

## **Klarvant Subscriber Agreement**

This subscriber agreement (also referred to as the **"Agreement"**) governs your use and access to our services, including our report(s), our website(s), our application(s), our application programming interfaces (APIs), our notifications and any information or content appearing therein (collectively our **"Platform"**). You should also read our Privacy Policy, which explains how we collect and use your personal information, our Payment Terms, which sets out how you will pay for the use of our Platform, and our Acceptable Use Policy, which outlines your responsibilities when using our Platform.

By using our Platform, you, your organisation and its users (collectively referred to as **"you"** or the **"Client"**) agree to this Agreement, our Privacy Policy, Payment Terms, and Acceptable Use Policy, regardless of whether you are a paying user or a non-paying visitor. If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity.

### **IMPORTANT NOTICE:**

**By accepting this Agreement, you explicitly agree not to disseminate any data, findings, or information obtained from our platform to any entity or individual listed on the sanctions lists maintained by the European Union, the United States or the United Kingdom. These lists commonly include, but are not limited to, individuals, entities, or countries that are identified as posing a threat to national security, foreign policy, or economy of the aforementioned nations. You acknowledge and agree not to assist or facilitate, directly or indirectly, any entity or associated entity listed on these sanctions lists by providing them with any information or findings from our systems. Any violation of these conditions will result in immediate termination of your access to our services.**

### **1. About Us and How to Contact Us**

- 1.1. We are NodeZro Ltd, a company incorporated in England and Wales, trading as Klarvant (**"Klarvant"**). Our registered number is 13737105 and our registered office is at Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA, United Kingdom.
- 1.2. For any questions or problems relating to our Platform, our products or services, or these terms, you can contact us by emailing us at [support@klarvant.com](mailto:support@klarvant.com).
- 1.3. We are the data controller in relation to our Platform and are responsible for your personal data. Please refer to our Privacy Policy which is available at [klarvant.com/privacy-policy](https://klarvant.com/privacy-policy) for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 1.4. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 1.5. When we use the words **"writing"** or **"written"** in these terms, this includes emails.



## 2. Nature of Service

Klarvant provides an external intelligence platform based solely on publicly available information. The Platform does not access, interact with, or modify customer systems, networks, or private data.

## 3. Changes of Terms

We may amend these terms from time to time by posting the updated terms on our Platform. If we make material changes, we will notify you of the changes before they become effective. If you do not agree to the revised terms, you may terminate your account within a thirty (30) day notice period without liability for any cancellation fee. By continuing to use our Platform and our services after the changes come into effect, you agree to be bound by the revised terms.

## 4. Your Account and Authentication

- 4.1. When registering for an account on our Platform, you must provide a valid email address and authenticate using a supported Single Sign-On (SSO) provider, such as Google or Microsoft. Alternatively, you may use a One-Time Password (OTP) sign-on link sent to your email. We may add additional SSO providers in the future.
- 4.2. Authentication method usage recommendations:
  - (a) **Single Sign-On:** We recommend using SSO providers like Google or Microsoft for secure and convenient access.
  - (b) **One-Time Password sign-on link:** Utilise the OTP sign-on link only if you are unable to authenticate using SSO. Once you are able to authenticate using SSO, you should stop using the OTP sign-on mechanism.
- 4.3. You agree not to share your account credentials or give others access to your account. If and when we detect that an account is shared by multiple users, we may treat this as a security breach and suspend or terminate your account.
- 4.4. You agree to follow our Acceptable Use Policy, which is set out at the end of these terms.
- 4.5. You are responsible for all actions or activities that happen by, through or under your account, unless you report misuse.

## 5. Multi-Tenancy Configurations

Klarvant provides two distinct multi-tenancy configurations to accommodate different organizational needs:

- 5.1. **Standard Multi-Tenancy with Logical Separation (Default Model):** This is the default configuration applied to all users unless otherwise requested. Under this model, organizational units primarily access and view their own findings, though certain aggregated values and metrics may reflect organization-wide data. Data segmentation is enforced through logical access controls rather than strict technical isolation at all levels. While each unit interacts only with its relevant data through the platform's interface, the underlying information may not be physically partitioned. By using Klarvant

under this default configuration, you acknowledge that data is logically separated within the user interface but not fully isolated at the infrastructure level.

