

# CLEARGLASS

## TERMS OF SERVICE

### **What is ClearGlass?**

Welcome to ClearGlass! ClearGlass Analytics Ltd. (“ClearGlass”/“we”/“our”/“us”) is a technology services company which offers: Asset Managers (as defined below) a simple and intuitive way to share critical cost and performance information with their clients; and Users (as defined below) of the ClearGlass Platform (as defined below) take data centric, informed, and incisive investment decisions using ClearGlass’ cutting-edge solutions in relation to automation, analytics, aggregation, benchmarking, and visualisation.

### **What is this Document?**

This document specifies the terms and conditions (“Terms” or “Terms of Use”) upon which ClearGlass offers its services to any party that may use the ClearGlass Platform or avails the ClearGlass Service Offerings (as defined below) (“you”/“your”). These terms constitute a binding legal document. In the event that you do not accept any part of these Terms, you may not use, access, or continue to access any ClearGlass service, system, or platform. These Terms govern various aspects of ClearGlass’ relationship with you including:

- Eligibility to use the ClearGlass platform and receive other ClearGlass services (collectively “ClearGlass Service Offerings”);
- What constitutes a misuse of ClearGlass Service Offerings;
- Data collection and rights of Users (as defined below);
- Intellectual property rights.;
- Limitations and exclusions of ClearGlass’ liability;
- Termination and severability;
- Dispute resolution and governing law; and
- Other miscellaneous provisions.

Issues relating to privacy and personal data are dealt with by the ClearGlass Privacy Policy. In the event of any conflict between these Terms and the terms of the ClearGlass Privacy Policy, the latter shall prevail.

Please note that in addition to these Terms, you may be asked to execute a Service Agreement with ClearGlass (“Service Agreement”). In the case of any conflict between these Terms and the Service Agreement, the terms of the Service Agreement shall prevail.

### **1. Language used in these Terms.**

For the purposes of these Terms, the following definitions will apply. In case of any doubt or dispute in relation to the scope of any of the following terms, ClearGlass’ interpretation will be final.

“Asset Manager” means any Person appointed as a fund manager by an Asset Owner;

“Asset Owner” means any Person who is the legal and registered owner of the assets, under the relevant law applicable to such Person, for which the Asset Owner seeks to avail services under these Terms; “Charges” means all amounts payable for the provision of the ClearGlass Service Offerings (as set out in the Service Agreement (if any)) and any other charges payable pursuant to these Terms or the Service Agreement (if any); “Consultant” means a Person that operates as an investment consultant and inter alia advises Asset Owners on funds that it may invest into; “ClearGlass Platform” means the online website/portal/platform through which Asset Managers or Users provide data (including Uploaded Data) to ClearGlass; “ClearGlass Service Offerings” includes the ClearGlass Platform, ClearGlass Services, and any other services, whether for consideration or not, provided by ClearGlass to Users; “ClearGlass Services” includes services provided by ClearGlass for purposes of collection of the relevant costs and charges data using industry approved frameworks and the provision to Users and, all current and future services provided by ClearGlass to Users in respect of, or concerning, Uploaded Data including format validation, analytics, automation, processing, benchmarking, customer support, visualisation, etc. “ClearGlass” means ClearGlass Analytics Ltd. and includes any subsidiaries, affiliates, and assignees; “Deliverables” means any and all analysis, data, information, reports in any format which is produced by ClearGlass as a result of the provision of the ClearGlass Service Offerings; “Derivative Data” includes all data, information, or content, in any form whatsoever, generated by ClearGlass from the analysis, aggregation, and processing of Uploaded Data. For the avoidance of doubt, it is clarified that “Derivative Data” will include aggregated and other versions/forms of the Uploaded Data used by ClearGlass to train its algorithms but will not include data which identifies or is traceable to any identifiable organisation or individual; “Parties” or “Party” refers to both you and ClearGlass; or either you or ClearGlass respectively; “Person” means (as the case may be) an individual, a corporation, partnership, limited liability company, association, trust, unincorporated organisation, or other legal entity or organisation, or a government body; “Privacy Policy” means the privacy policy of ClearGlass available at <https://clearglass.com/privacypolicy/>; “Uploaded Data” refers to and includes all information, content, and data, in any form whatsoever, provided to ClearGlass. This includes, but is not restricted to, financial data, and information relating to costs, performance, and assets. It is clarified that “Uploaded Data” shall include data pertaining to the Asset Manager as well as the concerned Users. It may include: **(a)** information about the pension fund(s) you either own or manage; **(b)** Data required by the

