



NOSIBLE TERMS & CONDITIONS

These Terms and Conditions digitally agreed to by You by logging into the Nosible Platform outline our Acceptable Use Policy for the Nosible Platform, the conditions under which we may suspend your Account, Disclaimers made by Nosible to You, and Disclaimers made by You to Nosible. If you are a customer who has signed a complete SaaS Agreement additional terms and conditions will apply. These Terms and Conditions are accepted in favour of Nosible by You.

Table of Contents

Agreed Definitions	2
Acceptable Use Policy	3
Suspension Conditions	4
Disclaimers made by Nosible	5
Disclaimers made by You	6



Agreed Definitions

1. **"You"** or **"Your"** means the person (natural, juristic, or otherwise) as reflected in these Terms and Conditions (you), who on having accepted these Terms and Conditions upon logging into the Nosible Platform, confirms you agree to the terms and conditions of these Terms and Conditions, and/or are accepting on behalf of your employer or another entity, for which you warrant that:
 - 1.1. you have full legal authority to bind your employer to these terms;
 - 1.2. you have read and understand these Terms and Conditions; and
 - 1.3. you agree on behalf of the party that you represent, and if you do not have authority to bind that party, that you are held responsible for the obligations in terms of these Terms and Conditions.
2. **"User Data"** means data submitted, stored, sent or received via Nosible Services by You, including data generated by the use of the Nosible Platform.
3. **"GDPR"** means the General Data Protection Regulation.
4. **"Nosible"** means Nosible Ltd, a private company duly incorporated in terms of the laws of England and Wales with number 13623107.
5. **"Nosible Platform"** includes:
 - 5.1. the Nosible website including all features,
 - 5.2. all Nosible APIs, datasets, and methodologies, and
 - 5.3. any open source software published by Nosible.
6. **"Nosible Services"** means any services rendered by Nosible in support of You using the Nosible Platform.
7. **"Acceptable Use Policy"** or **"AUP"** means the acceptable use policy for the Nosible Platform attached hereto as the AUP Schedule.
8. **"Suspend"** or **"Suspension"** means the disabling of access to or use of Nosible Services, the Nosible Platform, or sub components of the Nosible Platform, including the right to suspend or disable any third party software using the Nosible Platform through the website, APIs, dataset(s), or otherwise.
9. **"Account"** means all login credentials, API keys, JWE tokens, and any other authenticating information for the Nosible Platform associated with You.



Acceptable Use Policy

Use of Nosible Services is subject to this Acceptable Use Policy ("AUP").

You agree not to, and not to allow third parties to use Nosible:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for unlawful, invasive, infringing, defamatory, or fraudulent purposes;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the intended usage of Nosible;
- to interfere with the equipment used to provide Nosible;
- to alter, disable, interfere with or circumvent any aspect of Nosible;
- to test or reverse-engineer Nosible in order to find limitations, vulnerabilities or evade authenticated capabilities;
- to grant multiple individuals access to an individual account;
- to resell your account or parts thereof by itself or as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations.

You agree to accept these terms each and every time you access the Nosible Platform. Furthermore, Nosible retains the right to update our Terms and Conditions at any time.

You are solely responsible for ensuring compliance with all applicable laws and regulations in relevant jurisdiction(s). Your failure to comply with the AUP will result in immediate suspension or termination, or both, of your Nosible Account.



Suspension Conditions

Notwithstanding AUP Violations Nosible may immediately Suspend all or part of Your use of Nosible Services (including use of the underlying Account) if:

- Nosible believes Your use of the Nosible Platform could adversely impact the Nosible Platform or other customers' use of the Nosible Platform, or the equipment used to provide Nosible Services e.g. servers;
- Your use of Nosible Services is prohibited;
- There is suspected unauthorized third-party access to the Nosible Platform;
- Nosible believes it is required to Suspend your account immediately in order to comply with applicable law, court orders, or otherwise; or
- Nosible will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Your request, unless prohibited by law, Nosible will notify the You of the basis for the Suspension.
- Nosible reserves the right to suspend your Account if, for a period of 30 consecutive days You have not accessed the Nosible Platform.

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Disclaimers made by Nosible

You agree that:

- Nosible collates and provides publicly available information to you, and in no manner provides you with financial advice, investment advice, specific advice, legal advice, or performance data to the Customer;
- Nosible has made every attempt to ensure the accuracy and reliability of the information provided on the Nosible Platform. However, the information is provided "as is" without warranty of any kind. Nosible does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on the Nosible Platform;
- Nosible does not and cannot guarantee the suitability or potential value of any data or information displayed on the Nosible Platform;
- Any use of Nosible will at no time create or constitute a mandate for Nosible to act for You and/or advise You as an independent advisor;
- At all times You must undertake Your own due diligence and investigations into any decision that You ultimately make, which decisions are made having satisfied yourself against your own conclusions;
- You indemnify and hold Nosible harmless from any action, claim, demand, damage, loss (howsoever arising) and/or suit, including attorney's fees, or any costs, made by you or a third party, arising out of the use of the Nosible and/or your conduct as a consequence of the use of Nosible;
- The use of the Nosible Platform is entirely at your own risk. You assume full responsibility for the risk or loss resulting from your use of this site and your reliance on the material and information contained on it.

You agree to accept these terms each and every time you access the Nosible Platform. Furthermore, Nosible retains the right to update our Terms and Conditions at any time.



Disclaimers made by You

You warrant that:

- Under no circumstances will You sublicense any IP right, service of Nosible or infer that it is an agent of Nosible to any person or party;
- You are in possession of a valid requisite license as to render services as a financial advisor (if applicable), Financial Service Provider (if applicable), a bank (if applicable), and/or Registered Credit Provider (if applicable);
- You shall make no attempts to gain, extrapolate, re-engineer and/or otherwise recreate the source code of any part of the Nosible Platform without written consent of Nosible. Any attempt to do so will result in immediate suspension;
- The parties consent to the fair use of all Customer, and Administrator Data in terms of GDPR (The General Data Protection Regulation).

You agree and understand that:

- As a function of providing Nosible Services, Nosible must be allowed to transfer, store and process User Data in any country and on any network in which Nosible or its agents maintain facilities. By using Nosible Services, You consents to this transfer, processing and storage of User Data;
- Nosible will use tools to analyze usage of the Nosible Platform;
- Nosible may compile aggregated anonymous usage statistics of all or a subset of users on a strictly confidential basis, and which data is to be used to improve the functionality, speed, and quality of the Nosible Platform;
- Nosible may collect reports on software errors or bugs that contain identifiable information of You for the purposes of technical support.

You agree to accept these terms each and every time you access the Nosible Platform. Furthermore, Nosible retains the right to update our Terms and Conditions at any time.