

## Terms of Use

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING POMANDA

#### DEFINITIONS

'Person' includes a natural person, corporate or unincorporated body and their personal representatives, successors and permitted assignees or assignors.

'Pomanda' means the website [www.Pomanda.com](http://www.Pomanda.com) and any applications and software we make available through it or otherwise on the internet or on mobile devices, any pages or accounts we operate on third party sites and any content we publish on third party sites.

'Services' means the online services we provide on Pomanda for information about companies, businesses and certain individuals.

'Terms' means these Terms of Use, our Privacy Policy, Acceptable Use Policy, Cookies Policy, Fair Usage Policy and any amendments or other terms and policies we introduce from time to time.

'We', 'us' or 'our' is a reference to Finfind Limited, which is a company in England and Wales under registration number 09681085 and registered address at WeWork, Waterhouse Square, 138 Holborn, London, EC1N 2SW. The company trades under the name of "Pomanda".

'You' or 'your' is a reference to you, any entity or business you work for or any person or entity who does work for you on your behalf (This extends to any subsidiary or holding company as defined under section 1159 of the Companies Act 2006, or subsidiary and parent undertaking as defined by 1162 of the Companies Act 2006).

Unless the context otherwise requires, words in the singular shall include plural and in the plural shall include the singular.

#### INTRODUCTION

We have developed Services which we shall provide through Pomanda for the purposes of delivering data and information about public and private companies, directors and industries in the United Kingdom. We supplement Companies House data with our own data to help you understand the size, profitability and performance of any company in the United Kingdom. .

Unless stated otherwise, you must purchase a subscription enjoy the Services we provide. To enjoy the full benefits of a subscription you will be required to provide us with our accepted method(s) of payment to pay the subscription fee, which may include making payment through a third party.

However, there will be parts of Pomanda which do not require an account or a subscription. We will determine the extent of anonymous and free usage from time to time.

You may purchase Credit Reports from us directly without an account and a subscription. You will need to provide us contact information and to make payment for the credit report of our fees by one of our accepted method(s) of payment, which may involve making payment through a third party.

#### Subscriptions

A subscription will entitle you to search on Pomanda and also entitle you to one free credit report every billing cycle ("subscription services"). Unused allowances for free credit reports will not be carried over to the next billing cycle. Further credit reports can be purchased at discounted prices (such discounts will be set by us from time to time). All searches and purchases shall at all times be subject to our fair usage policy.

Subscription services will continue until they are cancelled. Subscription services will be charged monthly and in advance on the agreed billing date. The billing date will be agreed and specified on your account at the time you

purchase a subscription.

You may give notice to cancel the subscription services at any time. Upon receiving notice of cancellation, you will continue to have access to the subscription services until the next billing date.

We may introduce additional subscription services from time to time, which we may offer to you as an additional purchase.

It is a pre-condition to your enjoyment of the subscription services that we receive payment on the payment due date. Without prejudice to any other rights, we reserve the right to revoke a subscription and to suspend your account if this condition is not met.

### **Credit Reports**

When you purchase a credit report from us in relation to a UK Company (with or without an account or subscription), you will be granted the right to access the report for use within the United Kingdom and for doing internal credit-checking, monitoring, compliance, data verification, enhancement and due diligence of third parties which are reasonably required for your business.

You must not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available, or use for the benefit, of others the information contained in the credit reports.

You must not use any credit reports of the information contained therein for the purpose of direct marketing or prospecting.

You must not alter, modify, adapt, reverse engineer, de-compile or otherwise interfere with the information obtained through credit reports.

In the event that any payment method is declined, or unsuccessful for any other reason, then you remain responsible. If fees are not paid on time then we reserve the right to suspend or withdraw the subscription services.

All of our services on Pomanda are provided on an “as is” is basis.

### **WHO WE ARE AND HOW TO CONTACT US**

Pomanda is owned and operated by Finfind Limited (“We”) which is a company that trades under the business name of Pomanda. Our registered address and number is WeWork, Waterhouse Square, 138 Holborn, EC1N 2SW.

To contact us, you may email us at: [theteam@pomanda.com](mailto:theteam@pomanda.com)

### **BY USING OUR PLATFORM YOU ACCEPT THESE TERMS**

By using Pomanda you confirm that you accept the Terms and that you agree to comply with them.