- 5.2. **Strict Multi-Tenancy with Complete Data Isolation:** This configuration must be explicitly requested and ensures that all organizational unit data is fully segregated, preventing any overlap or shared visibility. Users within a unit will have no access to data outside their designated environment, even at an aggregate level. Due to the complete separation of data, discrepancies in sample alignment may occur across organizational units, as data collection and updates may take place at different times. As a result, cross-unit comparisons may not always be perfectly synchronized.

## 6. Use of the Platform

- 6.1. You must comply with the Acceptable Use Policy and all applicable laws and regulatory requirements, including privacy laws and intellectual property laws in using or accessing the Platform.
- 6.2. Subject to your payment of applicable fees, we give you a personal, worldwide, royalty-free, non-assignable, non-transferrable, non-sublicensable, non-exclusive and revocable licence to access and use our Platform, including any software or application as part of the services we offer. This licence is for the sole purpose of enabling you to use and enjoy the benefit of our Platform as provided by us and in the manner as permitted by these terms.
- 6.3. We may suspend or terminate your access to the Platform if:
- (a) you are in material breach of these terms;
  - (b) your use of the Platform poses a security risk to the Platform or other users; or
  - (c) you are using the Platform in a manner that is reasonably likely to harm Klarvantage's legitimate business interests, including misuse of the Platform to develop a competing service.

Where reasonably practicable, we will provide prior notice and an opportunity to remedy any breach.

- 6.4. This licence to use our Platform will terminate if you do not comply with these terms or other additional terms or conditions imposed by us from time to time.
- 6.5. You must not copy, modify, try to reverse engineer, distribute, sell, lease, loan or trade any access to the Platform or any data or information on it.
- 6.6. Further details on how Klarvantage collects and analyses data are set out in Section 7 (Data Collection) below.

## 7. Data Collection

- 7.1. The Platform collects and analyses information that is publicly accessible via standard internet protocols. This may include publicly available DNS records, domain registration data, Certificate Transparency logs, TLS/SSL certificates, publicly accessible web content, and email server configurations.
- 7.2. Klarvantage does not access private or authenticated systems, exploit vulnerabilities, or bypass security controls. Where the Platform interacts with external systems, it does so using standard client behaviour and only in respect of publicly accessible services.

- 7.3. The Platform operates in a manner consistent with generally accepted internet data collection and scanning practices.
- 7.4. You are responsible for ensuring that you have appropriate authority to monitor any domains, IP addresses, or other assets submitted to the Platform.

## **8. Your Rights**

- 8.1. You retain your rights to any information or content you submit, post or display on or through the Platform ("**Your Content**"). By submitting, posting or displaying such content, you grant us a worldwide, non-exclusive, royalty-free licence to use, process, copy, reproduce, and display such content solely to the extent necessary to provide, maintain, and improve the Platform and services for you. We will not use Your Content for model training, marketing, or sharing with third parties without your prior written consent. This licence does not affect your ownership of Your Content and is subject to the applicable provisions in our Privacy Policy.
- 8.2. You are responsible for your use of Your Content and any consequences thereof, including any consequences of the use of Your Content by other users or third parties. We are not responsible or liable for any use of Your Content, nor the use of any content or information submitted or posted by other users or visitors.
- 8.3. You warrant that Your Content is not and will not infringe rights of any third parties and that you have all the necessary rights, power and authority to satisfy your obligations with regard to Your Content under these terms.
- 8.4. If you believe your intellectual property rights have been infringed, please contact us by emailing us at support@klarvant.com.

## **9. Intellectual Property**

- 9.1. All intellectual property rights subsisting in the Platform or the products or services we provide belong to us or have been lawfully licensed to us. All rights under applicable laws are hereby reserved. You must not upload, post, publish, reproduce, transmit or distribute any content or component of our Platform in any way, or create any derivative works with respect to any such content or component.
- 9.2. Our name "Klarvantage" and our marks and logos are our trademarks (be it registered or unregistered) and may not be used without our express prior written consent.