industry standard data templates; **(c)** Information on the mandates/funds in your portfolio; and **(d)** data from your usage of the ClearGlass Platform; “Users” means **(i)** such Persons who avail ClearGlass Service Offerings under these Terms including Asset Owners; or **(ii)** Consultants who access the ClearGlass Platform on behalf of Asset Owners.

## **2. Who May Use ClearGlass? (“Eligibility”) Primary Entities**

**2.1.** In order to be eligible to sign-up to, access, or use ClearGlass Service Offerings, you must be classified as a User, as defined above. If you do not fall within any of these categories, you may not sign-up to or – in any manner – access or use ClearGlass Service Offerings.

**2.2.** Eligibility as a User is required to be maintained at all times during which you avail or access ClearGlass Service Offerings. If, at any point, you cease to be an entity eligible to access ClearGlass Service Offerings, you must immediately inform us and discontinue such access or use. In such a circumstance, you must also ensure that no agent or representative of yours continues to access or use ClearGlass Service Offerings.

**2.3.** Representatives. We understand that an individual, employee, or representative may sign up to ClearGlass or access ClearGlass Service Offerings on your behalf. In such cases, it is your duty to ensure that such individual, employee, or other representative has been appointed by you to act on your behalf, is authorised to access ClearGlass Service Offerings, to provide all requested data/information to ClearGlass, to adhere to the Terms, and to enter into commercial transactions and make purchases on your behalf.

## **3. On What Terms Does ClearGlass Collect Data?**

**3.1.** This section governs the terms on which ClearGlass uses data, information, or content (of whatever nature and in whatsoever form) provided to it in relation to the availing of ClearGlass Service Offerings. This section does not apply to personal data which is dealt with under the terms of the ClearGlass Privacy Policy. In case of any conflict of these Terms with the Privacy Policy which concerns personal data, the terms of the latter will govern.

**3.2.** ClearGlass collects data on the basis of your clear and unambiguous consent. Further, we will use the information we collect (such as Uploaded Data) only for the following purposes:

**(a)** Providing and improving ClearGlass Service Offerings, including:

**(i)** summarising the data according to the standard framework by mandate/product and across mandates for a particular User; **(ii)** providing basic reporting to Users; **(iii)** creating algorithms to ‘Sense Check’ and create tolerances to provide better reports; and **(iv)** working with benchmarking experts within the industry to create a comparative analysis.

**(b)** Promoting the safety, integrity, and security of the ClearGlass Service Offerings; and **(c)** Undertaking research and to innovate for the advancement of the industry and generating Derivative Data.

**3.3. ClearGlass will never:** **(a)** Release any sensitive information that may be attributed to any individual User or Asset Manager; **(b)** Reveal the identity of another individual User or Asset Managers in its collectivised data/benchmark reports; **(c)** Create collectivised reports which are traceable to individuals or organisations; or **(d)** Sell any Uploaded Data to a third party.

**3.4.** However, we may share Uploaded Data or other information received from you with: **(a)** third party applications, websites, and other platforms in connection with the provision of ClearGlass Service Offerings; **(b)** prospective purchasers of ClearGlass if we are selling or transferring part or all of our business; and **(c)** trusted third parties we work with for the purpose of providing our services. In all cases, we will ensure that the entities we work with implement and maintain standards relating to information security and confidentiality equivalent to those implemented under these Terms.

