

## **Clarida Technologies terms and conditions**

By licensing Clarida Technologies software or using Clarida Technologies Services you are accepting, agreeing and bound to the following terms and conditions.

### **Article 1. Application**

Any licensing, use, rental and/or viewing Clarida Technologies services will be subject to these terms. The contract for Non-exclusive License or Rental Services between the User and Clarida Technologies will be valid and binding only after acceptance by Clarida Technologies. The User will be solely responsible for the content of the Data and the consequences of the Result of the Clarida Technologies Big Data Robot analyses. Clarida Technologies withhold the right to modify partly or entirely the terms and conditions, to exclude or deny any person or organization from the use of the services in case of breach of these terms and conditions, refusal of these terms and conditions or modifications to these terms or when the use, viewing, up- or downloading, or demand for services or otherwise infringes any or some of the terms and or any legal provision mandatory applicable. Clarida Technologies reserves the right to modify or terminate the analysis services for any reason and without notice; but in particular for medical secrecy or protection of Data or when and following any order from any competent court.

### **Article 2. Definitions**

2.1. *Clarida Technologies*: Clarida Technologies is a limited liability company according to UK law; hereafter Clarida Technologies. Clarida Technologies is the service provider. Clarida Technologies offers data analysis services using advanced Big Data Robots. Clarida Technologies warrants to its utmost best to absolute Data protection with the highest standard technology and software. Clarida Technologies will only be responsible for offering the access to the services and not for its content. The content is provided, up- and downloaded by the User.

2.2. *Content*: authorized and digitalized data entrusted for Servicing;

2.3. *Services*: analyses of Content through a computer program (Big Data Robots);

2.4. *Authorized*: Clarida Technologies is offering its Services within the contractual and legal frame according to the common market standards and with due diligence;

2.5. *Client or User*: Any person, natural person, corporate entity or public authority who takes up Services.

2.6. *Result*: A report of the Data analyses through the Big Data Robot software in accordance with the instruction of the Client.

### **Article 3. Limited use of services**

The Clarida Technologies Services may only be used and are only accessible for lawful purposes. The Client will not breach any author rights or any other intellectual property, or any police or mandatory regulation and shall at any event bear entire and severe responsibility for acts, data or cooperation, whether aware or not that may infringe any third party rights. The Client will be cautioned on Medical secrecy, privacy and Data

Protection. The Client therefore solemnly declares and warrants the content of the Data. Clarida Technologies may at any moment by law and without notice, suspend services, deny up- or downloading, erase, block or censor any Reporting of Results.

The services are limited and strictly to be construed according to the definition in the contract, the Data Analysis Service Contract. All other services or performances, features or achievement will be billed separately on a market conform hourly basis.

The Services do not imply any transfer of property on the technology nor any transfer of rights of license to any other use of the Technology. The Clarida Technologies technology, software and analysis concept is copyright protected. Any plagiarism, illegal copying, reproduction or infringement on intellectual property will be open and subject to persecution.

All License or Data Analysis Service Contracts are individualized and pricing will depend on the Data volume, the Data form, the expected Result and analysis features, the presentations and discussions, the facilities, the parameters and features to be analyzed.

Clarida Technologies may use its Clients as a reference.

The Client recognizes the intellectual property of Clarida Technologies. He will not copy, enter into, hack, develop, alter or claim any rights to the intellectual property, its technology, its presentation and concept of the software, ideas, articles, name, trademarks, illustrations, functions or other of the analysis process through a Big Data Robot software concept. All rights reserved to Clarida Technologies. The Client will not cause or introduce any burden to the infrastructure of the software and is bound to restore, repair and compensate any such burden or intrusion of any kind together with its consequences. The Client will always truly and correctly refer to the Result.

The use of the services is individual and only open after acceptance by Clarida Technologies.

All content made available by the Client to Clarida Technologies is privacy and copyright protected and lawfully contained. Clarida Technologies will not alter, assemble or individualize content from the Client.

#### **Article 4. Code of conduct**

The Client will be solely responsible for any reaction, consequence or result of the analysis services. Clarida Technologies shall never be liable directly or indirectly for any consequences of the Results. Client to hold harmless Clarida Technologies of all and every of these consequences. Clarida Technologies is exempted of all third party liability. Client will warrant and hold harmless Clarida Technologies of all action from any third party caused by the content or display of the Result.

The Client will not breach or infringe any laws or regulations of his jurisdiction. The Client will comply with all rules regarding medical secrecy and privacy; public ethics and morality.

All Clients will provide true, accurate, current and complete information about themselves and maintain updates.

#### **Article 5. Continuity of the services**

Clarida Technologies is concerned about the public safety and secrecy. The services may at all times be suspended or interrupted without any liability from side of Clarida Technologies in case of an order from a public authority, in case of public safety matter, when considered wise for the public morality, wise to protect Data or in any other event that might be considered hardship or unreasonable to continue services.

Services are offered at best endeavors. Clarida Technologies will do its utmost best to provide a continuous service but cannot be held liable for any discontinuity for whatever cause, willful misconduct excluded. Direct and/or indirect damages, costs, loss of income or any damages are not recoverable from Clarida Technologies.

#### **Article 6. Taxes and retributions**

All taxes and retributions levied will be due by and charged to the Client.

#### **Article 7. Payment terms**

The Client will pay the services fee according to the Data Analysis Service Contract and/or the fee according the Non-Exclusive Software License agreement. Late payment will automatically and without prior notice induce a lumpsum compensation of 10% on the principal outstanding amount and interests at 10% yearly rate.

#### **Article 8. Exclusion of liability**

Clarida Technologies does not take any responsibility as to the content and effect of the Result. The exclusion of liability should be largely construed.

Clarida Technologies does not warrant the continuity of the software use nor its fault free or permanent access or functioning. Clarida Technologies will do its utmost best to amend any errors or bugs after being notified and as technically possible. Clarida Technologies will not be responsible for any third party intervention other than its staff and/or subcontractors.

#### **Article 9. Limitation of liability**

Clarida Technologies can never be held liable for any indirect damages, loss of income, moral damages, incidental losses or remote consequences caused by the infrastructure,

the services or the use of the Services. The liability is limited to the price as stipulated in the Data Analysis Service Contract.

The Client accepts that regardless of any statute of law to the contrary, any claim or any cause of action arising out of or related to the use of the Clarida Technologies services must be filed within one year after such claim or cause of action arose or be forever barred.

#### **Article 10. Applicable law and jurisdiction**

The terms and conditions, the Services and the use thereof will be subject to UK law. Any dispute under these terms or the use of the Services will be solved first amicably, and in the absence of an amicable and final settlement, brought before the ICC Arbitration and settled according to the ICC Arbitration rules or alternatively at the option of the claimant before the Courts of the principle place of the defendant.

#### **Article 11. None and void**

If any provision of these terms and conditions should be null and void, this will not attach the entire terms and conditions. The particular provision will be construed and replaced by such a provision legally acceptable and with the consequence and outcome as close as possible to the original provision.

#### **Article 12. Waiver and severability of terms, entire agreement**

The failure of Clarida Technologies to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. The Data Analysis Service Contract and/or the Non-Exclusive Software License Agreement together with the terms and conditions constitute the entire agreement between the Client and Clarida Technologies, superseding all other agreements whether written or oral. However the Client may be subject to additional terms that may apply when using or purchasing certain other services, affiliate services or third party content.