## **10. Confidential Information**

- 10.1. "**Confidential Information**" means all information of a confidential nature (including trade secrets and information of commercial value including but not limited to all information of a commercially confidential nature relating to the operations, contracts or commercial or financial arrangements) which may become known to one Party from the other Party but does not include information which is public knowledge or already known to the Party receiving the information at the time of disclosure or which subsequently becomes public knowledge other than by a breach of this Agreement or subsequently comes lawfully into the possession of that Party from a third party; any information relating to a Party's operations, processes, plans, intentions, designs, market opportunities, marketing, sales, strategies,

trade secrets, technical, developmental, product operating, performance, cost, know-how, business and process information, computer programming techniques, file formats, interface protocols, interface formats, computer programs and software (including, but not limited to, source code, object code, software output, screen displays/file hierarchies, graphics and user interfaces), and all record bearing media containing or disclosing such information and techniques; samples, models or prototypes, or parts thereof; formulas; and third party confidential information; the provisions of this Agreement and the negotiations relating to it and the operation of this Agreement.

- 10.2. **Mutual Obligations.** All Confidential Information relating to either Party is passed to and shall be received and kept by the other Party and any Representative in the strictest confidence and shall be used only for purposes connected with the subject of this Agreement and for no other purpose.
- 10.3. **Klarviant's Obligations.** Klarviant shall not permit any representative to disclose, divulge or grant access to such information to anyone.
- 10.4. **Client's Obligations.** All Confidential Information relating to Klarviant and its representatives must be kept strictly confidential by you, and you must not disclose, divulge, or grant access to such Confidential Information to any person.
- 10.5. **Permitted Use.** Neither Party may make any use of Confidential Information for any purposes other than purposes connected with the operation of this Agreement and compliance with regulations.
- 10.6. **Compelled Disclosure.** Notwithstanding the foregoing provisions either Party may disclose Confidential Information if required to do so by a court of law or regulations or for the purposes of an audit.
- 10.7. **Preservation.** If and to the extent that any regulation requires information to be preserved, so that a Party or any representative does not destroy confidential information pursuant to a request under Clause 10.6 (Compelled Disclosure), the Party retaining the Confidential Information must notify the Requesting Party in writing giving details of the Confidential Information which has not been destroyed. The obligations of confidentiality in this Section 10 shall survive termination or expiry of this Agreement for a period of five (5) years, except in respect of information that constitutes a trade secret, which shall be protected for as long as it remains a trade secret.

## 11. Integrations and Sub-processors

- 11.1. We integrate with third-party software to provide a full suite of functionalities to our users. We are not responsible for any issues or loss arising from the use of any third-party software. Your access and use of the third-party software is governed by the terms of service or user agreements of that software.
- 11.2. We may engage third-party sub-processors to facilitate the provision of our services. These sub-processors are thoroughly evaluated for their compliance with data protection and confidentiality requirements, and are contractually obliged to maintain the security and integrity of your data. The list of our sub-processors is subject to change. We will provide prior notice of any material changes to our sub-processors. You may object to such changes on reasonable data protection grounds within 15 days of notification. Nevertheless, by agreeing to this Agreement, you acknowledge and grant your consent for Klarviant to engage such sub-processors as necessary in the delivery of our services. However, please be assured that our use of third-party sub-processors does not absolve us of our responsibilities under this agreement, and we remain committed to ensuring the confidentiality and



security of your data. Upon termination or expiry of this Agreement, Klarvantage will, at your written request, securely delete or return all customer data within thirty (30) days, except to the extent that applicable law requires retention for a longer period.

## 12. Feedback

- 12.1. We value and welcome feedback on our Platform. You agree that we are free to use, disclose, adopt and/or modify any feedback and any information (including any ideas, concepts, proposals, suggestions or comments) provided by you to use in connection with our Platform or any products or services we offer, without any payment to you, provided that this clause does not apply to any information that constitutes Confidential Information under Section 10 of this Agreement.
- 12.2. You hereby waive and agree to waive any rights to claim for any fees, royalties, charges or other payments in relation to our use, disclosure, adoption and/or modification of any of your feedback.

