for its internal business use only subject to and in accordance with these terms and conditions, and for this purpose to: (a) search, interrogate, and display the data accessed through the Licensed Material (“Licensed Data”) on screen primarily for one person’s exclusive use;

(b) make a limited number of printouts of items included in the Licensed Data using the printing

commands contained in the Product;
(c) down-load and store in machine readable format a single copy of insubstantial portions of the Licensed Data; and
(d) down-load and store a single copy of relevant Licensed Data for the Customer's audit and regulatory purposes but not for any other purpose.

3.2 The Customer hereby acknowledges that the copyright, database rights and all other intellectual property rights comprised in or relating to the Licensed Material and all compilations thereof and in documentation supplied by SUPPLIER pursuant to the Products ("Documentation") are and shall remain the sole property of SUPPLIER or (as applicable) their third party licensors. Except as expressly permitted hereunder, no part of the Licensed Materials or Documentation may be reproduced in any form or by any means and may not be used to prepare or compile directories, database, mailing lists or other derivative works without the prior written permission of SUPPLIER.

3.3 The Customer may not use automated applications or software to intentionally enumerate or download the bank directory data returned by the IBAN Suite, Bank Suite, BIC Validation and SORTware services.
Automated downloads of bank directory data are only allowed for EISCD Weekly and EISCD Monthly services.

3.4 The Customer shall not use or permit the use of the Products or Licensed Material otherwise than for the purpose of its normal business activities and shall permit no-one other than its Authorized Users to use or have access to the Products, Licensed Material or any parts thereof.

3.5 The Customer may not:

(a) make multiple printouts or copies of Licensed Data for distribution to any party other than Authorized Users ("Unauthorized Persons");
(b) re-sell or redistribute the Product or any parts of the Licensed Material to others;
(c) make the Product or any Licensed Material available to Unauthorized Persons on a local area network, a wide area network or on any intranet or extranet;
(d) abstract, download, store, reproduce, transmit, display, copy or use the Licensed Materials other than as permitted above;
(e) remove any copyright or other proprietary rights notice contained or included in the Licensed Materials;
(f) use or authorize the use of software incorporated in the Product ('Licensed Software') other than as part of the Products; or
(g) modify, reverse engineer or decompile the Licensed Software.

3.6 Rate Limits:

The Customer shall not attempt to exceed or circumvent limitations on access, calls and use of our API, or otherwise use the our API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the terms of service or the API Documentation. Our present rate limits are 15 requests per second per IP address, as well as 15 requests per second per API key.

4. Changes to the Product

4.1 SUPPLIER reserves the right from time to time to make alterations to the Products or any part or parts thereof or to withdraw any part of parts thereof and to make alterations in the times of the availability of the Products and the rules of operation relating thereto and in particular:

(a) to make changes in the normal service hours and in user identification procedures provided that SUPPLIER shall not make changes in the normal service hours except in the case of emergency without giving at least 14 (fourteen) days' notice to the Customer;
(b) to add, amend, delete or otherwise vary all or any of the Licensed Data;
(c) to withdraw the Products from any particular network through which it they are from time to time available or to make the Products available through any additional or alternative network.

4.2 If through the fault of SUPPLIER (which shall not include any circumstances beyond SUPPLIER's reasonable control) any Product is suspended or interrupted or is otherwise temporarily unavailable or a fault occurs in the Product which prevents the Customer from effectively being able to gain access to the Licensed Data during normal service hours, SUPPLIER will take all necessary steps to rectify the fault as soon as reasonably practicable but shall not be liable for any loss or damage whatsoever suffered by the Customer as a result.

5. No Warranties

5.1 To the extent permitted by applicable law, SUPPLIER makes no express warranty or representation regarding the Products or the Licensed Materials and excludes any implied warranties including but not limited to any implied warranty that the information contained in the Licensed Data is accurate or up to date or that it is suitable for any particular purpose. All conditions, warranties or representation express or implied as to the operation or supply of the Product are hereby expressly excluded.

6. License Fee

6.1 The Customer will pay the fee payable to SUPPLIER as set out in the Order or otherwise communicated to the Customer by SUPPLIER, together with applicable value added tax or other sales tax, in the manner provided in the Agreement or Order Form. SUPPLIER may assess and collect late charges on past due invoices of up to one and one half (1 ½) percent per month or the highest amount permitted by law, whichever is lower.

6.2 Available queries and service plans**.**

(a) The Products provided by SUPPLIER include a pre-defined number of available queries.
(b) The Customer may use the available queries in his account for the period of 12 months form the date of purchase.
(c) If the Customer fails to renew his plan prior to the expiration date, all remaining queries in his account are lost.
(d) The Customer may purchase additional queries to his account. Remaining queries from previous purchases will be preserved if the current purchase is for a plan with the same or higher number of queries as the current plan.

6.3 All sales are final and non-refundable.

7. Limitation of Liability; Indemnification

7.1 The total aggregate liability of SUPPLIER and their licensors to the Customer for any direct loss arising out of the use of any Product by the Customer or its Authorized Users is limited to an amount equal to the aggregate amount paid by the Customer to SUPPLIER for the use of the Product during the period of 12 months prior to the date the loss was incurred.

7.2 Neither SUPPLIER or their licensors SHALL BE LIABLE TO THE Customer UNDER THIS ORDER OR IN CONNECTION WITH LICENSED MATERIALS FOR ANY SPECIAL, INCIDENTAL,

INDIRECT AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Nothing in these terms and conditions is intended to limit the liability of any person for death or personal injury caused by the negligence of that person, its employees or agents, except to the extent permitted by applicable law.