### **THESE TERMS WILL ALSO APPLY TO YOU**

In addition to these terms of use the following policies shall also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. This includes information on cookies used on our site. By using Pomanda, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Pomanda. When using Pomanda, you shall comply with this Acceptable Use Policy.
- Our Cookies Policy, which sets out the way in which we use Cookies on Pomanda. By using Pomanda you accept our Cookies Policy.

- Fair Usage Policy, which set out and determine normal usage from excessive usage. Excessive usage may require additional fees or a revised subscription.

If you want to engage and or be introduced to other users on Pomanda you will need to agree to additional terms and conditions with us which will provide for, among other things, additional fees which will be chargeable when you transact business with other users.

We may bring new and, or, additional terms or policies from time to time which will also apply.

### **WE MAY MAKE CHANGES TO THE TERMS**

We may amend the Terms from time to time and upload the latest version on Pomanda. We recommend you check the terms and conditions and policies as applicable on Pomanda.

### **WE MAY MAKE CHANGES TO POMANDA**

We may update and change Pomanda from time to time to reflect changes to any of our service(s), changes in the content available from our suppliers, our users' needs and our business priorities.

### **WE MAY SUSPEND OR WITHDRAW POMANDA**

We do not guarantee that Pomanda, or any content on it, will always be available or be uninterrupted (for example if we need to make changes to Pomanda). You agree that we may suspend or withdraw or restrict the availability of all or any part of Pomanda for business and operational reasons.

You are responsible for ensuring that all persons who access Pomanda through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **WE WILL PROVIDE SUPPORT**

In the event of any issues with access to the services caused by a fault on Pomanda, you shall contact Pomanda support desk for assistance.

### **WE ARE BASED IN ENGLAND & WALES**

We do not represent that the content available on or through our Pomanda is appropriate for use or available in locations other than England & Wales. When using Pomanda, it is your responsibility to ensure that your use of Pomanda complies with your local laws and regulations.

### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [theteam@pomanda.com](mailto:theteam@pomanda.com).

## **HOW YOU MAY USE MATERIAL ON POMANDA**

You acknowledge that we are the owners or the licensee of all intellectual property rights subsisting in the services provided by Pomanda. Use of the services do not entitle you to any database rights, rights in copyright, trademarks and or any other intellectual property right(s) (whether it be registrable or not). We shall grant a revocable, non-transferrable and non-sublicensable right to access Pomanda and use the services we make available to your account for internal business use only. You shall not resell, distribute or commercially exploit any content made available on Pomanda. The above license is not transferrable and not sub-licensable to anyone else.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way without our prior written consent, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Further you accept that:

- (i) You shall access content relating to Subscription Services via Pomanda only
- (ii) Not sell, transfer, license, distribute or commercially exploit our content or otherwise make available any content to a third party
- (iii) You shall not authorise unauthorised access and use of content on Pomanda by anyone
- (iv) You shall provide us with such assistance as we need to ensure compliance with these Terms
- (v) Comply with all laws and regulations applicable to these Terms and rights granted hereunder

Our status (and that of any identified contributors e.g. any of our named suppliers) as the authors of content on our site must always be acknowledged.

## **DO NOT RELY ON THE CONTENT ON POMANDA**

All the content provided on Pomanda including (but not limited to) information, data, words, all values of any kind and estimates are provided for general information and internal business use purposes only. We obtain our content from a number of different third party sources. We do not guarantee that the content is in anyway accurate, complete, true, reliable and or up to date. Any content that relates to company scores and or grading of any nature is for internal use and information purposes only and not to be relied on nor is it representative of or intended to be a credit score connected with a credit agency. Nor is any content provided by us intended to amount to advice of any nature for you to rely on. You accept that whenever you use Pomanda you shall carry out your own enquiries (independent of Pomanda and our suppliers) to ascertain the reliability, accuracy and correctness of information you find on Pomanda.

You accept that it is your responsibility to engage professional advice and representation for any purpose (including the making of investment(s) and or entering into any commercial transaction of any other kind). You accept that we are not your professional advisor and that we have not given you professional advice. We recommend that you obtain your own professional and specialist advice before taking, or refraining from, any action on the basis of any content available Pomanda.

