

DataCheckr AI Terms of Service

Effective: 1st November 2025

Please read these Terms carefully because they are a binding agreement between You and AQAVERSANT Ltd, ("AQAVERSANT" or "We").

If you have questions about these terms of service, please email us at support@AQAVERSANT.com

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A CONTRACT BETWEEN YOU AND AQAVERSANT AND GOVERN THE USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU, SUBSCRIBERS, AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE OR A FREE TRIAL OF THE SERVICE.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting a Subscriber or End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization, or another legal entity (an "Entity"), You are agreeing to these Terms for that Entity and representing to AQAVERSANT that You have the authority to bind such Entity and its affiliates to these Terms, in which case the terms "Subscriber," "You," "Your", or related capitalized terms herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

1. DEFINITIONS

The following terms have the following meanings:

Account: means all AQAVERSANT accounts or instances created by or on behalf of Subscriber within the Service.

API: means the application programming interfaces developed and enabled by AQAVERSANT that permits Subscriber to access certain functionality provided by the Service, including, without limitation, the AQAVERSANT REST API that enables the interaction with an AQAVERSANT instance automatically through HTTPS requests and the AQAVERSANT application development API that enables the integration of an AQAVERSANT instance with other web applications.

Confidential Information: means all information disclosed by You to AQAVERSANT or by AQAVERSANT to You which is in tangible form and may or may not be labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

Documentation: means any written or electronic documentation, images, video, text, or sounds specifying the functionalities of the Service provided or made available by AQAVERSANT to You, Subscribers, or End-Users through the Site or otherwise.

End-User: means any person or entity other than Subscriber with whom Subscriber interacts using the Service, including any person or entity being provided access to or receiving reports or other information generated by the Service.

Form: means any AQAVERSANT generated service order form executed or approved by You with respect to Your subscription to the Service. The Form may detail, among other things, the number of Subscribers authorized to use the Service under Your subscription to the Service and the Service Plan applicable to Your subscription to the Service.

Other Services: means third party products, applications, services, software, products, networks, systems, directories, websites, databases, and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, certain Other Services which may be integrated directly into Your AQAVERSANT Service.

Service: means the AQAVERSANT automatic quality assurance solution and tools provided by AQAVERSANT including, individually and collectively, Software, the API, and any Documentation. Any new or modified features added to or augmenting the Service or updates or enhancements to the Service ("Updates") are also subject to these Terms and We reserve the right to deploy Updates at any time. Service also includes any training or consulting offered by AQAVERSANT

Service Plan: means the service plan and the functionality and services associated therewith (as detailed on the Site) for which You subscribe with respect to each Subscriber.

Site: means <http://AQAVERSANT.com> and all other websites owned or operated by AQAVERSANT or its subsidiaries.

Software: means software provided by AQAVERSANT (either by download or access through the internet) that allows a Subscriber or End User to use any functionality in connection with the Service.

Subscriber: means an individual authorized to use the Service through Your Account as a product owner, contributor, reviewer, viewer, and/or administrator as identified through an email address assigned to a specific individual (e.g. mypersonalname@yourcompany.com; not myroleortitle@yourcompany.com).

Subscription Term: means the period during which You have agreed to subscribe to the Service.

Your Data: means all electronic data, text, messages, or other materials submitted to the Service by You, Subscribers, and End-Users, in connection with Your use of the Service.

AQAVERSANT: means AQAVERSANT Ltd, a UK limited company or any of its successors or assignees. In these Terms, AQAVERSANT Ltd may also be referred to through the use of "We" or "Our."

2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICE

2.1 During the Subscription Term and subject to compliance by You, Subscribers, and End Users with these Terms, You have the limited right to access and use the Service consistent with the Service Plan You subscribe to for Your internal business purposes. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by AQAVERSANT from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

2.2 A high speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by AQAVERSANT, including Secure Socket Layer (SSL) protocol or other protocols accepted by AQAVERSANT, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Subscribers, or End Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by AQAVERSANT. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.3 You agree not to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Service available to any third party, other than authorized Subscribers and End Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party other than Subscribers or End Users; (c) modify, adapt, or hack the Service, or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any sponsorship or association with AQAVERSANT; (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (g) use the Service to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Service; (j) use the Service to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103; (l) use the Service to knowingly post, transmit, upload, link to, send, or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or (m) try to use, or use the Service in violation of these Terms.