## 13. Availability and Accuracy of Our Services

- 13.1. **As Is Basis.** The Platform is provided on an “as is” and “as available” basis. While Klarvantage uses reasonable efforts to maintain availability and performance, we do not warrant that the Platform will be uninterrupted, secure, or free from errors, defects, or harmful components, or that it will operate without delays.
- 13.2. **Output Limitations.** The information, data, analysis, and findings made available through the Platform are derived from large-scale data collection, automated processing, and third-party sources. As a result, such outputs may be incomplete, inaccurate, outdated, or subject to change without notice. Coverage of assets, suppliers, domains, or relationships may be partial, and classifications, attributions, or risk assessments may be incorrect.
- 13.3. **Client Responsibility.** The Platform is intended to support, and not replace, your own independent analysis, judgement, and due diligence. You are solely responsible for evaluating and verifying any information obtained from the Platform before relying on it.
- 13.4. **No Advice.** The Platform does not constitute legal, compliance, or security advice. Any decisions made based on the Platform are your sole responsibility.
- 13.5. **Disclaimer of Warranties.** To the maximum extent permitted by applicable law, Klarvantage disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy.
- 13.6. **No Liability for Decisions.** Klarvantage shall not be liable for any loss, damage, or liability arising from or in connection with any decisions made or actions taken (or not taken) in reliance on the Platform or its outputs.
- 13.7. **No Guarantee of Accuracy.** As further described in Section 15 (Limitation of Liabilities), Klarvantage does not guarantee that outputs are complete, accurate, or up to date.
- 13.8. **Beta Services.** We may release products, services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or “trial” or any words

or phrases with similar meanings. You understand that these beta services are not as reliable as other products or services we offer.

- 13.9. **Right to Suspend.** We reserve the right to limit your use of our Platform and the services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of these terms or are misusing our Platform or any services we provide.

## 14. Our Use of Artificial Intelligence

- 14.1. **AI Features.** The Platform may include features that utilise artificial intelligence (“AI”), including technologies provided by third-party providers.
- 14.2. **Probabilistic Outputs.** AI-generated or AI-assisted outputs are inherently probabilistic and may produce results that are inaccurate, incomplete, misleading, or not reflective of real-world conditions. Such outputs are provided for informational purposes only and are not guaranteed to be reliable.
- 14.3. **Client Responsibility for AI Outputs.** You acknowledge and agree that you remain solely responsible for reviewing, validating, and verifying any AI-generated or AI-assisted outputs before relying on them, and for determining their suitability for your specific use case.
- 14.4. **AI Disclaimer.** To the maximum extent permitted by applicable law, Klarvantage disclaims all warranties and representations relating to AI-powered features and outputs, including their accuracy, completeness, reliability, or fitness for any particular purpose.
- 14.5. **No Liability for AI Outputs.** Klarvantage shall not be liable for any loss, damage, or liability arising from or in connection with the use of, or reliance on, AI-generated or AI-assisted outputs.

## 15. Limitation of Liabilities

- 15.1. **Applicability.** To the maximum extent permitted by applicable law, Klarvantage and its holding companies, subsidiaries, affiliates, directors, officers, employees, agents, representatives, partners, and licensors (together, the “Klarvantage Entities”) shall have limited liability as set out in this section. The limitations and exclusions of liability set out in this section apply to all aspects of the Platform and services, including any outputs, data, analysis, or AI-assisted features.
- 15.2. **No Warranties.** The Platform and any products or services are provided on an “as is” and “as available” basis. Klarvantage makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or availability. You are solely responsible for evaluating and verifying any outputs before relying on them.
- 15.3. **Excluded Damages.** To the maximum extent permitted by applicable law, the Klarvantage Entities shall not be liable for any:
- (a) indirect, incidental, special, consequential, exemplary, or punitive damages; or
  - (b) loss of profits, revenues, business, opportunities, goodwill, reputation, or data,
- arising out of or in connection with the use of, or inability to use, the Platform or any products or services, whether based on contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.



- 15.4. **Liability Cap.** To the maximum extent permitted by applicable law, the aggregate liability of the Klarviant Entities arising out of or in connection with the Platform or these terms shall not exceed the total amount paid by you to Klarviant (if any) in the twelve (12) months preceding the event giving rise to the claim.
- 15.5. **Third-Party and User Content.** The Platform may include or display content derived from third parties or generated through automated processes, including text, data, or images. Klarviant does not control and is not responsible for such content.
- To the maximum extent permitted by law, Klarviant shall not be liable for any loss, damage, or harm arising from:
- (a) the accuracy, legality, or appropriateness of such content; or
  - (b) your exposure to content that may be inaccurate, misleading, offensive, or otherwise unsuitable.
- 15.6. **Mandatory Legal Rights.** Nothing in these terms excludes or limits any liability that cannot be excluded or limited under applicable law, including liability for fraud or fraudulent misrepresentation. If you are a consumer, nothing in these terms affects any mandatory rights you may have under applicable law that cannot be waived by contract.

