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Terms and conditions of use

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1. Introduction and Scope

- 1.1. The present terms and conditions of use (“**ToU**”) communicated by iCOVER SAS, a French joint-stock company registered with the Paris Commercial Registry under n°530 913 813 and/or any of its affiliated entity (“**iCOVER**” or “**we**”) govern the access to SOI Interface (“**SOI Interface**”) and other websites offered by iCOVER, its affiliates, given to individuals (“**Subject of Inquiry**”, “**SOI**” or “**you**”) involved in an identity verification services (“**IVS**”) ordered by our client.
- 1.2. The SOI using the SOI Interface to conduct a IVS are referred to individually as “**Authorized User**” and bound by iCOVER’s present Terms of Use and Privacy Policy.

2. Definitions

- 2.1. « **Authorized User** » means any natural person, who is duly authorized by iCOVER to access and use the SOI Interface to conduct an IVS because he has received an Invitation.
- 2.2. « **Invitation** » designates the link sent to the SOI in an email by iCOVER in order to conduct the IVS.
- 2.3. « **IVS** » means the identity verification service performed by iCOVER on an individual to assist our clients to conduct digital “Disclosure and Barring Service”, “Right to Work” and “Right to Rent” checks on individuals (“**You**”). IVS is built as per the rules set out in the UK Digital Identity and Attributes Trust Framework (“**UKDIATF**”) of the UK Department for Culture, Media and Sport, and allow one time verification of an individual’s identity.
- 2.4. « **Unauthorized User** » means any SOI who does not meet the criteria for an Authorized User. For the avoidance of doubt, an Unauthorized user may also be a former Authorized User whose access has been denied, suspended, or otherwise seized by iCOVER.

3. SOI Interface Software Limited License

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- 3.1. Upon the acceptance of these ToU and subject to the continuing compliance with the ToU, iCOVER grants you a nonexclusive, nontransferable, non-assignable, revocable, limited license right to access and use the SOI Interface in accordance and within the limits of these ToU and any additional guidelines provided by iCOVER.
- 3.2. In particular, any Authorized User may use the SOI Interface for the purposes of the IVS. This license is for the sole purpose of enabling the SOI to act , in the manner permitted by these ToU, by the applicable legislative acts, and by any additional terms or guidelines provided by iCOVER.
- 3.3. iCOVER may terminate this license at any time and for any reason.

4. Intellectual Property Rights

- 4.1. The SOI Interface contains materials that are owned in their entirety by iCOVER and are protected by copyright laws, international treaty provisions, trademarks, service marks, and any other applicable law.
- 4.2. iCOVER grants to the Authorized User a non-exclusive, non-transferable, non-assignable, revocable, limited license to access and use the SOI Interface solely to obtain iCOVER's Service, in accordance and within the limits of these ToU and any additional terms and guidelines that may be provided from time to time by iCOVER.
- 4.3. The SOI agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the SOI Interface. The SOI acknowledges that the SOI Interface contains original works that have been developed, compiled, prepared, revised, selected, and arranged by iCOVER through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes the valuable intellectual property of iCOVER. All present and future rights, in any jurisdiction, in and to trade secrets, patents, designs, copyrights, trademarks,

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database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processed related thereto, including rights in and to all applications and registrations relating to the SOI Interface shall at all times be and remain the sole and exclusive property of iCOVER.

- 4.4.** The trademarks, logos, taglines, and service marks displayed on the SOI Interface (collectively, the “Trademarks”) are registered and unregistered Trademarks of iCOVER. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate iCOVER’s sponsorship of or affiliation with any product, service, event, or organization without iCOVER’s prior express written permission. iCOVER acknowledges the Trademarks of other organizations for their respective products or services mentioned on the SOI Interface. Any rights not expressly granted in these ToU are reserved by iCOVER.