2.4 Acceptable Use. You must not use the Service to process unlawful content or content that infringes third-party rights, or in a way that breaches applicable laws or causes harm. You are solely responsible for the legality, accuracy and integrity of the data you input and any results you generate from it. For clarity, you must not attempt to bypass usage limits, quotas or fees, or otherwise circumvent metering of the Service.

2.5 You are responsible for compliance with the provisions of these Terms by Subscribers and End Users and for any and all activities that occur under Your Account, as well as for all Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to collect, store, transmit, and otherwise process Your Data is compliant with all applicable laws and regulations. You also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes. Subject to any limitation on the number of individual Subscribers available under the Service Plan for which You subscribed, access to and use of the Service is restricted to the specified number of individual Subscribers permitted under Your subscription to the Service. You agree and acknowledge that each Subscriber will be identified by a unique email address and password ("Login") and that a Login may only be used by one (1) individual. You will not share a Login among multiple individuals. You and Your Subscribers are responsible for maintaining the confidentiality of all Login information for Your Account.

2.6 Access and Accounts. Use of the Service requires authentication via your Microsoft account using single sign-on (SSO). AQAVERSANT does not issue or store user passwords. You are responsible for securing your Microsoft account and for all activity under your credentials.

2.7 In addition to Our rights as set forth in Section 7.4, AQAVERSANT reserves the right, in AQAVERSANT's reasonable discretion, to temporarily suspend Your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service; (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including, without limitation, distributed denial of service attacks; or (c) if AQAVERSANT We suspect or detect any Malicious Software connected to Your Account, or use of the Service by You, Subscribers, or End Users.

3. DATA PRIVACY AND SECURITY; CONFIDENTIALITY

3.1 Subject to the express permissions of these Terms, You and AQAVERSANT will protect each other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, You and AQAVERSANT may use each other's Confidential Information solely to exercise Your and AQAVERSANT's respective rights and perform Your and AQAVERSANT's respective obligations under these Terms and shall disclose such Confidential Information solely to those employees, representatives, and Subscribers who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.

3.2 AQAVERSANT will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Your Data. These safeguards include encryption of Your Data in transmission (using SSL or similar technologies) to Other Services, unless those Other Services do not support encryption, in which event, You link to those Other Services at Your own risk. Our compliance with the provisions of this Section 3.2 shall be deemed compliance with Our obligations to protect Your Data as set forth in Section 3.1.

3.3 Data handling for the Excel add-in. Spreadsheet cell data you edit within Excel using the add-in does not leave Excel. Operational telemetry and HEAT/RL training signals are processed within AQAVERSANT's cloud in London (GCP europe-west2). Data is encrypted in transit and at rest.

3.4 You agree that AQAVERSANT and the service providers We use to assist in providing the Service to You shall have the right to access Your Account and Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers given access to Your Account and Your Data will be subject to confidentiality obligations no less stringent than those set forth in Section 3.1. AQAVERSANT and these third-party service providers shall: (a) not sell Your Data or personal information as described in Our Privacy Policy, the current version of which is available at www.AQAVERSANT.com/privacy-policy ("Personal Information"); (b) only retain, use, or disclose Your Data or Personal Information for the specific purpose of providing the Service to You; (c) not retain, use, or disclose Your Data or Personal Information for a commercial purpose other than providing the Service to You; (d) not retain, use, or disclose Your Data or Personal Information outside of Your direct business relationship with AQAVERSANT; and (e) to the extent You, in Your use of the Service, do not have the ability to delete Your Data or Personal Information, comply with any commercially reasonable request by You to facilitate such actions to the extent AQAVERSANT is legally permitted to do so and you have verified the request to the extent required by law.

