

## Data Language - Data Graphs Access Agreement

### Data Graphs: Terms and Conditions, ACCESS AGREEMENT

This Data Graphs access agreement is incorporated into the attached Order Form, which, once countersigned and dated by Data Language, creates a legally binding contract between (1) Data Language and (2) the API Licensee, taking effect on the Commencement Date.

## 1. DEFINED TERMS

**"Account Holder"** means an individual or business for which we have created a Data Graphs Account (whether a sole trader, partnership, LLP, limited company, or otherwise).

**"Data Graphs Account"** means an account that you hold with us, which, if active, allows you to access and use the Data Graphs Service.

**"Data Graphs Service"** means the software as a service that we make available to Account Holders, with the services available to a specific Account Holder differing depending on the type of account held, as described [here](#).

**"You"** means the actual person registering for and/or using a Data Graphs Account, whether as an Account Holder or on behalf of one.

**"We", "us", "our" and "Data Language"** refer to Data Language (UK) Limited, a company registered in England & Wales (registered number 09034780) at Riverbridge House, Guildford Road, Fetcham, Leatherhead, Surrey, England KT22 9AD.

## 2. CREATING AND USING A DATA GRAPHS ACCOUNT

- A. Use of the Data Graphs Service requires a Data Graphs Account.
- B. We will ask you to provide details of the new Account Holder and to confirm that you are authorized to create a new account on their behalf. You agree to provide us with full, accurate, and truthful information as we require during the sign-up process and for so long as the new Data Graphs Account remains active. Any data that you provide to us is dealt with in accordance with our [privacy policy](https://datagraphs.com/privacy) (<https://datagraphs.com/privacy>). You will be sent an email asking you to confirm the email address provided, but this does not constitute the creation of the new Data Graphs Account.
- C. If we accept an application for a new Data Graphs Account, we will confirm this by email to the new Account Holder, at which point a legally binding contract consisting of the provided information, these terms of use and our [privacy policy](#) shall be formed between us and the

Account Holder (a "Contract"). The Contract is the entire agreement between you, us, and the Account Holder and extinguishes and supersedes all prior understandings or agreements.

- D. You agree that anything you do using a Data Graphs Account is done on behalf of that account's Account Holder.
- E. We may disable a Data Graphs Account at any time if we suspect that the account is being used in a way that does not comply with the Contract, with no further liability to the Account Holder or you.
- F. If you need to correct any information about the Account Holder, you can do so by logging in, selecting the appropriate account from the 'Accounts' submenu, and selecting 'My Settings' where you will be able to make the changes.

### 3. LICENCE TO USE THE DATA GRAPHS SERVICE

If you are using an active Data Graphs Account, we grant you a non-transferable, non-exclusive license to use the Data Graphs Service on behalf of an Account Holder, subject to these terms of use.

### 4. YOU MUST:

- A. maintain the security and confidentiality of your Data Graphs Account, and if different, the security and confidentiality of any Data Graphs Accounts you have been invited to manage on behalf of another Account Holder,
- B. only use a Data Graphs Account if you are authorised to do so by its Account Holder,
- C. only use the Data Graphs Service on behalf of an Account Holder, and
- D. only upload data to the Data Graphs Service that you have the right or consent to use for such purposes.

### 5. YOU MUST NOT:

- A. use the Data Graphs Service for any unlawful purpose, or in any manner inconsistent with these terms or the law, or act fraudulently or maliciously when using them,
- B. copy the Data Graphs Service (except through its intended use),
- C. do anything that could reasonably be expected to damage, disable, overburden, compromise, or materially impair systems or security, or that of the Data Graphs Service generally, or do anything that might interfere with another person's use of the Data Graphs Service,
- D. translate, merge, adapt, vary, alter, or modify the whole or part of any of the Data Graphs Service, or permit any part of them to be combined with or become incorporated in any other software or programs, except as necessary to use the Data Graphs Service on devices and as permitted by us,

- E. rely on the Data Graphs Service being free from errors or bugs, or being available at all times,
- F. knowingly introduce viruses, malware, or other material that is malicious or technologically harmful to the Data Graphs Service, or that may harm our business or the business of other parties using the Data Graphs Service, or
- G. not infringe our intellectual property rights or those of any third party through your use of a Data Graphs Account, or question or dispute our ownership of the intellectual property rights in and to the Data Graphs Service.

