

## Fair Use Policy

### DEFINITIONS

'Pomanda' means the website [www.Pomanda.com](http://www.Pomanda.com) and any applications and software we make available through it 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. In this policy any reference to 'our site' shall also mean Pomanda.

### INTRODUCTION

This Fair Use Policy applies to all users of, and visitors to, our site. The policy sets out the content standards that apply when you search and download reports from our site.

Your use of Pomanda at any time means that you have accepted, and you have agreed to abide by, all its policies including this policy, which is also a part of the Terms of Use and which also apply to your use of our site).

### FAIR USE

You may use Pomanda only for internal business use and lawful purposes provided that you make fair use of it. In order to maintain optimal service for all of our users, we envisage that it is necessary for us to restrict the amount of searches you make and credit reports you purchase. Your use of these services shall not exceed our fair use limits which shall be defined as follows:

#### Limits

- Unregistered users shall be limited to a few searches and reports a day (at such amounts as we determine from time to time).
- Subscription users based in the UK shall be limited to 1000 searches and credit report purchases of 1000 credit reports in any month.
- Subscription users based in the following countries shall be limited to 1000 searches and 100 credit reports in any month: Ireland, Netherlands, Belgium, France, Germany, Italy, Sweden, Denmark, Norway, Mexico, Japan, Luxembourg.
- Subscription users based in all countries other than those mentioned above shall be limited to 1000 searches and credit report purchases of 10 per month.

Usage above the limits are available for further purchase by contacting [theteam@pomanda.com](mailto:theteam@pomanda.com).

### EXCEEDING USAGE

If you exceed usage then you agree that we can:

- contact you to reduce your usage
- contact you to discuss offering you a subscription that is more aligned with your usage
- contact you to suspend and or terminate your use in accordance with the section below

### SUSPENSION AND TERMINATION

If we determine that you have breached this fair use policy in anyway then we shall take such action as we deem appropriate.

Any failure to comply with this fair use policy constitutes a material breach of the terms of use upon which you are permitted to use Pomanda, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Pomanda.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all our costs and expenses which you agree to pay on

an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this fair use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Any delay or failure on our part to act in response to a breach of this policy shall not be deemed to be acceptance of the breach or a waiver of our right to take action against the breach.

#### **CHANGES TO THE FAIR USE POLICY**

We reserve the right to revise this policy at any time without prior notice to you. You accept that this is fair and reasonable. You are obliged to check this page from time to time for any changes we make so as to comply with the policy, as they are legally binding on you. Some of the provisions contained in this fair use policy may also be superseded by provisions or notices published elsewhere on our website.