

Definitions

"ABO" means AuthBridgeOnline, the online portal powered by AuthBridge Research Services Private Limited based in Gurgaon, on behalf of itself, its officers and employees.

"Service" means business services and information products provided by or through ABO, which include business and personal credit reports, AML/CFL/KYC reports, background investigations and employment screening services.

"Client" means the user obtaining Service.

"Reseller" means a Client providing the Service to an End User.

"Applicable Law" means any applicable foreign, federal, state or other laws, rules, regulations or interpretations by relevant governmental regulatory organizations.

"International" means any country or territory outside India.

"Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, agent, and/or independent sales outlet.

Now, therefore, ABO and Client agree as follows:

ABO Obligations

The Service will provide Client with information gathered for the purpose requested, by ABO, furnished to ABO by third party agents or a combination thereof.

Client Obligations

Client will comply with the terms set forth in this agreement.

Client will pay for the Service as set forth in the Payments and Pricing section of this agreement. Prior to requesting Service, Client will carefully review each product's respective description (can be accessed by clicking on the symbol in the row), faqs and order form (which may vary by country). Client understands that this information may not always apply to its specific request when a response or result is obtained.

Prior to requesting Service for a report on a consumer, Client and/or their end user will inform the subject in writing that either a consumer report or an investigative consumer report will be acquired and will obtain the subject's authorization in writing for said report.

Prior to requesting Service for a report on a consumer, Client and/or their end user will provide the subject a written summary of his/her rights (including the right for additional disclosures regarding the nature and scope of the investigation) in accordance with Applicable Law.

Prior to requesting Service, Client and/or their end user will inform the subject that their personal data may be used to enable ABO, Client, Reseller, end user, and/or their agents to perform said Service and that their personal information may be transferred to other countries, including countries that have inadequate privacy laws according to the European Commission or other data protection commissions and/or government authorities.

Client and end users will only use the information that is being ordered for the Reason for Request indicated in the order and will not use it for any other purpose without the prior consent of ABO. The Service is not provided or intended to be used for investigations or due diligence investigations of individuals without Client having in its possession (and warranting that it has in its possession) a release signed by the subject agreeing to research being done to support the order(s) placed by Client.

Client and end users will comply with all Local and International laws and regulations applicable to the use of Services. Client accepts full responsibility for complying with all laws and for using the information products it receives from ABO in a legally acceptable fashion. Client further accepts full responsibility for any and all consequences of use and/or dissemination of those products. Client further agrees that each consumer report will only be used for a one-time use.

Client understands that some Services may require additional Addendums to be signed before ABO can provide information to Client.

As a condition of entering into this Agreement, Client certifies that it has in place reasonable procedures designed to comply with all applicable international, local, state and federal laws.

In order to ensure that ABO data is safeguarded and only provided to companies that have been appropriately verified and credentialed, Reseller is required to complete due diligence on any end user requesting Service prior to being provided access to ABO Service.

A. When Service Used for Employment Purposes Where the Employer is Located in the United States Under the FCRA

If the information products Client obtains from ABO are to be used for an employment purpose, Client certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by ABO, End User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) ABO's contact information, including complete address and US toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. US and International Background Screening

Client understands that background screening may be conducted through the services of a third-party independent contractor. Client understands that criminal and other background records are maintained in various ways. Because of differences in foreign laws, language, and the manner in which different records are maintained and reported, ABO cannot be either an insurer or a guarantor of the accuracy of the information reported. Client therefore releases ABO and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of a US or international background screening report.

Payments and Pricing

Client is responsible for each order that is placed on its account.

Client shall be charged for all Service at the rates set forth at the time each order is placed. However, ABO reserves the right to deny continuation of any order if unanticipated or unreasonable price fluctuations occur (e.g. agent pricing, currency fluctuations, etc.) and reserves the right to cancel any order (with an appropriate refund) if a commensurate source is not obtainable.

There may be additional 3rd party fee/ government fee involved, which may be charged over and above the mentioned price.

Pricing is subject to change without notice.

Client will be responsible for charges resulting from Client's errors in inputting data, entering duplicate orders, and canceling orders once processing has commenced.

Client understands that any check once ordered is non-cancelable.