3.5 Access to support and operations data. AQAVERSANT and its approved sub-processors may access operational data only as needed to provide, secure, and support the Service.

3.6 We collect certain information about You, Subscribers, and End Users as well as Your and their respective devices, computers, and use of the Service. We use, disclose, and protect this information as described in our Privacy Policy, the current version of which is available at www.AQAVERSANT.com/privacy-policy and which is incorporated into the Terms.

3.7 Privacy Policy. We collect limited operational and usage information to operate and improve the Service, as described in our Privacy Policy. We do not process personally identifiable information (PII).

4. INTELLECTUAL PROPERTY RIGHTS

You and AQAVERSANT shall maintain all rights, title and interest in and to all Your and AQAVERSANT's respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Subscribers, and End Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly permitted herein, all rights, title, and interest in and to the Service and all hardware, software, and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to AQAVERSANT. AQAVERSANT shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations, or other feedback We receive from You, Subscribers, or End Users. AQAVERSANT and AQAVERSANT's other product and service names, and logos used or displayed on the Service are trademarks or registered trademarks of AQAVERSANT (collectively, "Marks"), and You may only use such Marks to identify You as a Subscriber. You shall not attempt to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent AQAVERSANT, its services, or products.

If you provide ideas, suggestions, or feedback ("Feedback"), you grant AQAVERSANT a non-exclusive, worldwide, perpetual and royalty-free licence to use the Feedback for the purpose of operating, maintaining and improving our products and services. We are not obliged to use or attribute Feedback. This clause does not grant us any rights in your trademarks or logos.

5. THIRD PARTY SERVICES

If You decide to enable, access, or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services. We do not endorse, are not responsible or liable for, and make no representations or warranties as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Data), or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against AQAVERSANT with respect to such Other Services. AQAVERSANT is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes, or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting AQAVERSANT to disclose Your Login as well as Your Data as necessary to facilitate the use or enablement of such Other Service.

The add-in does not enable end-user connections to third-party 'Other Services'. AQAVERSANT may use sub-processors to deliver telemetry, error logging, and similar operational functions under appropriate confidentiality and data-protection obligations. We do not disclose your Microsoft credentials or spreadsheet cell data to third parties.

6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

6.1 Unless otherwise indicated on a Form referencing these Terms and subject to Section 6.2, all charges associated with Your access to and use of the Service ("Subscription Charges") are due within 15 days following commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within fifteen (15) business days of Our notice to You that payment is overdue or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You, Subscribers, and End Users.

6.2 Charges and who bills you. The add-in is acquired for free via Microsoft AppSource. Fees become payable if your usage exceeds free limits or if you purchase a paid plan. All paid plans and usage fees are billed by AQAVERSANT.

6.3 If You choose to upgrade Your Service Plan or increase the number of authorized Subscribers during Your Subscription Term (a "Subscription Upgrade"), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account, and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

6.4 Changes during term. If you upgrade plans or exceed usage thresholds mid-term, incremental charges are applied pro-rata for the remainder of the current billing period.

6.5 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. You can downgrade from any Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and AQAVERSANT does not accept any liability for such loss. AQAVERSANT reserves the right to contact You about special pricing if You maintain an exceptionally high number of End Users, an unusually high monthly product, release, or feature ratio per Subscriber, or other excessive stress on the Service.

6.6 Downgrades and refunds. You may downgrade at any time; downgrades take effect from the next billing cycle. No refunds or credits are issued for partial periods or unused capacity, except where required by applicable law. Your statutory consumer rights (where applicable) are not affected.

6.7 Unless otherwise stated, Our charges do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes except those assessable against AQAVERSANT based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6.8 Taxes. Prices are exclusive of taxes. Where legally required, taxes will be charged and remitted by AQAVERSANT.

6.9 If You pay by credit card, the Service provides an interface for the account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by AQAVERSANT, or they may obtain a receipt from within the Service to track subscription status. AQAVERSANT uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain, or use Your billing information except to process Your credit card information for AQAVERSANT

6.10 Payment processor. Card payments are processed by Stripe acting as our payment processor. Stripe does not use your billing information except to process payments for AQAVERSANT. Receipts are provided electronically.

