

Terms of Use

FINDO will provide You with the Software or Service subject to these Terms of Use ("Terms"). By using the Software or Service, You agree to be bound by these Terms and to use the Software or Service in compliance with the Terms.

These Terms constitute a contract ("Agreement") between You and FINDO. If you do not agree to these Terms, You do not have the right to access, install, copy, or use the Software or use the Service, and you should disable it, remove it from your system and destroy Your copies of the Software or stop using the Service.

If You do register for or otherwise access, install, copy, or use the Software or Service, You confirm your acceptance of the Terms and agree to be bound by them.

IF YOU ARE ENTERING INTO THE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK THE "SUBMIT AND AGREE" BUTTON ON THE REGISTRATION FORM ACCEPTING THE TERMS AND DO NOT OTHERWISE ACCESS, INSTALL, COPY, OR USE THE SOFTWARE.

These Terms are available only in English. In the event foreign language versions of the Terms appear in the future, the English version of the Terms shall govern in all disputes, claims or proceedings to interpret, enforce or otherwise relating to the Terms.

1. DEFINITIONS

1.1 Contact e-mail address: support@findo.com

1.2. "Data" or "Content" means any text, documents, audio files, video files, image files, messages, comments, and/or any other Content that You submit by connecting Your accounts to the Website and/or Software, or which we must access, in order to provide the Service to You. Except as otherwise set forth in these Terms we do not claim ownership over any of Your Content. You are solely responsible for any Content that You provide to us via the Software or Service.

1.3. "FINDO" or "us" or "we" means FINDO, Inc., a Delaware corporation with its principal place of business located at 880 N. McCarthy Boulevard, Suite 220, Milpitas, CA. 95035.

1.4. "Intellectual Property Rights" means all intellectual and industrial property rights and includes rights to (i) inventions, discoveries, and letters patent including applications therefor, reissues thereof, and continuation and continuations in part; (ii) copyrights; (iii) designs and industrial designs; (iv) trademarks, service marks, trade dress and similar rights; (v) know-how, trade secrets and confidential information; (vi) integrated circuit topography rights and rights in mask works; and (vii) other proprietary rights.

1.5. "Interface Language" means the language in which the text of the Website and/or the Software is available. The only currently available Interface Language is English.

1.6 "Registration" means registering to use the Software and/or the Service in one of three ways, i.e. by Your completing the Registration Form and activating Your Login and Password (You may also be asked to confirm Your e-mail address) or by signing up to use the Software and/or the Service using Google or Facebook for authentication. If you register to use the Software and/or the Service by completing the Registration Form, Your email address will be your login and you will be required to enter a password. In the event the Software and/or the Service is provided bundled with other third party products and/or services, you may also be deemed automatically registered to use the Software and/or the Service automatically when you register or install to use the bundled third party product and/or service.

1.7. "Software" means the FINDO® software that enables searching through all of Your Content which You may use to connect Your cloud-based services, e-mails, computers, mobile devices and removable devices. The Software processes Your Content, builds a search index and helps You to find and act upon Your Content You have connected to the Software. FINDO® Software is available by means of the web

page www.findo.com, as a desktop application for Windows or for OS X and also via a mobile application, such as iOS, Android, or another mobile operating system based. FINDO® Software and/or Service may also be available bundled with third party software products and/or services, including but not limited to the ABBYY® FineReader® software products, Visioneer® software products, and/or Foxit Software® software products.

1.8 "Service" means searching through all of Your Content which You may use to connect Your cloud-based services, e-mails, computers, mobile devices and removable devices by means of the Software.

1.9. "You", "Your" and "End User" refer to and include any person and/or any entity that accepted these Terms or is deemed to have accepted these Terms by accessing, installing, copying, or using the Software or using the Service.

1.10 "Website" means www.findo.com.

2. ACCEPTANCE OF THE TERMS; CONFIDENTIALITY

2.1. You accept these Terms as soon as you (i) access, install, copy, or use the Software, or use the Service, (ii) access, install, copy or use a third party product bundled with the Software, or use a third party service bundled with the Service, or (iii) click the "Submit and Agree" button on the Registration Form.

2.2 You represent and warrant with respect to the Content You upload through the Software and/or Service that You own (or have sufficient rights to) all right, title, and interest in and to the Content, including without limitation, all copyright and rights of publicity contained therein.