Due to the customized nature of ABO's business, Client agrees that payments made by charge/credit/debit card can be debited at the time the Client's order is placed and not necessarily when delivery is made.

Non-payments, charge/credit/debit card charge-backs and/or refunds are not available and not acceptable for reasons including, but not limited to, report content, possible lateness, etc.

Reports over one working day late will be charged at the next slower delivery time if one is offered.

Refund and Cancellation

In case of transaction failures,

For Bank Refund, it may take up to 2 weeks, for the amount to get credited in your account, after we have initiated the refund.

The refund/replacement may get delayed or declined if the product received by us is not as per your claim or in case of incorrect Order ID.

Time taken to process the Refund may vary depending on the mode of payment. Please refer to the list below:

- Net banking: 6-7 Business days
- Debit card: 10-12 Business days
- Credit card: 15 Business days

There is "No" cancellation policy

Client Understanding

Client agrees and understands that Service may vary greatly due to numerous variables, some of which may be outside ABO's control (e.g. subject's unique history, available data, applicable laws, local search customs, source repository policies, organization's lack of cooperation, etc.). Information is obtained from ABO, third party agents/sources, in-country agents/sources or a combination thereof.

Client agrees and understands that though name variations may be common in a particular country and some repositories and/or agents may search for name variations, no consistency or guarantee that variations will be searched is available without the commitment of an additional order for each name. Searches are per jurisdiction unless otherwise indicated.

Client agrees and understands that many courts and some police agencies do not issue documents verifying a non-record. If such a document is available and is required by Client, additional fees and delays may apply.

Client agrees that in many cases only a verbal response is possible from the source.

Client agrees and understands that there are fees for Service provided by ABO. Furthermore, there may be out of pocket costs that must be advanced by ABO, including, but not limited to, court fees, international agent fees.

Client agrees and understands that published delivery times vary by product and country and are an estimate based on the experience of previous orders – they are not a guarantee. If a product lists a delivery time range, the order is considered to be late on the day after the last date in the range, not the first date. Orders are subject to delays depending upon source(s) involved and other factors such as holidays, etc.

Client agrees and understands that status updates and estimated completion times may not be practical or observed in other countries and, if obtained, may lack the level of specificity commonly expected. ABO will track and follow orders and make its best efforts to obtain detailed status updates on Client reports where possible.

Client agrees and understands that ABO extends its best efforts in developing the best agent network in the world. However, ABO is not responsible for the internal management of its agent's, its agent's employees, its agent's vendors and/or its agent's data sources.

Client will base its decisions on its own guidelines, policies and procedures. Any consultation and sample forms, which may be provided by ABO shall be provided for informational purposes only and ABO shall not be deemed to be

providing legal advice. ABO advises that Client consult experienced counsel to ensure compliant procurement and use of ABO reports in connection with its particular credit, due diligence or screening program.

Client understands they are subject to periodic audits regarding their compliance with their obligations under this agreement.

Client agrees that ABO has provided Client with a copy of the Notice to Users of Consumer Reports: Obligations of Users.

Data Security

Client is responsible for the creation, confidentiality and security of its password.

Client shall be responsible for all uses of its account, whether or not authorized by Client.

Privacy Policy

GENERAL PRIVACY STATEMENT

AuthBridge Research Services ("AuthBridge") is committed to safeguarding the privacy of the users of our website. Please read the following policy to understand how AuthBridge will treat your personal information as you use this site.

- Collective Information
- Personal Information
- Information Disclosure
- User Communications
- User Submissions
- Policy Changes

Collective Information

AuthBridge collects information about users of this site collectively, such as the pages users visit most frequently, the services users access the most, and the links to AuthBridge's partners that users most often visit. AuthBridge only uses such data in the aggregate. This information helps us determine what is most beneficial for our users, and how we can continually improve the services and features provided to the users of our site. We may share this collected information with our partners, but only in the aggregate, so that they too may understand how this site is used, in order to improve the services and features provided to you.

The main objective of our site is to help potential employers, business persons and those relying on someone's trust, to verify that a person is who they say they are and uncover anything in their past that they are not divulging, period. All information given to us is kept confidential and not sold or given away in any form.

