

# TERMS OF USE

## Introduction

### Overview of the Website and System

ADAMftd Ltd (“ADAMftd”) operates a comprehensive platform designed to provide users with access to a wide array of data related to international trade, including company data, economic data, and trade transaction data. Our website and system facilitate in-depth analysis and insights into global trade dynamics, enabling users to conduct due diligence, market research, and compliance checks through a single interface.

### Acceptance of Terms

By accessing and using the ADAMftd website and system, you agree to be bound by these Terms and Conditions of Use and all applicable laws and regulations. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The terms "we", "us", "our", or “ADAMftd” refer to ADAMftd Ltd, and "you" or "your" refer to the user or viewer of our website.

## User Account and Registration

### Account Creation and Requirements

To fully access the features and services offered by ADAMftd, you must register for an account. During the registration process, you will be required to provide certain information, such as your name, email address, and company organization and, if applicable group affiliation, ownership, control persons, and create a password. You may also be asked to provide additional information.

### User Responsibilities and Account Security

As a registered user, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You must take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you provided at the time of registration. We reserve the right to disable any user account at our sole discretion, should you have failed to comply with any of the provisions of these Terms and Conditions, including if any information you have provided is incorrect or incomplete.

Each account is personal and cannot be shared or used by more than one user. However, within your account, you may create multiple user profiles (if allowed by your subscription plan) to allow your colleagues within the same legal entity, but not an affiliated or associate entity, to access our services under your account umbrella.

## Use of the Platform

### Permitted Uses of ADAMftd Services

ADAMftd services are designed to support a wide range of business and compliance activities. Permitted uses include:

- **AML Compliance:** Using the platform to verify adherence to Anti-Money Laundering regulations.
- **KYC Compliance:** Conducting Know Your Customer checks to verify the identities of clients.
- **Company Due Diligence:** Investigating business entities to assess their legitimacy and operational history.
- **Supply Chain Mapping:** Visualizing and analyzing supply chain connections and dependencies.
- **Supply Chain Due Diligence:** Assessing risks associated with suppliers to ensure they meet compliance standards.
- **Compliance with Laws Relating to International Trade:** Ensuring adherence to international trade regulations and laws.
- **Market Research:** Gathering data to analyze market trends and consumer behavior.
- **Economic Analysis:** Conducting economic studies and forecasts based on available data.
- **Tracking Shipments of Goods Internationally:** Monitoring the movement of goods across borders to ensure compliance with customs regulations.
- **Economic Modelling:** Using data to build models that predict economic outcomes.
- **Trademark and Patent Searches:** Searching for existing trademarks and patents to avoid infringement.
- **Related Entity Searches and Mapping:** Identifying affiliations between entities to assess potential risks and compliance.

### Prohibited Activities and Restrictions

Users of the ADAMftd platform are prohibited from engaging in activities that could harm or damage other users, entities, or the platform itself, including:

- **Uploading Inappropriate Content:** Posting harmful images or content, particularly those aimed at discrediting competitors.
- **Harmful Impacts:** Making false, misleading or malicious statements, which may harm or damage other businesses.
- **Contributing False Information:** Submitting incorrect or false data about companies or business activities.
- **Facilitating Counterfeit Activities:** Using data to support the production or distribution of counterfeit goods.
- **Violating Laws:** Using the platform to circumvent international or domestic laws, including those related to trade, sanctions, customs, or tax evasion.
- **Engaging in Trade-Based Money Laundering:** Utilizing trade transactions to launder money.
- **Money Laundering:** Using the platform to disguise the proceeds of crime as legitimate income.

## User Contributions

### Types of Data Users Can Contribute

Users can enhance the platform by contributing various types of data, including, but not limited to:

- **Images and Descriptions:** Photos of business entities and descriptions of their operations.
- **Entity Details:** Updates or corrections to addresses, phone numbers, websites, and contact information of entities.
- **Related Entities:** Information on affiliations and connections between related entities.
- **Operational Data:** Data related to the operations, management, and structure of companies.

### Conditions for Contributing Data

Contributions must be accurate, lawful, and must not infringe on the legal rights of others. Users are expected to verify the accuracy and correctness of the information they provide and by their use of the platform confirm that the information is accurate and correct, must not intentionally or negligently input misleading or false data. All contributions are subject to review and approval by ADAMftd to ensure they meet our standards for accuracy and legality, provided, however, that notwithstanding any such review and approval, the responsibility for the accuracy, correctness and legality remain with the user, who shall bear the burden of proof thereof

### Ownership and Rights of User-Contributed Data

By contributing data to ADAMftd, users grant the platform a perpetual, worldwide, irrevocable, royalty free license to use, display, modify, distribute, and disseminate the information for any lawful purpose. However, contributors retain ownership of any original content they submit, subject to the licenses granted herein.