6.11 Price changes. We may change prices for renewals or future billing periods. We will give reasonable prior notice before the change applies. Price changes do not apply retroactively.

6.12 Microsoft-billed plans (if enabled). If we later enable plans billed by Microsoft through the marketplace, your cancellation and refund rights for those Microsoft-billed plans will be subject to Microsoft's marketplace refund policies (including any initial buyer's-remorse window published by Microsoft).

7. CANCELLATION AND TERMINATION

7.1 Either You or AQAVERSANT may elect to terminate Your Account and subscription to the Service as of the end of your then current Subscription Term by providing notice at least 30 days prior to the end of such Subscription Term. Unless otherwise provided for in any Form and subject to adjustments provided in Section 6.6, the Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then-effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is cancelled.

7.3 If You terminate Your subscription to the Service, cancel Your Account prior to the end of Your Subscription Term, or We effect such termination or cancellation pursuant to Sections 2.5(c) or 7.4, in addition to other amounts You may owe AQAVERSANT, You must immediately pay any unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by AQAVERSANT, provided You provide advance notice of such breach to AQAVERSANT and afford AQAVERSANT not less than thirty (30) days to reasonably cure such breach.

7.4 AQAVERSANT reserves the right to modify, suspend, or terminate the Service (or any part thereof), Your Account, or Your, Subscribers', or End Users' rights to access and use the Service, and remove, disable, and discard any of Your Data if We believe that You, Subscribers, or End Users have violated these Terms. Unless legally prohibited from doing so, AQAVERSANT will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. AQAVERSANT shall not be liable to You, Subscribers, End Users, or any other third party for any such modification, suspension, or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Subscribers, or End Users may be referred to law enforcement authorities at Our sole discretion.

8. DISCLAIMER OF WARRANTIES

THE SITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. AQAVERSANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT AQAVERSANT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM AQAVERSANT (INCLUDING, BUT NOT LIMITED TO, ITS EMPLOYEES) OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

9. LIMITATION OF LIABILITY

9.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUBSCRIBERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, AQAVERSANT'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF AQAVERSANT WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. AQAVERSANT HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

9.3 The limitations in Section 9.1 and Section 9.2 shall not apply to any intentional breach of confidentiality obligations set forth in Section 3, nor to indemnity obligations under Section 10.

9.4 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, AQAVERSANT'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION

10.1 AQAVERSANT will indemnify, hold harmless, and defend You from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid international patent, copyright, trademark, or trade secret (an "IP Claim"). AQAVERSANT shall, at its expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by AQAVERSANT for such defense, provided that: (a) You promptly notify AQAVERSANT of the threat or notice of such IP Claim; (b) AQAVERSANT is provided the sole and exclusive control and authority to select defense attorneys, defend, and/or settle any such IP Claim; and (c) You fully cooperate with AQAVERSANT in connection therewith. If use of the Service by You, Subscribers, or End Users has become, or in AQAVERSANT's opinion, is likely to become, the subject of any such IP Claim, AQAVERSANT may, at its option and expense, either: (x) procure for You the right to continue using the Service as set forth hereunder; (y) replace or modify the Service to make it non-infringing; or (z) if options (x) or (y) are not commercially and reasonably practicable as determined by AQAVERSANT, terminate Your subscription to the Service and repay You, on a pro-rated basis, any Subscription Charges previously paid to AQAVERSANT for the corresponding unused portion of Your Subscription Term. AQAVERSANT will have no liability or obligation under this Section 10.1 with respect to any IP Claim if such claim is caused in whole or in part by: (i) compliance with designs, data, instructions, or specifications provided by You; (ii) modification of the Service by anyone other than AQAVERSANT; or (iii) the combination, operation, or use of the Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Section 10.1 state the sole, exclusive, and entire liability of AQAVERSANT to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You, Subscribers, or End Users.