Personal Information

Personal information that may be collected includes name, address, e-mail address, telephone number, and, in the event you are submitting payment for a product or service, credit card number. Such information may be stored indefinitely and may be collected and processed in one or more databases maintained directly or indirectly by AuthBridge. In addition to identification, registration, authentication, and transaction processing, AuthBridge may use that information for marketing purposes in order to make you aware of additional products and services which may be of interest to you, or to contact you regarding changes to and new offerings on our site, and special events and promotions. From time to time, AuthBridge may also ask you for other information via surveys, such as information regarding your areas of interest, your likes and dislikes regarding the site, your career goals, services that you would like offered on this site, and other such information that will help us improve the service and features made available to you on this site.

Information Disclosure

AuthBridge Research Services condemns the selling of information that assists in promoting "Identity Theft". AuthBridge will not knowingly disclose to any third party information about your individual visits to this site or your name, address, e-mail address, telephone number, or credit card number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is

relevant or where AuthBridge believes in good faith that the law requires such disclosure. AuthBridge may record and share aggregated information with our partners. AuthBridge uses its best efforts to protect your personal information. However, AuthBridge is not responsible or liable for the acquisition of your personal information by third parties without AuthBridge's knowledge and AuthBridge has no control over anything that occurs on servers not controlled by AuthBridge. Further, to the extent that you include your personal information (including e-mail address) on any resume you submit or post to the Site, AuthBridge cannot control the use of such information by third-party clients of AuthBridge that obtain your resume from the Site or AuthBridge. AuthBridge reserves the right to offer third-party services and products to you based on the preferences that you identify in your registration and at any time thereafter; any such offers will be made directly by AuthBridge or by third parties and offers sent by AuthBridge to your e-mail address may contain advertisements.

User Communications

In the event that you communicate any information, feedback, data, questions, comments, suggestions or other items to AuthBridge regarding AuthBridge, this site and its contents, or the services offered on this site, any such communication shall be deemed not to be confidential and shall become the property of AuthBridge. AuthBridge shall be free to reproduce, use, disclose and distribute such communication to others, without limitation. AuthBridge shall also have the unrestricted right to use any ideas, concepts, know-how, software, documentation, diagrams, drawings, schematics or techniques contained in your communication in any manner and for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products or providing services.

User Submissions

In the event that you submit information to AuthBridge in the form of audio, video, or photographs, whether submitted via the site or otherwise, such information may be published or distributed by AuthBridge to third-party clients and will be searchable and viewable by such third-party clients of AuthBridge. AuthBridge uses its best efforts to grant access to this information only to such clients. However, AuthBridge is not responsible or liable if some other third party evades security measures and gains access to such information. AuthBridge will cease publishing, distributing, or making available your information to third-party clients upon receipt of a written request from you. However, AuthBridge's clients that have access to such information may have retained a copy of the information in their own files or databases. AuthBridge is not responsible for the retention, use, or privacy of your information in such instances.

Policy Changes

AuthBridge's policy regarding privacy may change from time to time so please check back periodically. If, at any time, you have questions or concerns about AuthBridge's privacy commitment, please feel free to contact us at customercare@authbridge.com.

Client agrees to immediately notify ABO of any unauthorized use of Client's account or password.

Client agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. Client agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, and utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

Client and end users will utilize document disposal and/or destruction methods that render all data unintelligible and Client understands that ABO will do the same in accordance with the Federal Trade Commission.

Term of Agreement

This agreement shall be in full force and effect during such periods of time that ABO is providing Service for Client. Client agrees that if it is found to be in violation of any specifications of this agreement, ABO has the right to terminate Client's access to Service.

Modifications to Agreement

ABO reserves the right to modify these Terms and Conditions at any time and such modifications shall be effective immediately upon posting of the modified agreement to the website. Client agrees that they are entirely responsible for reviewing these changes when accessing this website or its products, Service and information, and understand

that ABO Terms and Conditions may be updated from time-to-time with the last revision date being clearly shown at the top of the agreement. Continued use of any of ABO's Service after changes are made constitutes acceptance of this agreement as modified by the published changes.