2.3 The Content that you provide to us for the purpose of performing the Service will be treated as Your "Confidential Information," except to the extent Your Content (a) was known to us prior to receipt from You from a source other than one having an obligation of confidentiality to You; (b) becomes known (independently of disclosure by You) to us directly or indirectly from a source other than one having an obligation of confidentiality to You; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this section by us. FINDO will use Your Content solely for the purpose of providing the Service to You (the "Permitted Purpose"). We will not, without Your prior consent, disclose Your Content to any third party, other than furnishing Your Content to our directors, officers, employees, agents, consultants, contractors, or representatives who need to have access to Your Content in connection with the Permitted Purpose. FINDO will use at least reasonable care to protect the confidentiality of Your Content. In the event that we are required by law to make any disclosure of any of Your Content, by subpoena, judicial or administrative order or otherwise, we will use commercially reasonable efforts to give You notice of such requirement (to the extent legally permissible) and will permit You to intervene in any relevant proceedings to protect Your interests in Your Content.

3. LICENSE GRANTS AND SERVICE SCOPE

3.1 License Grants.

3.1.1 Subject to the terms and conditions of this Agreement, FINDO grants to You a limited, non-exclusive, non-transferable, license, without the right to sublicense, to use the Software and/or the Service. This license and all rights granted hereunder are revocable by FINDO at any time. FINDO may modify, update, interrupt, suspend or discontinue the Software and/or the Service at any time without notice or liability.

3.1.2 In order to enable FINDO to operate the Service with respect to Your Content, You grant to FINDO a royalty free, worldwide, irrevocable right and license to process Your Content anyplace we choose, and You grant FINDO a license to display, perform and distribute Your Content and to modify (for technical purposes only) and reproduce Your Content for the sole purpose of providing the Service. You represent and warrant to FINDO that You have the unfettered legal right and authority to submit Your Content to FINDO for processing by the Service, and to grant to FINDO the rights granted under these Terms. You agree that FINDO has the right, in its sole discretion, to elect not to accept, store, display, publish or transmit any of Your Content, or provide the Service to You.

3.2 Feature Modification. FINDO may add additional features to the Software and/or the Service, remove features, or modify the design of existing features at its sole discretion. FINDO is under no obligation to make any new Software and/or Service features or feature modifications available as part of the Software and/or Service.

3.3 Support Services. FINDO will provide You free of charge with limited support for the Software and/or Service. The support services will be provided solely via email. We do not guarantee that the email support will be provided in any language other than English. We will respond to Your requests for support within forty-eight (48) hours of receipt of the service request. Under no circumstances will FINDO be liable for any failure to provide timely or satisfactory support.

3.4 Limits. FINDO may impose limits on Your use of the Software and/or the Service at its sole discretion.

3.5 Amendment. These Terms may be modified, amended, and updated by FINDO from time to time without any notice to You (but will be identified by the last updated date) and will be posted to the Website, and may be reviewed there by You under Terms of Use. Your continued access to and use of the Software and/or Service constitutes your acceptance of the then current Terms. If You do not agree with any of the then current Terms, Your sole remedy will be to terminate these Terms as permitted in Section 6.

3.6 FINDO will make reasonable efforts to timely process Your requests for Service. FINDO does not, however, guarantee or commit to any particular turnaround times. Turnaround times will vary, depending on the complexity and volume of Your Content.

4. GENERAL RIGHTS and OBLIGATIONS

4.1 You shall be solely responsible for the safekeeping of Your Password and for any actions performed under Your Login.

4.2 Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, You will not, and will not permit or authorize third parties to:

- (a) provide services, whether commercial or non-commercial, through the use of the Software and/or Service and providing similar functionality as the Software and/or Service to any third party;
- (b) circumvent or disable any technical features or measures in the Software and/or Service;
- (c) try to make or make a denial-of-service attack (DoS) or distributed denial-of-service (DDoS) attack;
- (d) use the Software and/or Service in any way not listed in the applicable help-file;
- (e) share the Software and/or Service or the applicable user account with other persons;
- (f) upload Content that contains software viruses or other harmful or deleterious code;
- (g) reproduce, modify, distribute, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software or of any of its technology.
- (h) copy any of the design elements of the Website, the Software and/or the Service or copy any other materials that may not be copied under these Terms without the prior written consent of FINDO;
- (i) upload, or publish in any other way, any Content which is illegal, harmful, threatening, offensive, or libelous; which infringe the copyright of a third party; which incites hatred and/or discrimination based on race, ethnicity, gender, or social status; which contain pornography; which violates the rights of a third party or incites others to violate the rights of a third party; which defames any persons or discredits their business reputation; which violates the rights of minors and/or is damaging to minors in any way; and any other similar materials;
- (j) impersonate another person or a representative of an organization, including FINDO employees;