You accept that we nor our suppliers accept any liability for content and shall not be liable to you for damages, liabilities, claims, actions or other expenses suffered or incurred as a result of the use or provision of content on Pomanda. Nothing herein shall seek to exclude or limit our liability for death or personal injury caused by our negligence, fraud or any other liability that cannot be lawfully excluded or limited.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where Pomanda contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We shall not be liable for any loss caused to you through such sites.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

As stated above, we do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

But if you are a business user, i.e. you use Pomanda for business, then:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - (i) use of, or inability to use, Pomanda; or
  - (ii) use of reliance on any content displayed on Pomanda
- In particular, we will not be liable for:
  - (i) loss of profits, sales, business or revenue;
  - (ii) business interruption;
  - (iii) loss of anticipated savings;
  - (iv) loss of business opportunity, goodwill or reputation; or
  - (v) any indirect or consequential loss or damage.
  
- Our liability for any valid claim shall be limited to a sum equal to the subscription fees you have paid to date.

If you are a consumer, i.e. you have used Pomanda for private use only, then:

- We provide Pomada for domestic and private use. You agree not to use Pomanda for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If Pomanda damages a device or digital content belonging to you and this is solely caused by our failure to use reasonable care and skill, we will repair the damage provided that our liability will remain strictly subject to a continuing duty on your part to mitigate damages as far as possible, and in any event, we will not be liable for damage in any respect, if the damage could have been avoided by following our advice to apply any updates to the device offered to you free of charge, or for damage that was caused by you failing to have in place the minimum system requirements to operate the services.

## **UPLOADING CONTENT TO POMANDA**

Whenever you use of a feature on Pomanda that allows you to upload content on Pomanda you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any content you upload, and or when contacting other users on Pomada, that you comply with the standards in our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to Pomanda will be considered non-confidential and non-proprietary. You will retain all your ownership rights in your content, but by uploading your content on Pomanda you will be granting us a worldwide, irrevocable, non-exclusive, royalty free, transferable licence to use, sub-licence to third-parties, reproduce, and perform user-generated content in connection with any service provided by Pomanda (now or in the future), to store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Pomanda constitutes a violation of their intellectual property rights, or of their right to privacy. You agree to indemnify us for any loss, damage, cost and or expense suffered as a result of any claim we receive from a third party that your content violates and or infringes their intellectual property rights.

We have the right to remove any content you posted or upload on to Pomanda if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your content.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that Pomanda will be secure or free from bugs, viruses or other technologically harmful material that may infect your computer systems.

You are responsible for configuring your information technology, computer programmes and platform to access Pomanda. You shall use your own virus and malware protection software. You must not misuse Pomanda by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to Pomanda, the server on which Pomanda is stored or any server, computer or database connected to Pomanda. You must not attack Pomanda via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Pomanda will cease immediately.

## **RULES ABOUT LINKING TO POMANDA**

You may link to the [www.pomanda.com](http://www.pomanda.com) homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must however immediately remove any link to the homepage as soon as we demand that you do so. We do not need to give you any reason or justification for doing so.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Pomanda must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact [theteam@pomanda.com](mailto:theteam@pomanda.com).

## **ENSURING DATA PROTECTION**

You shall comply with all aspects of the General Data Protection Regulation 2018 and Data Protection Act 2018 and any successor, supplemental and or replacement legislation ("Data Protection Legislation") at all times.

You are responsible for establishing a lawful basis for processing personal data obtained pursuant to your access and use of the services and maintaining compliance with the Data Protection Legislation in connection with such data.

You acknowledge that accessing personal data through the services is only permitted where you have a lawful basis for doing so.

You acknowledge and agree that it is your duty to record and demonstrate the existence of a lawful basis for processing and agree to comply with the all obligations placed on data controllers set out in the Data Protection Legislation.

If a monitoring service is made available for Credit Reports, and you are using the service, then you will be informed when there is a relevant change in the data monitored. However, you shall stop using the monitoring service for monitored data when you cease to have a lawful basis of processing that data.

You represent and warrant to us that you ensure and maintain appropriate technical and organisational measures to protect any personal information obtained from the service and prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to such data. You shall provide us details of the same upon request.

You shall not transfer any data obtained via Pomanda and any personal data contained in them outside of the European Economic Area unless the party receiving the data:

(i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

(ii) ensures that:

(iii) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;

(iv) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or

one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

(v) You will notify us immediately upon becoming aware of a security breach to any personal data obtained through Credit Reports in accordance with GDPR requirements or other applicable law.

(vi) Notwithstanding the provisions above, where you provide us with data/information which includes Personal Data to enable us or our third party suppliers to provide Information or any of its services, you warrant that you have a lawful basis for doing so and that you have all necessary notices and consents in place to enable the lawful transfer of such data and further, that you have complied with the transparency requirements set out in Articles 13 and 14 of the GDPR as applicable.

If any of the provisions under this section do not comply with the Data Protection Legislation, we may adapt, update, amend or delete the terms of this section to ensure compliance with the Data Protection Legislation.

In the event that any personal data is transferred from the European Economic Area ("EEA") to a country outside the EEA pursuant to this Agreement, you acknowledge and agree that the European Commission's Standard Contractual Clauses for the transfer of personal data to controllers established in third countries available at <https://www.creditsafe.com/gb/en/legal/terms-and-conditions.html> ("SCC") shall apply to any such transfers. You shall comply with the SCC, as well as the terms of this section, in relation to any such transfers. For the purpose of the SCC, the data exporter shall be the party located in the EEA and the data importer shall be the party located outside the EEA.

In the event that the European Commission approves new standard contractual clauses, we reserve the right to replace the SCC with any such new standard contractual clauses.

In the event of any conflict of the terms under this section of these Terms of Use and our Privacy Policy then this section shall prevail.

## **CONFIDENTIALITY**

You undertake that you will keep all information you receive on Pomanda confidential, and that you will not disclose to any person(s) information concerning the business, affairs, customers, clients or suppliers of any user, except as

follows:

- that you may disclose such information to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under these Terms. You will procure that your employees, officers, representatives or advisers to whom you disclose the information to will comply with terms under this heading
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority
- You may disclose to anyone other than as mentioned immediately above at (I) and (II) if you have the written consent to do so from the disclosing party

Unless otherwise agreed in writing, you undertake not to use any information you receive for any other purpose than considering, evaluating and negotiating the acquisition or sale of a business.

You acknowledge and agree that in the event of a breach of your confidentiality obligations that damages alone would not be an adequate remedy for any breach. Accordingly, you accept that in those circumstances it may be necessary for Pomanda to seek an order for specific performance or other equitable relief for any threatened or actual breach of confidentiality. This is without prejudice to any other rights or remedies available against you in the event of an actual or threatened breach.

You also acknowledge and accept that any person or business you are introduced to on Pomanda has been brought to you by us, and you will not seek to engage them, directly or indirectly, other than in concert with us through Pomanda. You undertake not to induce, solicit, procure or otherwise encourage any third party to engage with other users. You will procure that your officers, employees, agents, advisers and other representatives comply with this paragraph.

## **SEVERANCE AND TERMINATION**

If any part of the Terms is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion to a part of these Terms under this heading shall not affect the validity and enforceability of the rest of these Terms.

## **WHERE TO SEND NOTICES**

Any notice shall be in writing and addressed to the other at its then current registered office if it is delivered personally, or sent by recorded delivery, or e-mail.

If it is delivered by personal delivery, then it will be deemed to have been delivered on the day of delivery if it is delivered before 4.00pm on a working day, otherwise it will be deemed delivered on the next working day.

If it is sent by recorded delivery then it will be deemed delivered the following working day after receipt.

If it is sent by e-mail then it will be deemed delivered on the day it is sent provided it is sent and received before 4.00pm on a working day, otherwise it will be deemed delivered on the next working day.

## **CAN YOU ASSIGN THE TERMS?**

You shall not assign, transfer, sub-contract or deal with any of your rights and obligations under the Terms. We may assign, transfer, sub-contract or deal with all or any of our rights at any time without your consent.

## **OUR AUDIT RIGHTS**

You agree to permit us, our appointed representatives, professional advisors and or third party suppliers at all reasonable times to inspect your information systems to audit your use of our services so that we can ascertain your compliance with the Terms. This can involve, and is not limited to, a physical inspection of the premises which the



information systems are kept.

### **NO THIRD-PARTY RIGHTS**

No one other than the parties to the Terms shall have any right to enforce any of its terms save that our third party suppliers which provide parts of the Services may enforce a term of the Terms.

### **WAIVER**

No failure or delay by anyone to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that right, nor shall it prevent or restrict further exercise of that or any other right or remedy unless it is unequivocally confirmed by the party electing to waive any right or remedy to the other party by first giving notice in writing.

### **ENTIRE AGREEMENT**

The Terms constitute the entire agreement as to your use of Pomanda, and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations and understandings between us, whether written or oral, or relating to its subject matter.

### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

The Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales.

You irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

### **OUR TRADE MARKS ARE REGISTERED**

'pomanda' is a registered trade mark of Finfind Limited under UK00003227907. 'FINFIND' is also a registered trade mark of Finfind Limited under UK00003172428. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the heading "How you may use material on our site" which you will find above.