5. Use of the SOI Interface

- 5.1.** The SOI shall not use or permit use of the SOI Interface for any illegal purpose or in any manner inconsistent with the provisions of these ToU.
- 5.2.** By using the SOI Interface, including any of iCOVER’s Services, the SOI specifically agrees not to engage in any activity or transmit any information that:
- 5.2.1. Is illegal, or violates any applicable local or international law or regulation;
 - 5.2.2. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - 5.2.3. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
 - 5.2.4. Interferes with any other party’s use of the SOI Interface;
 - 5.2.5. Attempts to impersonate another person or entity;
 - 5.2.6. Falsely states, misrepresents, or conceals the SOI’s affiliation with another person or entity;

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- 5.2.7. Accesses or uses the account of another user without permission;
- 5.2.8. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- 5.2.9. Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the SOI Interface, or the servers or networks connected to the SOI Interface, or any of iCOVER's Service;
- 5.2.10. "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;
- 5.2.11. Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- 5.2.12. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the SOI Interface ;
- 5.2.13. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on the use of the SOI Interface;
- 5.2.14. Uses automated or manual means to violate the restrictions in any robot exclusion headers on the SOI Interface, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as "screen scraping," "database scraping," or any other activity to obtain lists of users or other information;
- 5.2.15. Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any third party's materials stored on the SOI Interface;
- 5.2.16. Uses the services for benchmarking, or to compile information for a product or service; or
- 5.2.17. Attempts to do any of the foregoing.
- 5.3.** Any of the above infringement will constitute a violation of these ToU and may constitute a crime under applicable laws.
- 5.4.** The SOI shall not, and shall not permit others to, do the following with respect to iCOVER's Service:
 - 5.4.1. Use iCOVER's Service or allow access to it in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics outlined in these ToU;

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5.4.2. Access or use iCOVER's Service or documentation to develop or operate products or services intended to be offered to third parties in competition with iCOVER's Service or allow access by a direct competitor of iCOVER.

5.5. The SOI agrees to take appropriate measures to protect its data in the SOI Interface against any misuse and/or unauthorized access through any methods, including unauthorized access using SOI IDs or passwords. This includes promptly notifying iCOVER if the SOI has any reason to believe their authentication credentials have been compromised. Such misuse or unauthorized access shall include any disclosure, release, viewing, or other unauthorized access to data stored in the KY Orchestra Web Interface.

5.6. iCOVER may deactivate inactive Authorized User's IDs passed 48 hours of non-connection.

6. Disclaimer of Warranties, Limitation of Liability, Indemnification

6.1. THE SOI INTERFACE IS PROVIDED BY iCOVER ON AN « AS IS » AND « AS AVAILABLE » BASIS. iCOVER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SOI INTERFACE, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS SOI INTERFACE. EXCEPT AS EXPRESSLY PROVIDED HEREIN iCOVER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF ANY NOTICE OF SUCH DAMAGES. iCOVER shall not indemnify the SOI from any loss, liability, and expense incurred by the SOI as a result of any claim, demand, or action against the SOI based on, related to, or arising out of the usage of the SOI Interface by or on behalf of the SOI.

7. Remedies for Violations

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- 7.1.** iCOVER reserves the right to seek all remedies available at law and in equity for violations of the ToU, including but not limited to the right to block access to the SOI Interface and any of its features.

8. Privacy

- 8.1.** The use of the SOI Interface is subject to iCOVER's KYO SOI Privacy Policy which is accepted by the Authorized User on the first connection and is accessible on the SOI Interface at any time along with the ToU.

9. Enforceability

- 9.1.** If any provision of these ToU is determined to be void, illegal, or unenforceable, it will be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality, and enforceability and, as so adjusted, be deemed a provision of these ToU as if it were originally included in these ToU. In any event, the remaining provisions of these ToU will remain in full force and effect.

10. Waiver of Rights

- 10.1.** Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act by any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

11. Governing Law and Jurisdiction

- 11.1.** The interpretation and construction of the ToU and all matters relating hereto shall be governed by the laws of France, exclusive of conflicts of laws principles.
- 11.2.** Any dispute relating to or arising from the interpretation, performance, or termination of the ToU shall be subject to the exclusive jurisdiction of the courts of Paris.