**3.5.** The following provisions govern your warranties, representations, and permissions in relation to Uploaded Data and any other information we may collect from you. By signing up to, using, or accessing ClearGlass Service Offerings you agree and acknowledge as follows: **(a)** you authorise ClearGlass to request and collect data pertaining to you and your assets, investments, and accounts from the relevant persons including your Asset Managers; **(b)** you authorise ClearGlass to disclose data pertaining to you and your assets and investments to your representatives; **(c)** you are permitted to share the Deliverables with **(i)** in the case of a Consultant and Asset Manager, their client (i.e., relevant asset owner) for whom you have sought the ClearGlass Service Offerings, **(ii)** in any other case, anyone with the express and clear permission of ClearGlass; **(d)** By default, we will request and seek to collect all data that may be held by an Asset Manager that pertains to you and your assets, investments, and accounts. In the event you would like certain information to not be requested by ClearGlass, please let us know in advance in writing; **(e)** You represent that you are authorised to share data as contemplated under these Terms and the Service Agreement (if any) and have obtained all consents and licences necessary in this regard; **(f)** You agree to make all reasonable efforts to ensure that the data you will provide (either directly or through an Asset Manager or other representative) is complete, accurate, and free of any errors and omissions; **(g)** You permit us to access your ClearGlass account, any data you upload to the same, and to contact you over email/telephone in connection with any matter arising from your use of the ClearGlass Service Offerings; **(h)** You are responsible for ensuring that all persons who access ClearGlass Service Offerings on your behalf are aware and agree to these Terms and the Service Agreement (if any) and that they comply with them at all times. You shall remain liable for any breach of these Terms and the Service Agreement (if any) by any such person. **(i)** If you are a Consultant / third-party service provider: You warrant and represent that you are fully authorised to access and use ClearGlass Service Offerings (as applicable) and that you are authorised on behalf of your clients to share data, to enter into commercial transactions with ClearGlass and to do all things and to authorise ClearGlass to do all things that may be contemplated or necessary under these Terms and the Service Agreement (if any).

#### **4. Information Security Measures**

**4.1.** ClearGlass firmly believes in taking all reasonable measures and implementing industry-level measures to ensure that information is collected, processed, and stored securely. Our policy on Information Security Measures can be found at <https://clearglass.com/security>.

**4.2.** You represent that you have satisfied yourselves with the information security measures that ClearGlass has in place on the date of execution of these Terms and the Service Agreement (if any), either by way of the information provided herein and raising reasonable queries (if any) with ClearGlass.

**4.3.** In addition, where ClearGlass uses the services of third-party service providers or partners, we will take all reasonable efforts to ensure that these providers also provide a similar level of information security.

#### **5. Confidentiality**

**5.1.** Each Party acknowledges that, by reason of these Terms and the provision of ClearGlass Service Offerings, it may have access to certain information and materials concerning the other Party's business plans, finances, investments, customers, technology, and products that are confidential and of substantial value to such Party, which value would be impaired if such information were disclosed to third parties or used for purposes other than as expressly permitted by these Terms (referred to as "Confidential Information"). Each Party agrees to maintain any and all Confidential Information received from the other ("Receiving Party"), in confidence, and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Party disclosing such information ("Disclosing Party").

**5.2.** Confidential Information shall be deemed to include (i) information marked confidential, if conveyed in writing, and (ii) information identified verbally as confidential, if conveyed verbally.

**5.3.** The obligations of confidentiality set out in Clause 5.1 of these Terms shall not apply to any information that the Receiving Party can show by written records: (a) was known to the Receiving Party before the information was imparted by the Disclosing Party, or (b) is in or subsequently comes into the public domain (through no fault on the Receiving Party's part); or (c) is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; or (d) is developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of, the information imparted by the Disclosing Party.

**5.4.** You undertake to permit access to the Confidential Information only to those of your directors, partners, employees, and other persons mentioned in Clause 5.4 (a)-(c) of these Terms on a need-to-know basis in furtherance of these Terms and any Service Agreement that may be entered between the Parties, and on the condition that such persons shall have: (a) entered into legally binding confidentiality obligations to you on terms equivalent to those set out in these Terms (and such obligations extend to the Confidential Information); (b) been informed of our interest in the Confidential Information and the terms of these Terms; and (c) been instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of these Terms.

**5.5.** Nothing contained in these Terms shall prevent either of the Parties from disclosing any information, including Confidential Information, in response to a valid court, government, or regulatory order. When in receipt of such an order, each Party shall, unless expressly prohibited, intimate the other of its receipt of such a request and its stated course of action.