### Permanency of Contributions Upon Account Cancellation

Contributions made to the platform remain in the ADAMftd database even after a user cancels their membership. This is to ensure the continuity and integrity of the data provided to all users. Data contributed by users will continue to be used in accordance with the terms of the license granted at the time of submission, unless explicitly requested for removal in application of applicable law, in respect of which the user bears the burden of proof.

### Prohibited Activities and Restrictions

Users of the ADAMftd platform are prohibited from engaging in activities that could harm or damage other users, entities, or the platform itself or ADAMftd. This includes actions that are unlawful or that contravene the ethical use of the platform. Specifically, the following activities are prohibited:

- **Uploading Inappropriate Content:** Posting harmful or damaging images or content, particularly those aimed at discrediting competitors.
- **Harmful Impact:** Making false, misleading or malicious statements which may harm the reputation or business of other companies.
- **Contributing False Information:** Submitting false, incorrect or misleading data about companies or business activities.
- **Facilitating Counterfeit Activities:** Using data to support the production or distribution of counterfeit goods.
- **Violating International or Domestic Laws:** Such laws include those related to trade, sanctions, customs, and tax evasion.
- **Engaging in Trade-Based Money Laundering:** Utilizing trade transactions to launder money.
- **Money Laundering:** Using the platform to disguise the proceeds of criminal activities as legitimate income.
- **Violating or Facilitating the Violation of Sanctions Laws:** Engaging in or facilitating activities that could violate applicable sanctions laws, which prohibit or restrict transactions with certain designated individuals, companies, or countries.

- **Violating Anti-Money Laundering Laws:** Using the platform in any way that could violate anti-money laundering laws, which include requirements to prevent, detect, and report potentially suspicious financial activity.
- **Violating Anti-Competitive Laws:** Users must avoid activities that breach laws designed to promote competition and prohibit practices that could lead to market domination or unfair competitive advantages. This includes price fixing, market sharing, bid rigging, and other forms of anti-competitive agreements.

Violations of these prohibitions can result in immediate termination of access to the platform, potential legal action, and our cooperation with law enforcement authorities, which we retain an unrestricted right to do. ADAMftd Ltd is committed to maintaining a safe, lawful, and ethical platform for all users and will enforce these restrictions rigorously and any expense incurred by ADAMftd Ltd. Including for legal fees, shall be repaid to ADAMftd Ltd by the user.

## Intellectual Property Rights

### Ownership of ADAMftd Content and Materials

All content available on the ADAMftd platform, including text, graphics, logos, images, data compilations, software, and all other material, is the property of ADAMftd Ltd or its content suppliers and is protected by Singapore and international copyright and intellectual property laws. ADAMftd Ltd retains full ownership of all its intellectual property rights in all content and materials provided on the platform.

### User Licenses and Restrictions

ADAMftd grants users a limited, non-exclusive, non-transferable license to access and use the ADAMftd platform and its content for lawful, internal business purposes, subject to the terms and conditions of this agreement. This license does not include any resale or commercial use of any ADAMftd content; collection and use of any product listings, descriptions, or prices; derivative use of the platform or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

### Copyright and Trademark Information

All trademarks, service marks, and trade names of ADAMftd used on the site are trademarks or registered trademarks of ADAMftd Ltd. You are not permitted to use these marks without the prior written consent of ADAMftd Ltd. All other marks not owned by ADAMftd that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ADAMftd.

## Fees and Payments

### Subscription

ADAMftd operates on a credits-based subscription system. Each annual subscription provides users with a certain number of credits, which can be used to access specific data within the system. These credits are allocated monthly and do not roll over; they will expire if unused by the end of each subscription month. This model is designed to maintain fairness and accessibility while supporting the ongoing provision and improvement of our services.

### Payment Terms and Conditions

Subscription fees are due in full at the beginning of each subscription period. Payments can be made via our secure online payment system, which accepts a variety of payment methods including credit card, debit card, and direct bank transfers. All financial transactions are encrypted and securely processed.