## 6. SERVICE ACCESS FEES AND PAYMENT TERMS.

- A. Each account will be of a designated type, with the price the Account Holder pays determined by that type.
- B. The Account Holder agrees to pay the agreed subscription price, in the agreed currency, plus any applicable sales or other taxes (including but not limited to VAT) for access to the Data Graphs Service.
- C. We will notify Account Holders of any changes to our fees before they come into effect, giving you the option to decide whether or not you would like to continue using the Data Graphs Service.
- D. You must ensure that we hold complete, accurate, and up-to-date billing data and contact information for the Account Holder for the duration of the agreed subscription period.
- E. You acknowledge that we do not store payment data and that all card payments are collected and processed by third-party card processors. The Account Holder authorizes us to send instructions to the financial institution that issued the card to take payments from the provided card account in accordance with these terms of use.
- F. We are under no obligation to provide access to the Data Graphs Service if the subscription fee (plus applicable taxes) or any other charge that you have agreed to pay us (including charges relating to any add-ons or other additional paid features that we may make available as one of the Data Graphs Service) are not paid on time.
- G. If subscription fees or other agreed charges become overdue, we reserve the right to suspend access to the Data Graphs Service until any outstanding amounts are paid or close the Account Holder's account permanently. If subscription fees or other agreed charges become overdue, we reserve the right to suspend access to the Data Graphs Service until any outstanding amounts are paid or close the Account Holder's account permanently. If you wish to use the Data Graphs Service for multiple Account Holders, you will need to create a Data Graphs Account for each Account Holder and pay a separate subscription fee for each Data Graphs Account.

## 7. DATA AND INTELLECTUAL PROPERTY OWNERSHIP

- A. The Account Holder is responsible for the accuracy and reliability of any data entered or uploaded by you when using the Data Graphs Service ("your data"). The Account Holder retains ownership of any copyright, trademarks, database rights, and other intellectual property rights in your data. We reserve the right to disclose your data to law enforcement officials in the investigation of fraud or other allegedly unlawful activities. In all other circumstances, we will only use your data in order to provide you with the Data Graphs Service.
- B. All copyright, database rights, trademarks, and other intellectual property rights in the Data Graphs Service are either owned by us or licensed to us and nothing in these terms of use shall transfer any ownership rights to you or to the Account Holder. You may not modify the Data Graphs Service, but if you do so (without our prior written consent), you agree that we shall own all the intellectual property rights in any modifications to the Data Graphs Service, and you automatically assign absolutely with full title guarantee all such intellectual property rights to us.
- C. All copyright, database rights, trademarks, and other intellectual property rights in any third-party data sources or services used in or as part of the Data Graphs Service are the intellectual property of the relevant third party.

## 8. TERMINATING THE CONTRACT.

- A. The Contract between the Account Holder will remain in full force and effect for so long as you continue to access or use the Data Graphs Service on behalf of an Account Holder, or until it is terminated by you or us for any reason set out in these terms of use.
- B. You can close an Account Holder's Data Graphs Account at any time by logging into the Data Graphs Service and selecting 'Cancel My Account' from the 'Account' submenu. No further subscription fees will be billed for the following month. No refunds will be given for any subscription fees already paid.
- C. You acknowledge that all data related to a Data Graphs Account will be irretrievably deleted once the account is closed.
- D. If you (or any other person using a Data Graphs Account) fails to comply with these terms of use, or if payment of the subscription fee is not paid on time, we may close or suspend the Account Holder's Data Graphs Account.
- E. If we remove access to a Data Graphs Account and/or the Data Graphs Service because we (in our sole discretion) believe that these terms of use have been breached, no refund will be payable by us.
- F. We reserve the right to close any Data Graphs Account immediately for the reasons given above or for any reason by giving the Account Holder one month's notice.