#### **6. Liability of ClearGlass**

**6.1.** ClearGlass is an intermediary platform which operates on the basis of correct and complete data (Uploaded Data) being provided to it. As such, we exclude (and where exclusion is not permitted, limit) our liability for any damages, losses, or penalties arising from inaccurate or erroneous data supplied to us.

**6.2.** To the extent permitted by law, we exclude all such warranties that may be implied in law. 6.3. ClearGlass Service Offerings are made

available by us at our sole discretion on an "AS IS" and "AS AVAILABLE" basis. ClearGlass will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) the unavailability, for any reason, of ClearGlass Service Offerings;

(b) errors, inaccuracies, or mistakes in Uploaded Data provided to ClearGlass;

**6.4.** Neither party to these terms and the Service Agreement (if any) shall be liable to the other for indirect, special, exemplary damages or consequential loss or damage.

**6.5.** ClearGlass excludes all liability for the ClearGlass service offerings to the extent permitted under law. where exclusion is not permissible, our total liability to you shall not exceed the value of services we have provided to you subject to a maximum of one (1) year of service.

**6.6.** You will indemnify and hold harmless ClearGlass and any of its employees, directors, consultants, and agents from and against any and all third-party claims related to (a) the use of the Uploaded Data, (b) the supply of and reliance placed on Deliverables and the information contained therein by your clients and any other third party to whom you supplied, either with or without our and your knowledge, the said Deliverables and information contained therein, (c) combining any of part of the ClearGlass Service Offerings with any software, data, products or technologies of any kind not supplied by ClearGlass (d) modification of the ClearGlass Service

Offerings other than by ClearGlass, **(e)** use of the ClearGlass Service Offerings in a manner contrary to the reasonable instructions given to you by ClearGlass, or **(f)** your breach of these Terms and Service Agreement (if any).

**6.7.** You shall indemnify us and keep us harmless against any liabilities, losses, expenses, and other costs we may reasonably incur in connection with any third-party claims (whether in contract, tort (including negligence) or otherwise) arising out of or in connection with the provision of the Deliverables to you or further disclosure of the Deliverables, or contents thereof, by you to the third parties.

**6.8.** You acknowledge, agree, and accept that the ClearGlass Service Offerings may include services and information owned by or licensed to third parties and that such third parties make no representations or warranty of any kind to you, either express or implied, with respect to the service, the results to be obtained by the use therefor or any other matter.

**6.9.** In case ClearGlass avails the services of any third parties (including their affiliates, agents, sub-contractors, or employees) in order to provide the ClearGlass Service Offerings as contemplated under these Terms or a Service Agreement (if any), you agree and accept that such third parties (including their affiliates, agents, sub-contractors or employees) do not have any duty of care to you or owe any liability to you for any loss or damage (whether direct, indirect, incidental, special, punitive or consequential, including without limitation, loss of use, loss of profits or revenues or other economic loss) arising out of or in connection the ClearGlass Service Offerings howsoever arising, including for breach of contract, tort (including negligence), misrepresentation, misstatement, breach of statutory duty or otherwise in respect of this report.

**6.10.** As stated above, you acknowledge that ClearGlass produces Deliverables on the basis of the Uploaded Data provided by you, your employees, directors, contractors, advisors, affiliates, among others. Hence, we may add a disclaimer(s) to avoid any liability from any third party with whom you might share Deliverables. Therefore, you agree to not remove or make any disclaimer added by ClearGlass to the Deliverables less prominent or visible in any way. On a reasonable request made by ClearGlass, you further agree to add or modify any disclaimer provided on the Deliverables. You shall undertake reasonable efforts to bring the said third party's attention to any disclaimer mentioned in the Deliverable.