(k) upload, or publish in any other way, Content which You are not allowed to make public by applicable laws or which violates applicable laws;

(l) collect information and/or interact with the Website, the Software, and/or the Service by means of automated scripts or software;

(m) use other users' Logins to sign in to the Website and the Service or to use the Software;

(n) collect and store personal data of other users of the Website, the Software and/or the Service;

(o) disrupt the normal operation of the Website, the Software and/or the Service.

(p) reverse engineer, disassemble, decompile (i.e. reproduce and transform the object code into source code) or otherwise attempt to derive the source code for the Website, the Software, and/or the Service or any part thereof, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation. If applicable law prohibits the restriction of such activities, any information so discovered must not be disclosed to third parties with the exception that such disclosure is required by law and such information must be promptly disclosed to FINDO. All such information shall be deemed to be confidential and proprietary information of FINDO.

(q) modify, adapt (including any changes for the purpose of enabling the Website and/or the Software to run on Your hardware), or make any changes to the Website, the Software and/or the Service (including any changes to the object code or source code);

(r) correct errors in the Website or translate the Website without the prior written consent of FINDO;

(s) rent, lease, assign or transfer any rights granted to You by these Terms and other rights related to the Website, the Software and/or the Service to any other person unless otherwise stipulated in a separate written agreement with FINDO;

(t) remove, change or obscure any copyright, trademark or patent notices that appear on the Website or in the Software and/or the Service and related materials.

4.3 RESTRICTED RIGHTS LEGEND. Any technical data, software, and documentation provided with the Software and/or Service and used for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

4.4 Export Restrictions. The Software and/or the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States or any other government maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List, or the comparable such lists of other governments (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software and/or the Service, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. You agree to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The Software and/or the Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

4.5 Authorized Users. FINDO will establish, during the registration process, one set of End User account information, which may include, but not be limited to, an email address and password, and supported currency in which payment will be made by You. Any actions taken on your account are deemed to be actions taken by You, including but not limited to: making payments, placing orders for Software and/or Service, and requesting Service functionality. You are solely responsible for all activity on Your account and will abide by all applicable local, state, national, and foreign laws, treaties, and regulations in

connection with Your use of the Software and/or the Service. In no event will FINDO be responsible or liable for any damages, fines, taxes, or other consequences of misuse or abuse of Your account. You are solely responsible for the security of the End User account information, including the storage of user names, passwords, and other secret information if applicable, and the choice of strong passwords. FINDO may from time to time impose, but is not obligated to impose, password and other secret information management policies that You agree to comply with, including but not limited to, minimum password strength and maximum password lifetime.

4.6 Unauthorized Use. You shall: (a) immediately inform FINDO of any instances of unauthorized access to the Website, Software and/or Service under Your Login and Password and/or of any other security breach that comes to Your attention;(b) report to FINDO immediately and use best efforts to immediately stop any unauthorized copying or distribution of any part of the Software; and (c) not impersonate another user or provide false identity information to gain access to or use the Software and/or Service.

4.7 Content. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership, and right to use for all of Your Content and any Data sent by You in requests for Service. You will abide by and will be solely responsible for any breach of applicable local, state, national, and foreign law, treaty, or regulation in connection with Your Data, including those related to copyright, data privacy, international communications, and the transmission or technical or personal data.

4.8 FINDO has implemented reasonable security standards to protect Your Content from unauthorized access, disclosure, or use. However, no data transmission or storage system can be guaranteed to be 100% secure and safe from unauthorized third party access. If You have reason to believe that your interaction with FINDO and with the Software and/or the Service is no longer secure and has been compromised, please notify FINDO immediately. Except as otherwise provided in these Terms, FINDO will not access, monitor, review, use, publish, reproduce, or disclose any of Your Content. We will review the content of Your Data, but our review will be strictly limited to that necessary to perform the Service.

4.9 FINDO may send You marketing e-mail messages about FINDO's products and company news, special offers, products usage advices and other information related to FINDO's activities. You may unsubscribe from such marketing emails by clicking the unsubscribe link at the bottom of each marketing e-mail.

4.10 As described in the referenced Privacy Policy, you will not be able to opt out of receiving administrative messages.

4.11 You agree that You are solely responsible for any breach of laws, treaties, or regulations in connection with any of Your Content, including personal or confidential data, and shall defend, indemnify and hold FINDO harmless from and against any and all claims, actions, proceedings, expenses, liabilities, damages, costs, and expenses, including attorneys' fees, associated with and/or arising from Your Content.

If the processing of Your Content causes Service failure or leads to the abnormal consumption of computing resources, or leads to other exceptional cases connected with functionality of the Service, You consent to FINDO's unrestricted use at any time of Your Content for the sole purpose of improving the quality of the Service.

4.12 Location of Servers for the Site and Services. Your information may be stored and processed in any country in which Findo and its Affiliates maintain facilities. In this regard, or for purposes of sharing or disclosing, Findo reserves the right to transfer information outside of your country. By using the Service, you consent to any such transfer of information outside of your country for the purpose of enabling you to use the Service.

4.13 You may terminate Your use of the Service at any time by ceasing Your use of the Website and the Service. You may terminate your use of the Software at any time by ceasing Your use of the Software and deleting the Software from Your system.

4.14 FINDO is offering You the Software and/or Service according to the pricing plan in effect at the time you accept these Terms. FINDO may change the pricing plan at its sole discretion and will provide written notice to you if the pricing plan changes. By continuing to use the Software and/or Service you

automatically agree to accept any applicable changes to the pricing plan. You can see the Pricing Plan currently in effect by following the link below:

<https://findohelp.zendesk.com/hc/en-us/articles/115003216625-How-can-I-pay-for-Findo->

5. WARRANTY DISCLAIMER and LIMITATION OF LIABILITY

5.1. FINDO shall not provide You with an Internet connection or with any hardware and software required to connect to the Internet, and FINDO shall not be liable for the quality of Your Internet connection or the quality of the hardware and software that You use to access the Internet. FINDO shall not be liable for any malfunction or other problems in telephone networks or services, computer systems, servers, providers, computer hardware, software, or telecom equipment, or for any malfunction in the operation of e-mail services and scripts, howsoever caused.

5.2. You acknowledge that Your Content will be transmitted over an insecure public computer network and that FINDO shall not be liable for any loss of information transmitted in this manner.

5.3. FINDO shall not be liable for any delay, malfunction, missed or late delivery, removal or loss of any of Your Data.

5.4 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, FINDO MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SOFTWARE AND/OR SERVICE. FINDO DOES NOT REPRESENT OR WARRANT THAT:

(A) THE USE OF THE SOFTWARE AND/OR SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA;

(B) THE SOFTWARE AND/OR SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(C) THE RESULTS OBTAINED BY USING THE SOFTWARE AND/OR SERVICE ARE ACCURATE, RELIABLE, COMPLETE OR USEFUL;

(D) THE OPERATION OF THE SOFTWARE AND/OR SERVICE OR THE PROVISION OF THE SERVICE WILL BE CONTINUOUS AND/OR UNINTERRUPTED OR FREE FROM ERROR;

(E) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE AND/OR SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(F) ERRORS OR DEFECTS WILL BE CORRECTED;

(G) SOFTWARE AND/OR THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;

THE SOFTWARE AND/OR THE SERVICE, AS APPLICABLE, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FINDO AND ITS AFFILIATES.

5.5 UNDER NO CIRCUMSTANCES SHALL FINDO BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU AS A RESULT OF USE OR INABILITY TO USE THE SOFTWARE AND/OR SERVICE, OR CAUSED BY ERRORS, INTERRUPTION OF SERVICE, REMOVAL OF YOUR DATA, CHANGE IN FUNCTIONALITY, DEFECTS AND THE LIKE, HOWSOEVER CAUSED.

5.6 LIMITATION OF LIABILITY. IN NO EVENT WILL YOU OR FINDO BE LIABLE FOR ANY LOST REVENUE, PROFITS, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FINDO'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE WEBSITE, SOFTWARE, AND/OR SERVICE OR THESE TERMS exceed U.S. ONE HUNDRED DOLLARS (\$100.00), EVEN IF FINDO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERM AND TERMINATION

6.1 Term. The effective date of the Terms will commence upon the earliest date You (i) click the "Submit and Agree" button on the Registration Form, (ii) access, install, copy or use the Software, or (iii) use the Service, and will continue until terminated in accordance with this Section 6.