## 16. Indemnity

- 16.1. **Client Indemnity.** You agree to indemnify, defend, and hold harmless the Klarviant Entities from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
- (a) your breach of these terms;
  - (b) your use of the Platform in violation of applicable law; or
  - (c) any data or content provided by you that infringes third-party rights.
- 16.2. **Klarviant Intellectual Property Indemnity.** Klarviant shall defend, indemnify, and hold harmless you and your directors, officers, and employees from and against any third-party claim alleging that the Platform, as provided by Klarviant and used in accordance with these terms, directly infringes or misappropriates such third party's intellectual property rights. Klarviant shall pay any damages, settlements, and reasonable legal costs finally awarded against you in connection with such claim.
- 16.3. **Exclusions.** Klarviant shall have no liability or obligation under Clause 16.2 (Klarviant Intellectual Property Indemnity) to the extent a claim arises from:
- (a) data, content, or materials provided by or on behalf of you;
  - (b) AI-generated or AI-assisted outputs, including any claims relating to the content, accuracy, or alleged infringement of such outputs;
  - (c) use of the Platform in combination with software, data, or systems not provided by Klarviant; or
  - (d) use of the Platform in a manner not in accordance with these terms or applicable documentation.
- 16.4. **Mitigation.** If the Platform becomes, or in Klarviant's reasonable opinion is likely to become, subject to an intellectual property claim, Klarviant may, at its option and expense:

- (a) procure the right for you to continue using the Platform;
- (b) modify or replace the Platform so that it becomes non-infringing; or
- (c) if neither (a) nor (b) is commercially reasonable, terminate the affected services and refund any prepaid fees for the unused portion.

**16.5. Indemnity Procedure.** The indemnified party shall:

- (a) promptly notify the indemnifying party of any claim (provided that any delay shall only relieve the indemnifying party of its obligations to the extent it is materially prejudiced);
- (b) allow the indemnifying party sole control of the defence and settlement of the claim; and
- (c) provide reasonable cooperation at the indemnifying party's expense.

The indemnifying party shall not settle any claim in a manner that imposes liability or obligations on the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld).

The indemnified party may participate in the defence of any claim at its own expense.

**16.6. Liability Cap for Intellectual Property Claims.** Notwithstanding anything to the contrary in these terms:

- (a) claims under Clause 16.2 (Klarvantage Intellectual Property Indemnity) shall be subject to a separate aggregate liability cap equal to 2x the fees paid or payable by you in the twelve (12) months preceding the event giving rise to the claim; and
- (b) such cap shall apply in lieu of, and not in addition to, the general limitation of liability.

## **17. Your Representation**

- 17.1. Our Platform is not intended for and may not be used by minors. By using our Platform, you represent that you are an adult and that you are able to legally enter into contractual agreements.
- 17.2. If you are using the Platform on behalf of an entity, by using the Platform you represent that you have the necessary rights and authority to agree to these terms (and our Privacy Policy, Acceptable Use Policy and other documents referred to herein) on behalf of that entity.

## **18. Non-solicitation**

While this Agreement remains in effect and for one (1) year following the termination of this Agreement, neither Party shall directly or indirectly recruit, solicit or hire any employee of the other Party, or induce or attempt to induce any employee of a Party to terminate his/her employment with the other Party; provided that either Party shall be permitted to hire any employee of the other Party who responds to a general employment advertisement or solicitation.

## **19. Marketing**

- 19.1. Klarvantage may identify you as a customer and use your name and logo in its marketing materials, subject to your prior written approval (not to be unreasonably withheld or delayed).

- 19.2. Any case study, press release, or public reference to the relationship will be subject to mutual written agreement.
- 19.3. Each Party must ensure that it and its personnel do not misrepresent the other Party or its software and/or services, or make any statement that materially harms the other Party's reputation. Each Party is responsible for its own statements and representations and will indemnify the other Party for any costs or losses arising from them, except where such statements or representations were expressly authorised by the other Party or are already in the public domain.