## **7. Disclaimer**

**7.1.** You acknowledge that:

**(a)** it is your sole responsibility to determine whether the ClearGlass Services Offerings, and any results of the ClearGlass Services Offerings, are sufficient for, and operationally ready to, meet the needs of its business or to be used for any specific business purpose, and neither ClearGlass

nor any of its affiliates, employees or agents accept any liability for any use to which you put the ClearGlass Services Offerings;

**(b)** you are responsible for your own software and Uploaded Data, including validation, error correction, maintenance, back up and reconstruction;

**(c)** You are responsible for acquiring and maintaining all licences and permissions necessary in respect of any third party software it may use in connection with the ClearGlass Services Offerings, unless the same is being provided as a part of ClearGlass Services Offerings by ClearGlass.

**(d)** ClearGlass does not accept any responsibility or liability for enabling you to link to any site on the Internet, or the contents of any other site, whether one from which you may have been linked to, or which you may link from, using the Services;

**(e)** You are responsible for your input to the ClearGlass Services Offerings and for any use that you or your customers make of such input, and that ClearGlass has no responsibility for such input or its use; and

**(f)** You are responsible for reviewing and ensuring the suitability and accuracy of any outputs (including any decisions, documents, or data) you prepare or otherwise obtain as a result of using the ClearGlass Services Offerings.

## **8. Payment Terms**

**8.1.** You shall pay ClearGlass the Charges, without any set-off, deduction, or counterclaim, at the rates and according to the dates and timetables for payment set out in the Service Agreement (if any) or elsewhere in these Terms. The Charges may be varied by ClearGlass from time to time on thirty (30) days' written notice at any time. Such variations will take effect on any anniversary of the commencement date of these Terms, and if the Parties have executed a Service Agreement, the anniversary of the date of execution of such Service Agreement shall be taken into consideration of such variation.

**8.2.** ClearGlass shall be entitled to charge you for any expenses reasonably incurred in connection with the ClearGlass Service Offerings including travelling expenses and accommodation, where such expenses are agreed in writing by you.

**8.3.** Except as expressly set out to the contrary in these Terms, all payment obligations are non cancellable and all payments made are non refundable.

**8.4.** All Charges and expenses are exclusive of value added tax and any similar taxes, which will be applied in accordance with the prevailing legislation in force at the tax point date.

**8.5.** If any amount properly payable by you remains unpaid for a period of seven (7) days or more after the relevant invoice date, then such amount will be considered overdue and remain payable by you, together with interest for late payment from the date payable at the statutory rate applicable as well after as before any judgement, and independent of such judgement. This interest will accrue on a daily basis and be payable on demand.

**8.6.** Notwithstanding the above provision for late payment, in the event that (a) any Charges (other than those being disputed in good faith) remain unpaid for a period of seven (7) days or more after the relevant invoice date (b) ClearGlass has notified you in writing that such amount remains outstanding and (c) the relevant amount remains outstanding fourteen (14) days after receipt of such notice, ClearGlass may at its option, and without prejudice to any other rights or remedies, terminate or temporarily suspend

these Terms and/or Service Agreement (if any). If ClearGlass becomes entitled to terminate these Terms or any Service Agreement for any reason, any sums then due to ClearGlass will immediately become payable in full.

## **9. Force Majeure**

You agree and acknowledge that:

- (a) We are not liable for any failure to perform any aspect of these Terms and the Service Agreement (if any) that may be entered between the Parties, or provide ClearGlass Service Offerings on account of an event that is beyond our control including, but not limited to, pandemics, natural disasters or calamities (acts of god), terrorism, cyber attack, war, civil unrest, or any other natural or manmade occurrence which could not have been reasonably foreseen.
- (b) If we are affected by such an event or occurrence, we shall take reasonable steps to inform you of the same.

## **10. Intellectual Property Rights**

**10.1.** Unless specifically provided for otherwise, the ClearGlass Platform and Deliverables are our proprietary property and all information, customizations, source code, algorithms, databases, functionality, software, website designs, audio, video, text, photographs, and graphics therein (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or have been licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions.

**10.2.** If you are provided with any Deliverables, you are granted a perpetual, irrevocable, non exclusive, not for resale, worldwide, royalty free, fully paid-up license to use, make, execute, reproduce, display, prepare derivative works based upon, and distribute (internally) copies of the Deliverables. You are prohibited from reverse engineering, sub-licensing the intellectual property embedded in the Deliverables or selling copies of the Deliverables in any form to any other party.

**10.3.** Other than as permitted under these Terms or in a Service Agreement (if any), you may not use our name, logo, style, or other intellectual property (whether received as part of the ClearGlass Service Offerings or otherwise) without our prior written consent.

**10.4.** All copyright, trademarks, and all other intellectual property rights accruing or attributable to ClearGlass and its entire content, data and information are either owned by or licensed to us or otherwise used by us as permitted by the owner(s) thereof. Nothing in these Terms and the Service Agreement (if any) shall be construed to confer any grant to, or licence of, any of such intellectual property rights.

**10.5.** Licences: For the duration of these Terms and the Service Agreement (if any), you grant us a worldwide, irrevocable, non-exclusive, royalty free, transferable licence to use, edit, alter, reproduce, publish, distribute, prepare derivative works of, display, and make available the Uploaded Data, including in connection with ClearGlass and for the purposes of providing the ClearGlass Service Offerings. You further grant us the full power to sub-license these rights to any third party to the extent required to provide the ClearGlass Service Offerings.

**10.6.** You further acknowledge and agree that all Derivative Data generated by ClearGlass and its algorithms from the processing of Uploaded Data will accrue to and be owned by ClearGlass. In this regard, you hereby assign to ClearGlass your rights in relation to such data. Further, you expressly acknowledge that this provision (insofar as it pertains to Derivative Data) will survive the termination of these Terms and the Service Agreement (if any) or the relationship between the Parties.

### **Why give us the licence above?**

We need a licence to the Uploaded Data in order to perform our obligations under the Terms and Service Agreement. As the Uploaded Data might be protected by certain protections under the applicable intellectual property laws (such as copyright), it is necessary for us to obtain a licence to use, edit, alter etc. the said data. In order to provide you with the final product, we also engage certain reputed contractors with whom we might have to share such Uploaded Data. These third parties are bound by strict terms of confidentiality that are at least as stringent as these terms (please see Clause 5 of these Terms). For such purposes, it is important for us to have a licence to reproduce and distribute the Uploaded Data. Without such a licence, it would not be possible to provide you with the quality of work that you expect from us.

## **11. Misuse of ClearGlass Service Offerings**

**11.1.** If we detect any acts of misuse of the ClearGlass Service Offerings, we are entitled to suspend or terminate your access to ClearGlass Service Offerings without notice.

**11.2.** Further, we retain all rights to resort to other legal remedies that may be available to us under applicable law. Indicatively, the following actions will constitute misuse:

- (a) In any way scraping, accessing, or extracting any data from ClearGlass Service Offerings in a manner not authorised under these Terms and the Service Agreement (if any) or without prior permission of ClearGlass;
- (b) In any way affecting or degrading the availability or quality of the ClearGlass Service Offerings;
- (c) Introducing any harmful or malicious software, scripts, or other code onto ClearGlass Service Offerings or ClearGlass systems;
- (d) Publication of any information/data relating to your use of ClearGlass without prior authorisations;
- (e) Any acts or omissions which affect the legal rights of any individual or organisation including but not limited to confidentiality, privacy, data protection, and reputational.

- (f) Any infringement of the intellectual property rights of ClearGlass or any other individual or organisation;
- (g) Any other breach of these Terms and the Service Agreement (if any).

## **12. Termination**

**12.1.** Subject to governing the survival of certain provisions of these Terms and the provisions of the Service Agreement (if any), you may terminate these Terms and your receipt of ClearGlass Service Offerings at any point upon making a suitable request in writing.

**12.2.** In the event of any breach of the Terms, ClearGlass shall have the discretion to terminate your account or services provided to you without notice.

**12.3.** Subject to the provisions governing misuse of ClearGlass Service Offerings, ClearGlass may terminate these Terms and the provision of its Service Offerings to you by providing reasonable notice in writing to your designated contact email provided at the time of registration.

**12.4.** Upon termination, you shall cease to access or use the ClearGlass Service Offerings. However, termination of these Terms and the Service Agreement (if any) shall not affect any of the rights, remedies, obligations, or liabilities of us or you that have accrued up to the date of termination, nor the licence granted to us in the Uploaded Content and our rights to the Derivative Data.