10.2 You will indemnify, hold harmless, and defend AQAVERSANT against any claim brought by a third party against AQAVERSANT arising from or related to use of the Service by You, Subscribers, or End Users in breach of these Terms, or matters which You have expressly agreed to be responsible pursuant to these Terms, provided that AQAVERSANT promptly notifies You of the threat or notice of such a claim.

11. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

11.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without AQAVERSANT's prior consent. We may, without Your consent, assign Our agreement with You to any affiliate or in connection with any merger or change of control of AQAVERSANT or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11.2 These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and AQAVERSANT with regard to the subject matter hereof. You are not relying on any representations or warranties other than those expressly provided herein. These Terms will control over any standard or boilerplate terms included on any document provided by You or a third party acting on your behalf to AQAVERSANT including but not limited to purchase orders. Any such terms are expressly rejected by AQAVERSANT and are not part of these Terms. We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will announce any material changes to these

Terms via email or in-app messaging at least seven (7) days prior to their taking effect. AQAVERSANT's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

12. SEVERABILITY

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

13. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Service and other Software or components of the Service which AQAVERSANT may provide or make available to You, Subscribers, or End Users may be subject to U.K. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software, and such other components by You, Subscribers, and End Users. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software, or other components is prohibited under U.K. or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Service to any government, entity, or individual located in any Prohibited Jurisdiction. You represent, warrant, and covenant that (i) You are not named on any U.K. government list of persons or entities prohibited from receiving U.K. exports, or transacting with any U.K. person, (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction, (iii) You shall not permit Subscribers or End Users to access or use the Service in violation of any U.K. or other applicable export embargoes, prohibitions, or restrictions, and (iv) You shall comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom and the country in which You, Subscribers, and End Users are located.

14. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the parties.

15. SURVIVAL

Sections 1-4, 6, 8 and 9-17 shall survive any termination of the agreement with respect to use of the Service by You, Subscribers or End Users. Termination of such agreement shall not limit Your or AQAVERSANT's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

16. NOTICE

All notices to be provided by AQAVERSANT to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service ("Courier") or national postal service to the contact mailing address provided by You on any Form; or (ii) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to Us in writing via electronic mail at support@AQAVERSANT.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

All legal notices and enquiries should be sent to: info@aqaversant.com. Website: <https://www.aqaversant.com>. Product information: <https://www.datacheckr.ai>.

17. GOVERNING LAW

The enforcement and interpretation of, and all claims or disputes arising out of or related to these Terms shall be governed by the procedural and substantive laws of the United Kingdom, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. You hereby expressly agree to submit to the exclusive personal jurisdiction of the national courts of the United Kingdom, for the purpose of resolving any dispute relating to the Terms or access to or use of the Service by You, Subscribers, or End Users.

These Terms and any dispute or claim arising out of or in connection with them are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, without prejudice to any non-excludable statutory consumer protections that apply.

18. MICROSOFT APPSOURCE AND MARKETPLACE POLICIES

Your installation and use of the add-in via Microsoft AppSource are also subject to Microsoft's marketplace terms and policies, which govern your use of the storefront and, if Microsoft ever bills you as agent/reseller for a transactable offer, the purchase and billing for that Microsoft-billed offer. Our Publisher Terms (these Terms) govern your use of the add-in and any paid usage billed directly by AQAVERSANT. Order of precedence: for matters solely about use of the AppSource storefront (for example, account and acquisition UX), Microsoft's marketplace terms prevail; otherwise these Terms govern. Disputes with Microsoft about the storefront are subject to the governing law and venue in Microsoft's marketplace terms; disputes with AQAVERSANT are subject to Clause 17

18.1 Support. AQAVERSANT is responsible for support of the add-in. Microsoft has no support obligations for Publisher Offers listed on AppSource.

19. CONSUMER LAW (GENERAL)

Nothing in these Terms is intended to exclude, restrict, or modify any non-excludable statutory consumer rights. If you are deemed a consumer under local law, our disclaimers, limitations, and exclusions apply only to the extent permitted by those laws.