7.4 While the employees, servants and agents of SUPPLIER and SUPPLIER may be authorized to assist the Customer by means of help-desk and support facilities, any assistance given by such employee, servant or agent shall be solely at the Customer's risk and neither SUPPLIER nor SUPPLIER will be liable for any loss or damage suffered by the Customer arising there from.

7.5 The Customer shall indemnify SUPPLIER and SUPPLIER against any liabilities, losses, damages, costs or expenses whatsoever caused incurred by SUPPLIER directly or indirectly as a result of any claim or course of action made or instituted against SUPPLIER by any third party arising from the unauthorized use of the Products by the Customer or its Authorized Users.

7.6 SUPPLIER will defend, indemnify and hold Licensee harmless, and at SUPPLIER’s option, settle any action or proceeding of any kind or description based upon a third party’s claim of patent, copyright or trademark infringement asserted against Licensee in relation to the Licensed Materials (a ‘Claim’), provided: (i) the Licensed Materials are used as provided by SUPPLIER; (ii) SUPPLIER is given prompt, written notice of any such claim; (iii) SUPPLIER is given the right to control and direct the investigation, defense and settlement of each such Claim; and (iv) Licensee reasonably cooperates with SUPPLIER, at SUPPLIER’s expense, in connection with the foregoing and makes no admission or offer of settlement without the prior written authority of SUPPLIER. This indemnity does not extend to any modifications to the Licensed Materials by the Licensee where; (i) such modification is the cause of the Claim; or (ii) the Licensee’s use of the Licensed Materials in combination with any other product or resource not furnished or authorized by the SUPPLIER where such combination is the cause of the Claim. Should the Licensed Materials, become, or in SUPPLIER’s opinion are likely to become, the subject of a Claim, Licensee shall permit SUPPLIER, at Licensor’s option and expense, and as Licensee’s sole and exclusive remedy, either: (i) to procure for the Licensee the right to continue using the Licensed Materials; (ii) to replace or modify the same so that they become non-infringing; or (iii) to grant the Licensee a refund of the unused portion of the fees paid by the Licensee in relation to the relevant Licensed Materials.

7.7 The Products may contain links to external sites. SUPPLIER is not responsible for and have no control over the content of such sites and, to the extent permissible by law, disclaim all responsibility and liability in relation to information available on such sites or accessible from the Products via hypertext links.

8. Use of the Products

8.1 The Customer shall use the Products and the Licensed Materials in accordance with all laws and regulations applicable to the Customer.

8.2 It shall be the responsibility of the Customer to ensure that its terminals and other associated equipment are compatible with the requirements of the Products and the Customer shall pay all relevant charges associated with such hardware, equipment or other network components of Customer.

8.3 The Customer shall ensure that any copies of the Licensed Material are deleted from its equipment before disposal of the equipment.

9. Data Protection

9.1 Each party shall comply with all data protection and privacy regulations applicable to it in respect of any personally identifying information relating to any individual ('personal data') contained in the Licensed Materials. The Customer may make no use of such personal data except as expressly authorized by the SUPPLIER or by applicable law.

9.2 The supplier shall keep all confidential information which has been transmitted to him as part of this contract secret. The supplier will neither make them available to third parties, nor exploit them in other ways. This holds towards any unauthorized third parties, including unauthorized employees of the supplier or the client, unless sharing the information is necessary for fulfilling this contract. In case of doubt, the supplier shall ask the client for approval before sharing data.

10. Termination

10.1 Without prejudice to any other right or remedy which may be available to it SUPPLIER may terminate the Order immediately if:

(a) the Customer is in breach of clause 3 above;
(b) the Customer fails to make any payment to SUPPLIER within 14 (fourteen) days of the due date or is otherwise in breach of the Order and fails to remedy such breach within 14 (fourteen) days after written notice from SUPPLIER specifying the breach and requiring it to be remedied; or(c) the Customer at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business.

10.2 Upon termination for any reason the licenses granted SUPPLIER will cease to make the Products available to the Customer.

10.3 SUPPLIER shall additionally be entitled to suspend supply of the Products to the Customer if it reasonably suspects that the Customer is in breach of these terms and conditions.

10.4

11. General

11.1 The Customer may not assign (including in connection with the acquisition of any equity interest of Customer of greater than 25 percent (25%)), transfer, mortgage, charge or part with any of its rights, duties or obligations under the Order to any third party without the prior written consent of SUPPLIER. Any purported assignment will be null and void.

11.2 The order form and these terms and conditions override or supersede any terms of conditions emanating from the Customer and all or any prior promises, representations, understandings, agreements or arrangements oral or written, express or implied, between the parties at any time relating to the supply of the Product and no alteration or amendment shall be effective unless made in writing and signed by a truly authorized signatory of the Customer and SUPPLIER.

11.3 Failure by SUPPLIER to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, shall not be construed as a waiver of its rights under the Order or otherwise.

THIRD PARTY DATA TERMS AND CONDITIONS APPLICABLE FOR IBAN.com

1. VocaLink Limited

UK Clearing Code information contained in this product is obtained from the Extended Industry Sorting Code Directory (EISCD) provided by VocaLink Limited. All property rights (including, but not limited to, intellectual property rights) of the EISCD, Sorting Code, and Sorting Code Data are vested in UK Payments Administration Limited, which it holds on behalf of its Member Institutions.

GW Solutions LTD. Signature: Name: Title: Date:	 Signature: Name: Title: Date: