

INTRODUCTION

This Terms of Service is a contract between you (the Customer) and us (FINGER's service provider) describing the services we will provide to you and other aspects of our business relationship. **This contract will only apply if you have an active subscription.**

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1. DEFINITIONS

"FINGER" means the name of a collection of database and analytical software products.

"Agreement" or "Terms of Service" means this agreement and all related materials referred or linked to in here.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 25% of the voting interests of the subject entity.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing or via the online service, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party's past, present or proposed products, marketing plans, engineering and other designs, technical data, POI's records including media images and video footage, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"POI" means Person of Interest. Also means the record(s) of the POI(s) stored in FINGER system.

"Records" means the POI's record stored in FINGER system.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted and uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit via the FINGER system.

"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

2. SERVICE DESCRIPTION

All database products such as SILVER, GOLD, and PLATINUM FINGER conduct search based on the input of First Name, Last / Surname, and optionally, date of birth of POI.

The matched results will give you access to the full POI profile including images and video clips where available. Profile details include known aliases and associates with individual profiles within FINGER.

GOLD and PLATINUM FINGER uses facial recognition engine while the GOLD FINGER search one image per request, the PLATINUM FINGER search for multiple matches from a live video stream.

The annual service period is minimum of 355 days.

We reserve all rights to block or suspend the service for maintenance purposes for 10 days/year, a maximum of 24 hours per occasion.

3. USE OF SERVICES

During the Subscription Term, we will provide you access to use the pre-paid FINGER product as described in this Agreement. By the subscription, you select the FINGER product that you intended to use. After the payment, the product is immediately available and the 365 days subscription period starts.

You may subscribe to additional products of FINGER, by placing an additional order or buying online immediately. This Agreement will apply to all additional order(s) and all additional features that you activate from within your FINGER account.

Downgrade the selected product during the subscription period is not allowed, except only discontinued service.

Prohibited and Unauthorized Use. You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser, except some of our products' robots, implemented by design; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our servers or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) attempt to copy and/or save images, video footages, descriptions are prohibited; (vi) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

The above attempts may result in, among other things, termination or suspension of your subscription without any compensation/indemnification for the suspended or canceled period.

4. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary.

If the result of your database request is matching with a stored POI, we may use these results to update our dynamic FINGER database without any obligation on our side. When you create or make available any Contributions, you thereby represent and warrant that:

- i. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- ii. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.
- iii. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- iv. your Contributions are not false, inaccurate, or misleading.
- v. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- vi. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- vii. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- viii. your Contributions do not violate any applicable law, regulation, or rule.

- ix. your Contributions do not violate the privacy or publicity rights of any third party.
- x. your Contributions do not contain any material that solicits personal information from anyone under the age of 18.
- xi. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or Service in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Service.

5. EQUIPMENT

You'll be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment including internet access with minimum bandwidth (150/50 Mb/sec) needed for access to and use of FINGER system and all charges related thereto.

6. DISCONTINUATION OF SERVICES

We reserve the right to change the product characteristics. If we do so, we'll give you reasonable prior notice that you can decide to continue your subscription or not. If we discontinue the Services in this way before the end of your annual subscription period, we'll refund within 90 days the portion of the fees that you have pre-paid but haven't received Services for.

7. FEES

Fees are published during the registration of subscription We do not publish the price of each product, this will be received in your registered email by the quotation.

If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your FINGER account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a FINGER Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST.

8. BILLING

We go for paperless world. Go paperless with electronic billing. Our electronic billing is an alternative to post your subscription bills. It enables you to have an accurate, fast, and efficient accounts payable service. If you go the regular way you may have to choose this during the registration of subscription.

9. INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site and service pages (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

10. TERMINATION

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed

name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services five (5) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

11. LIMITATION OF LIABILITY, DISCLAIMERS

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the service, even if we have been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid by you.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

12. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy posted on the Site. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

13. CONFIDENTIALITY

The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services, and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

14. AMENDMENT AND WAIVERS

The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the Subscriber.

15. ASSIGNMENT

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

16. NOTICE

Any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day

given, if personally delivered or if sent by confirmed electronic mail, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

If notice sends by e-mail:

If notice sends by post: .

17. GOVERNING LAW

This Agreement shall be deemed to have been executed in the Cyprus and will be governed by and construed in accordance with the laws of Cyprus. The parties hereby consent to the jurisdiction of the courts of the Cyprus for the purpose of any action or proceeding brought by either of them in connection with this Agreement.