### **Refund and Cancellation Policy**

Subscribers may cancel their subscriptions at any time. However, ADAMftd does not provide refunds for any unused portion of the subscription term. If you choose to cancel your subscription, you will retain access to your subscription until the end of your current billing cycle. Changes in pricing for subscriptions will not affect current subscription periods but may apply upon renewal. At the end of your prepaid period, and in case of changes in subscription plans or pricing, you may be automatically migrated to the nearest equivalent new plan.

We aim to provide transparent and fair payment terms and encourage users to review their subscription details during renewal periods to ensure their continued satisfaction with our services.

## **Privacy and Data Protection**

### **General Information**

ADAMftd Ltd is committed to protecting the privacy and security of our users' information. This section provides a brief overview of our practices; for more detailed information, please refer to our full Privacy Policy.

### **Privacy Policy Reference**

Our comprehensive Privacy Policy outlines the ways in which we collect, use, store, and protect personal data provided by our users. It also describes how users can exercise their rights regarding their personal data. We expect all users to have read this policy so that they understand our practices, and by becoming a user, you confirm your agreement and acceptance thereof. The Privacy Policy is available [here](#).

### **Public Records Privacy Policy**

In addition to our general Privacy Policy, we also maintain a Public Records Privacy Policy that governs the data collected from public records and used on our platform. This policy provides additional details on the handling of such data. We encourage users to review this policy, which is available [here](#).

### **Data Security Measures**

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. These measures include advanced encryption techniques and protocols to protect data from unauthorized access, alteration, and destruction. We regularly review our security policies and procedures to ensure our systems are secure and protected.

## **Third-Party Links and Services**

### **Relationship with Third-Party Services**

ADAMftd may integrate with or offer links to services provided by third parties, such as data analytics or payment processing services. These third-party services are governed by their own privacy and data protection policies, and we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these third-party services.

### **Disclaimer for Third-Party Links**

Our platform may contain links to external websites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy and terms and conditions of every site you visit. We have no control over, and assume no responsibility or liability for the content, privacy policies, or practices of any third-party sites, products, or services.

## Termination and Suspension

### Grounds for Termination and Suspension of User Accounts

ADAMftd reserves the right to terminate or suspend your account and access to the services without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms and Conditions. Possible grounds for termination or suspension include:

- Non-payment of fees
- Unauthorized use of the platform
- Violations of intellectual property rights
- Breach of user conduct or prohibited activities as outlined in these Terms

### Consequences of Account Termination

Upon termination, your right to use the service will immediately cease. If you wish to terminate your account, you may simply discontinue using the service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. Any contributions you have made to the platform may remain and continue to be used under the terms agreed upon at the time of contribution, as outlined in the User Contributions section.

## Disclaimers and Limitations of Liability

### Service Availability and Limitations

ADAMftd strives to ensure that its services are available at all times. However, the availability can be affected by factors beyond our control, such as technical failures, maintenance periods, and external network issues. Therefore, ADAMftd does not guarantee uninterrupted or error-free operation of its services and shall not be liable for any such interruptions.

### Limitations of Liability for Damages

ADAMftd shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the service. Where the exclusion or limitation of liability for consequential or incidental damages is not allowed, our liability is limited to the greatest extent permitted by law.

## Indemnification

### User Responsibilities for Indemnity

You agree to indemnify and hold harmless ADAMftd, its officers, directors, employees, and agents, from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the service; (ii) your breach or violation of any of these Terms; (iii) ADAMftd's use of your user-contributed data; or (iv) your violation of the rights of any third party.

## Dispute Resolution

### Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of conflicts of law.

### Dispute Resolution Mechanisms

For any disputes arising from or related to the use of ADAMftd services, you agree to attempt to resolve the dispute informally first. If you and ADAMftd are unable to resolve the dispute informally, you agree to submit the dispute to binding arbitration in the jurisdiction. The arbitration will be conducted under the rules of Singapore International Arbitration Centre, and the governing law of the Arbitration.

## Modifications to Terms and Conditions

### Notification of Changes to Terms

ADAMftd reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### Acceptance of Revised Terms

By continuing to access or use our service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the service.

## Contact Information

For questions or support related to the use of ADAMftd services, please contact us via:

- Email: [support@adamftd.com](mailto:support@adamftd.com)

## Additional Provisions

### Severability

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. It is agreed that the courts of Singapore shall have exclusive jurisdiction. The invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision.

### Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and ADAMftd's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**This policy was last updated on July 22, 2024.**