

## Terms of Service for SDR View

### General

Please review the following terms carefully. If you do not agree to these terms, you should not use the service. The term "us" or "our" refers to Clarus Financial Technology Ltd ("Clarus"). The terms "You", "Customer" refers to the user of the service. These terms apply when you use SDR View ("Services") in any of its variants (personal, researcher, professional) and whether on a trial period or a paid subscription.

### Term

The terms take effect from the date you being using the Services and subject to the Termination clause shall continue in effect for the duration of your use of the Services.

### Terms of Use

The Customer shall, comply with any and all instructions provided to the Customer by Clarus relating to the Service and the Customer shall be responsible for any and all applicable sales, use, excise, value added or other taxes and duties and any other fees, charges or payments payable to any governmental or regulatory authority, body or organisation incurred as a result of or in connection with the use by the Customer of the Services.

### Pricing and Payment

For the purposes of these Terms references to "Fees" shall mean the fees as posted on our website ([www.clarusft.com](http://www.clarusft.com)) from time to time and applicable in respect of your subscription to the Service.

In consideration of the supply of the Service, the Customer agrees to pay Clarus the Fee in accordance with the payment terms advertised on the Site at the relevant time. Unless otherwise expressly stated, all prices are exclusive of value added tax and sales tax. If the Customer fails to pay any amount payable by it under the Terms then Clarus reserves the right to restrict access to the Services until payment is made. No refund of any Fees shall be given under any circumstances.

### Intellectual Property Rights

You acknowledge that copyright and other intellectual property laws protect the Service. You further acknowledge that all right, title and interest therein are the sole property of Clarus and that You receive no rights, title or interests in the Service except as expressly set forth herein. Subject to the terms set forth in this document, Clarus hereby grants to You and You fully accept, upon delivery, a nonexclusive, non-transferable and right to use only the Service for your own internal business purposes. To the maximum extent permitted by applicable law, You may not assign, resell or otherwise transfer for value the Service.

### Termination

The Customer shall be deemed to have terminated the Terms if:

- The Customer does not elect to subscribe to the Services at the end of any trial period advertised on the Site; and/or
- The Customer cancels their subscription to the Service or fails to pay Clarus for a subsequent renewal.

Clarus may terminate the Terms at any time by giving the Customer not less than one (1) month's prior notice by email.

7.3 Without prejudice to its other rights and remedies, either party may, by written notice to the other, terminate the Terms with immediate effect if the other party commits a material breach of the General Terms and shall, in the case of any remediable breach, fail to remedy the same within 14 business days of receipt of a written notice from the non-breaching party requiring such remedy; and/or is unable to pay its debts or otherwise becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the other party's assets or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction or if it ceases to trade or threatens to cease to trade.

### Consequences of Termination

Upon termination of the Terms, Clarus shall cease to make the Service available to the Customer. Upon termination of the Terms for any reason, the Customer shall promptly return (or at Clarus's request destroy) all copies in any form (including in any human or machine readable form) of any materials relating to the Services which have been provided to the Customer by Clarus as part of the Services and which are in the possession, custody or control of the Customer or its officers, employees or agents.

### Warranties and Limitations of Liability

The Service provided to you by us shall be on "as is" basis. Neither Clarus nor its affiliates make any warranty, express or implied, as to the accuracy, timeliness or completeness of the Service and Materials or as to the results to be attained by you or others from the use of the Service. You hereby acknowledge that there are no express or implied warranties of title, merchantability or fitness for a particular purpose or use, and that you have not relied upon any warranty, guaranty or representation made by Clarus or its affiliates.

Neither Clarus nor its affiliates shall in any way be liable to you or any client of yours for any inaccuracies, errors or omissions, regardless of cause, in the Service or Materials provided hereunder or for any damages (whether direct or indirect) resulting therefrom. Without limiting the foregoing, we shall have no liability whatsoever to you, whether in contract (including under an indemnity), in tort (including negligence), under a warranty, under statute or otherwise, in respect of any loss or damage suffered by you as a result of or in connection with any opinions, recommendations, forecasts, judgments, or any other conclusions, or any course of action determined, by you or any client of you, whether or not based on the Service and Materials. Under no circumstances will Clarus or its affiliates have any liability arising from contract (including under any indemnity, in tort (including negligence), under any warranty (express or implied) under statute or otherwise, in each case for any indirect, incidental, special or consequential damages with respect to the subject matter of this Agreement, including lost of profits, regardless of whether such damages could have been foreseen or prevented.

### Miscellaneous

Neither party will be liable to the other for any delay or non-performance of the other party's obligations under this Agreement arising from any cause or causes beyond its reasonable control.

These Terms constitute the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement between the parties relating to such matters.

Clarus may change these Terms from time to time at its absolute discretion without prior notice to the Customer. The Customer agrees that such changes will be binding on it. Any changes will be posted on our website and will amend and form part of these Terms. The Customer is responsible for reviewing the Clarus website on a regular basis to obtain timely notice of any such changes.

Nothing in these Terms will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

The General Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.