## **20. Termination**

- 20.1. **Continuation.** These terms will continue to apply until terminated by either you or us as follows.
- 20.2. **Client Termination.** You may stop using the Platform any time by deactivating your account. Depending on your subscription plan you may be liable for a cancellation fee. We will not provide any refund for remaining prepaid fees, if any. Please refer to our Payment Terms for details.
- 20.3. **Right to Suspension.** We reserve the right to suspend or terminate your access to our Platform, if we reasonably believe:
- (a) you are in serious or repeated breach of these terms (including a prolonged failure to settle any payment);
  - (b) you are using the Platform in a manner that would cause a real risk of harm or loss to us, other users, or the public;
  - (c) we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes; or
  - (d) our provision of the Platform to you is no longer possible or commercially viable.

In any of the above cases, we will notify you by the email address associated with your account or at the next time you attempt to access your account, unless we are prohibited from notifying you by law.

- 20.4. **Effect of Termination.** Upon termination of your access, these terms will also terminate except for Sections 9 (Intellectual Property), 10 (Confidential Information), 15 (Limitation of Liabilities), 16 (Indemnity), 18 (Entire Agreement), and 21 (Governing Law and Dispute Resolution).
- 20.5. **Law Enforcement.** Where we consider necessary or appropriate, we will report any breach of these terms (or the Acceptable Use Policy) to law enforcement authorities and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

## **21. Entire Agreement**

- 21.1. **Entire Agreement.** These terms constitute the entire agreement between any user and us in relation to the use of or any transactions on the Platform. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between any user and us, whether written or oral, in relation to the use of or any transactions on the Platform.

- 21.2. **No Other Remedies.** You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

## 22. Other Important Terms

- 22.1. **Assignment by Klarvantage.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer.
- 22.2. **Assignment by Client.** You may only transfer your rights or your obligations under these terms to another person or entity if we agree to this in writing.
- 22.3. **Severability.** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.4. **Waiver.** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

## 23. Governing Law and Dispute Resolution

- 23.1. **Governing Law.** These terms are governed by and shall be construed in accordance with the laws of England and Wales.
- 23.2. **Informal Resolution.** We wish to address your concerns without going through a formal legal process. Before filing a claim against Klarvantage, you agree to try to resolve the dispute informally by contacting support@klarvantage.com. All correspondence shall be in English. We will respond to you by email as soon as practicable; however a lack of response shall not be deemed to constitute any acquiescence or waiver. We will try our best to resolve the dispute informally within thirty (30) days. If the dispute is not resolved within such a period, you or Klarvantage may initiate a process of alternative dispute resolution.
- 23.3. **Alternative Dispute Resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Klarvantage and you agree that all disputes, controversies, and claims arising out of or in relation to the Platform, these terms and our Payment Terms (including the existence, validity, interpretation, performance, breach, or termination thereof) shall be referred to and finally resolved by alternative dispute resolution administered by the Centre for Effective Dispute Resolution (CEDR).
- 23.4. **Individual Basis.** For the avoidance of doubt, any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.



23.5. **Future Changes.** If we make any future change to this dispute resolution clause, that change will not apply to any dispute of which notice of arbitration has been filed on or before the effective date of the change.

## Acceptable Use Policy

As part of the terms of use, you agree not to misuse the Platform or help anyone else to do so. For example, you agree not to do any of the following in connection with the Platform:

- (a) use our Platform for unlawful or unauthorised purposes;
- (b) use our Services for entities other than the business entity in whose name the account is registered;
- (c) re-sell or attempt to benefit in a commercial fashion from any data, content or information available on the Platform. This includes, but is not limited to, using our findings to participate in bug bounty programs or similar initiatives;
- (d) probe, scan, or test the vulnerability of any system or network;
- (e) breach or otherwise circumvent any security or authentication measures or service use limits;
- (f) access, tamper with, or use non-public areas or parts of the Platform;
- (g) interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Platform, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Platform;
- (h) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology that is not open source;
- (i) access, search, or create accounts for the Platform by any means (automated or otherwise) other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk) or attempt to do so;
- (j) send unsolicited communications, promotions or advertisements, or spam;
- (k) forge any TCP/IP packet header or any part of the header information in any email;
- (l) send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- (m) conduct surveys, contests, or pyramid schemes, or promote or advertise products or services without appropriate authorisation;
- (n) abuse referrals or promotions;
- (o) post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libellous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;
- (p) violate the letter or spirit of our subscriber agreement;
- (q) violate applicable laws or regulations in any way; or
- (r) violate the privacy or infringe the rights of others.