6.2 Termination for Convenience. FINDO may terminate these Terms at any time without any notice to You. In the event FINDO terminates these Terms for its convenience, it will refund to You any payments You had made for the Service and/or the Software that You were unable to use due to such termination.

You may terminate these Terms at any time without any notice to FINDO. However, in such event, any pre-payments You had made for the Service, are forfeited and will not be refunded to You.

6.3 No Liability for Termination. Except for any payment obligation that arose prior to the date of termination or as expressly required by law, if either You or FINDO terminates these Terms in accordance with any of the provisions of these Terms or stops using the Software and/or Service, it will not bear any liability to the other because of such termination.

6.4 Termination of the Service. FINDO may deactivate Your account and remove all of Your Content and/ or may stop the Service and/or your ability to use the Software without any notice in any case including but not limited to the breach of these Terms by You. In the event FINDO erroneously terminates Your ability to use the Software and/or the Service, or erroneously deactivates Your account, FINDO will refund to you any payments made for the Software and/or Service that You were unable to use due to such termination or deactivation. In the case of the breach of these Terms by You, payments for purchased Software and/or Service will not be refunded.

6.5 If you are using the Service, You may contact FINDO by e-mail at support@findo.com to de-activate Your login (account) and cease Your use of the Service at any time. If you are using the Software, you may cease your use of the Software at any time by deleting the Software from your system.

6.6 The following provisions will survive any expiration or termination of this Agreement: Sections 1, 2, 4.7, 4.11, 5.3, 5.4, 5.5, 5.6, 6.2, 6.3, 6.5, 6.6, 7, 8, and 9.

7. COPYRIGHTS AND TRADEMARKS

Rights in the Service. FINDO and its Affiliates own, or otherwise have rights to, all right, title, and interest, including all related intellectual property rights, in and to the Website, Software, Service, the Service Marketing Materials, and any feedback provided by You or any other party relating to the Software, Service or Service Marketing Materials. All FINDO trademarks (including but not limited to FINDO®) are the intellectual property of FINDO or its Affiliates and are provided only for reference. FINDO does not grant You any license to use these trademarks.

8. APPLICABLE LAW

8.1 These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to or application of its conflicts of laws rules. Any action or proceeding arising out of or relating to these Terms shall be brought exclusively in a state or federal court of competent jurisdiction situated in the state of Delaware, and the parties expressly consent to the exclusive personal jurisdiction of such courts for such purpose.

8.2 These Terms will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. GENERAL

9.1 FINDO may subcontract, delegate, transfer and assign its rights, duties, and obligations hereunder (or any part thereof) to a third party at any time without notice to You or Your consent.

9.2 Force Majeure. FINDO will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond FINDO's reasonable control.

9.3 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act, You and Your employees and agents will not directly or indirectly make and offer payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government, including the United States Government (including a decision not to act), or inducing such a person to use his influence to affect any such governmental act or decision in order to assist FINDO in obtaining, retaining, or directing any such business.

9.4 If any claims, actions, proceedings, or lawsuits are brought against You in connection with your use of the Software and/or the Service, You shall promptly inform FINDO of the same, but in no event later than ten (10) days from the date you first learned of the matter. You shall carry out all necessary actions to provide FINDO with the possibility, at its election, of taking part in such claim, action, proceeding or lawsuits in court, and You shall provide FINDO with all information necessary for settlement of the corresponding claims or lawsuits, not later than in ten (10) days from the date of receipt of an inquiry from FINDO.

9.5 Waiver. The failure of either party to enforce compliance with any provision of these Terms shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or any of the terms and conditions of these Terms shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in these Terms shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

9.6 Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any rights to You under these Terms is found to be illegal, unenforceable, or invalid, the right granted will immediately terminate.

9.7 Interpretation. The headings appearing at the beginning of several sections contained in these Terms have been inserted for identification and reference purposes only and shall not be used to construe or interpret these Terms.

9.8 Entire Agreement. These Terms is the final and complete expression of the agreement between You and FINDO regarding the use of the Software and/or Service. These Terms supersede all previous oral and written communications regarding these matters, including any marketing materials or documentation provided by FINDO prior to the entry into these Terms, unless specifically referred to and incorporated in these Terms. No employee, agent, or other representative of FINDO has any authority to bind FINDO with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Terms. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter these Terms. No modification

of these Terms, or of any provision hereof shall be effective unless it is contained in a writing signed or otherwise consented to, as applicable, by both You and FINDO.

10. Effective Date.

The effective date of these Terms of Use is May 12, 2017.