**12.5.** Upon termination of these Terms and the Service Agreement (if any), you have the right to request return and deletion of Uploaded Data you may have provided to ClearGlass in relation to your availing of the ClearGlass Service Offerings. However, the exercise of your right under this provision will be without prejudice to our rights to retain and use Derivative Data in the manner set out above.

**12.6.** Refund. In the event you are availing of paid services from ClearGlass, you waive all rights to receive a partial or full refund to any amounts you may have paid in advance to ClearGlass.

## **13. Non-Solicitation**

Neither Party shall, during the subsistence of these Terms and for six months afterwards, without the other Party's prior written agreement, directly or indirectly, solicit or offer employment or engagement (other than by means of an advertising campaign open to all corners and not specifically targeted at another relevant person) to any of the other Party's personnel.

## **14. Disputes Resolution:**

**14.1.** We have provided clear language in these Terms in good faith and/or in order to avoid any disputes arising. If however, you have a question or concern, please email us at [support@clearglass.com](mailto:support@clearglass.com);

**14.2.** In the event, we cannot address your issue within thirty (30) days of receipt of your email, any dispute arising out of or relating to ClearGlass Service Offerings or these Terms or the Service Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Dispute") shall be dealt with in the following manner:

## **15. Governing Law**

These Terms, the Service Agreement (if any) and any non-contractual obligations arising out of or in connection with these Terms, shall be governed by and construed in accordance with the laws of England & Wales. To the extent relevant, the laws of England & Wales shall also apply to the dispute resolution procedures set out above.

## **16. Miscellaneous**

### **16.1. Exclusion of Third-Party Rights**

Unless expressly provided in these Terms or the Service Agreement (if any), no term of these Terms or the Service Agreement (if any) is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### **16.2. Entire Agreement**

These Terms together with the Service Agreement (if any) constitute the entire agreement of the parties relating to the subject matter addressed herein. These Terms and the Service Agreement (if any) supersede all prior communications, contracts, or agreements between ClearGlass and you with respect to the subject matter addressed in this document, whether oral or written. Please note, however, that where any non-disclosure agreement is entered into by ClearGlass with an Asset Manager in respect of ClearGlass Service offerings, the terms of such non-disclosure agreement will prevail over these Terms and the Service Agreement (if any) where any overlap or conflict arises. To the extent that no overlap or conflict arises with such agreement, these Terms and the Service Agreement (if any) will continue to be operative.

### **16.3. Survival**

All clauses that are intended to survive termination including indemnities, governing law, dispute resolution, non-solicitation, misuse of ClearGlass Service Offerings, licences, and confidentiality obligations made by and within these Terms shall survive termination of the relationship between the Parties.

### **16.4. Waivers**

A waiver of any right or remedy under the Terms or a Service Agreement (if any) executed between the Parties by applicable law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Terms or a Service Agreement (if any) or by applicable law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No

single or partial exercise of any right or remedy provided under the Terms or a Service Agreement (if any) or by applicable law shall prevent or restrict the further exercise of that or any other right or remedy.

**16.5.** Amendments to these Terms and Service Agreement ClearGlass is committed to ensuring transparency in the provision of its Service Offerings. At the same time, ClearGlass – in its sole discretion – may amend, modify, or revoke these Terms. We will communicate changes in these Terms to you, however, it is also your responsibility to ensure that you monitor this document for changes. It is hereby clarified that this clause does not empower ClearGlass to unilaterally amend any Service Agreement that may be entered between the Parties. No variation of the Service Agreement (if any) shall be effective unless it is in writing and signed by the Parties (or their authorized representatives). The Parties agree that that the Parties may enter into one or more written addendums from time to time to supplement, modify, or alter the terms of any Service Agreement executed between them.

**16.6. Severability**

If any provision of these Terms or the Service Agreement (if any) is found to be invalid under or violate any statute, regulation, rule, order, or decree of any governmental authority, court, agency, or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of these Terms and the Service Agreement (if any), and such invalid provision shall be deemed deleted here from to the minimum extent necessary to cure such violation. Further, the User and ClearGlass may negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.