Rights to Service

The Service is proprietary to ABO and all rights to the Service are proprietary to and reserved by ABO.

Warranty and Warranty Disclaimers

Client recognizes that information is obtained from various third party sources. The information supplied to ABO by its agents is "as is" and cannot be guaranteed to be error free. In requesting any Services, Client accepts that information/content cannot be guaranteed as accurate in that ABO, its agents or associates have no practical opportunity to audit or confirm all source data.

ABO uses commercially reasonable efforts to comply with all applicable laws, regulations, rules and standards of all governing jurisdictions and performs Services generally (but not necessarily in each and every instance) in a workmanlike manner according to industry standards.

Client also understands that processing of court record, police or other governmental and/or commercial searches vary based on local laws, regulations and purpose. The information provided by agents to ABO may be reflective of country variances. The quality of information gathered in one country cannot be used as a measurement for information gathered in another country; record keeping practices vary by country.

Although reasonable effort is made by ABO and its agents to ensure accuracy, ABO does not act as the final guarantor of the information accuracy or completeness.

Client understands ABO does not provide legal advice in the provision of its Service herein and Client acknowledges it is not obtaining from ABO nor relying on ABO for legal advice of any kind.

Client acknowledges and agrees that, except as expressly provided in this section, ABO makes no representation or warranty whatsoever, either express or implied (including, but not limited to, implied warranties of merchantability or fitness for particular purpose and implied warranties arising from the course of dealing or a course of performance) with respect to the accuracy, validity, completeness, uninterrupted availability, or suitability for Client's needs, of any Service provided under this agreement, and ABO hereby expressly disclaims all such representations and warranties.

The representations, warranties, covenants and agreements contained in this agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

Client agrees and understands that satisfaction of its obligations under this agreement and all applicable laws is the sole responsibility of Client, and that such obligations of Client are in no way conditioned or contingent upon the performance of ABO or any business or consumer reporting agency, end user, consumer or other third party.

Limitation of Liability

Client releases ABO and its agents, contractors, officials, representatives, or assigned agencies, including officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, including indirect or consequential damages, lost profits, lost income, or lost savings, which may, at any time, result to Client, Client's company, Client's heirs, family, or associates because of placement, processing, work performed, delivery and/or fulfillment of Services.

Client further agrees that the information will not be used as evidence or as a basis for any legal action.

Client will not hold ABO responsible for potential or actual losses that may occur from any business decision made subsequent to the receipt of this report. This information is for Client's exclusive use. Client accepts that the content and amount of information may vary with each report depending on the situation ABO or ABO's agents may encounter and what information is available.

Indemnification

Client shall indemnify, defend and hold harmless ABO from and against any and all claims, suits, proceedings, damages, costs, expenses (including without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with any breach by Client of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Errors and Auditing

If ABO discovers any errors/omissions in research, ABO shall send a supplement report updating and correcting such. ABO's agent identities are proprietary and not available for audit.

Force Majeure

ABO is not responsible for any events or circumstances beyond its control, including, but not limited to, wars, riots, embargoes, strikes or Acts of God, which prevent ABO from meeting its obligations.

Governing Law and Dispute Resolution

This agreement of Client's use of Service shall be governed solely by the laws of the New Delhi, India and construed in accordance with the laws of India, without effect to conflict of law principles.

In the event of any dispute between the parties, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to binding arbitration conducted in Tampa, Hillsborough County, Florida, USA under the American Arbitration Association.

Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its confidential information.

Assignment, Sub-license or Resell

Client shall neither transfer nor assign this agreement, in whole or in part, without ABO's prior written consent, which shall not unreasonably be withheld.

Miscellaneous

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party (unless it is required directly or indirectly to perform services by ABO) without the prior written consent of the other party. The parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall ABO be required to destroy, erase or return any consumer reports or applicant data related thereto in ABO's files, all of which ABO shall maintain as a consumer reporting agency in strict accordance with all applicable laws.

If any provision of this agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction.

To the extent that any provision of this agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

Notices

Any notice that is required or permitted hereunder shall be deemed given to ABO only if delivered personally or by registered or certified mail, return receipt requested and postage prepaid, or by nationally recognized overnight delivery services, addressed as mentioned on the website