## 9. DISCLAIMER

- A. We do not guarantee that the Data Graphs Service will be suitable for your intended use or that it will be an error or bug-free, timely, reliable, entirely secure, virus-free ,or available, especially given that we are reliant on the Internet and you are reliant on your own devices to access the Data Graphs Service. Despite this, we will try to keep any disruptions to a minimum, but you and the Account Holder acknowledge that we may suspend the Data Graphs Service from time to time to carry out maintenance and support work and/or to investigate its unauthorized use.
- B. You and the Account Holder acknowledge that you are using the Data Graphs Service entirely at your own risk. We do not restrict our liability (if any) for personal injury or death resulting from our negligence, for any fraud committed by us, or for any matter which it would be illegal to limit or attempt to restrict our liability. We exclude all other liability and responsibility for any amount or kind of loss or damage arising in connection with your use of the Data Graphs Service (even if we have been advised of the possibility), including the following losses (whether direct or indirect): loss of profit, loss of anticipated savings, loss of sales or business, loss of or damage to goodwill, loss of use or corruption of software, data or information, and any indirect or consequential loss.
- C. Where we are not legally entitled to exclude our liability, our total liability for any loss or damage relating to your use of the Data Graphs Service shall not exceed the total aggregate amount equal to the subscription fees which the Account Holder (or any person making payments on their behalf) has paid to us in the previous month.
- D. If you use a Data Graphs Account to access the Data Graphs Service, the Account Holder shall be held liable for any reasonable costs, losses, and expenses incurred by us as a result of the breach of these terms of use by you. Otherwise, you shall be held personally liable for any reasonable costs and expenses incurred by us as a result of a breach of these terms of use.

## 10. GENERAL

- A. In order to use certain features of the Data Graphs Service that may rely on external data sources or embedded third-party services, you may be required to accept the terms and conditions of the relevant third-party provider. Such independent data sources and platforms are not under our control, and we are not responsible for and have not checked and approved their content or privacy policies (if any). You should make your own independent judgments about whether to use such data sources, services, or sites. You acknowledge that any breach by you of any third party's terms or policies shall be deemed to be a breach of these terms of use.
- B. We may alter these terms of use from time to time. If we need to make changes to the terms of use following the establishment of a Contract, we shall notify the Account Holder at least 30 days prior to any such changes coming into effect in order for you to determine whether

you wish to continue using the Data Graphs Service. Please ensure that you review any such proposed changes, as you and the Account Holder each acknowledge that your continued use of the Data Graphs Service shall constitute acceptance of such changes to the Contract.

- C. We are entitled to transfer our rights and/or obligations under a Contract to another party. Neither you nor the Account Holder may transfer any of your rights or their obligations under these terms of use without our written consent.
- D. If either you or we ignore any breach of these terms, that does not mean further breaches cannot be enforced. Likewise, if any of these terms of use or any other element of a Contract is deemed invalid or unenforceable, it will be deemed replaced with a provision which (so far as is possible) achieves the same purpose as the original provision, and the remainder of the Contract shall remain binding.
- E. When interpreting these terms of use or a Contract:
  - a. the plural includes the singular and vice versa,
  - b. headings are only for convenience and do not affect the construction or interpretation of these terms of use, the Data Graphs Service or a Contract,
  - c. references to 'writing' or 'written' includes by email, and
  - d. any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- F. These terms of use and each Contract shall be governed by the law of England and Wales. If any party wishes to take court proceedings in relation to the Data Graphs Service, it shall do so in the courts of England and Wales. You acknowledge that you are responsible for compliance with any other applicable laws in the country from which you use and/or access the Data Graphs Service.