

# BinDB.com Purchase Agreement

02/Nov/2021

## **About BinDB.com and BIN/IIN Numbers Data File**

BinDB.com provides solutions for identification of bank cards using the Bank Identification Number information. The products and services offered on [www.bindb.com](http://www.bindb.com) are the property of REFDATA OU, an Estonia registered company with address Sepapaja tn 6, Tallinn 15551, Estonia.

## **1. Definitions**

Customer – The legal entity or person, who is purchasing and using the services described in this document.

Supplier – means REFDATA OU, a company with address: Sepapaja tn 6, Tallinn 15551, Estonia

Customer Data - means all data (in any form) that is provided to the Supplier or uploaded or hosted on any part of any Service by the Customer or by any authorized user;

API – means Application Programming Interface

Data File – means text files containing information about the first six digits of bank card's number.

## **2. Terms of Licensing**

### **a. PCI Data File License**

PCI Data File license provides the Customer with access to text files containing records and information for identification of payment card categories based on the first six digits of the card number. The first six digits of a bank card number are also referred to as an BIN or IIN .

BinDB.com will provide monthly updates for the PCI Data File for the duration of the membership period.

After the membership period expires, the customer may renew the license by purchasing another membership term of one year.

The PCI Data File license grants to the Customer the right to create a product and/or service for company's internal purposes only. Selling access to the derivative product in any form is prohibited. Multiple users within Customer's company may access the database.

Customer may access the purchased database on multiple computers or server host instances.

The Customer is not authorized to sell, give away, or publish any part of the PCI data files in any form for any purpose to third parties.

#### **b. PCI Web Service (API).**

The PCI Web Service provides the Customer with access to an API used for identifying BIN/IIN details. The data returned by the PCI Web service is based on the PCI Data File.

BinDB.com will apply monthly updates of the PCI Web Service database for the period the Customer subscribed for the PCI Web service. Customer is not authorized to sell, give away, or publish any part of the data returned by the service in any form for any purpose.

Customer is not authorized to:

- attempt to enumerate the database through the API.
- attempt to download the entire database or significant portions through API requests.

Any abusive usage of the API may result in permanent suspension or termination of the services without a refund.

#### **3. Terms of Service – Accuracy & Updates**

Customer understands and agrees that 100 percent accuracy of the BIN data is a goal but cannot be guaranteed. The company continuously works to maintain accurate records and up-to-date information, and regularly updates database records.

In case the Customer detects a mistake in the data returned by the service, they may report it to BinDB.com, via email or using the contact support section in client area.

#### **4. Other Terms and Conditions**

REFUNDS and PARTIAL PURCHASES: BinDB.com does not offer a refund after purchase. Customer can thoroughly test the database online prior to purchase, and BinDB.com strongly encourages use of the online demo along with Customer requests for additional search queries. BinDB.com does not offer partial purchases. BinDB reserves the right to discontinue or deny service to any client without prior notice.

#### **5. BinDB.com Terms of Service**

A Customer who uses the BinDB.com website or purchases products or service agrees to comply with and be legally bound by the BinDB.com Terms of Service. This Agreement constitutes the only

agreement between BinDB.com and Customer. Any future amendments or updates to this Agreement shall be in writing and become a part of this Agreement between both parties.

## **6. Copyright**

All content on the BinDB.com website is protected under international copyright law, including trademarks and other proprietary rights. Any copying, re-use, modification, redistribution, use or publication by Customer of any portion of the BinDB.com website is strictly prohibited unless permission is granted in advance in writing by BinDB.com management. Customer understands and agrees that no ownership of any content or materials on the website or contained within the BinDB.com database(s) is granted to Customer. Purchasing rights to the BinDB.com database grants to the Customer the right to use the services as per terms of the license purchased. In the case of information that is the copyrighted work of third parties, which may be provided to Customer after purchase of the database, any such rights shall be reserved by those third parties accordingly.

## **7. Refund Policy**

Because of the non-tangible nature of BinDB.com products and their electronic distribution, refunds after purchase are not offered. Customer agrees that any perceived problems or issues with database shall be immediately brought to the attention of BinDB.com customer support. Refunds for errors or omissions of data in the BinDB.com database are not offered; Customer understands that there exists no 100 percent full compilation of BIN numbers, and therefore BinDB.com cannot guarantee 100 percent accuracy.

## **8. Limited License, Permitted Uses**

On purchase of the BinDB.com database, Customer is granted a nontransferable, nonexclusive license to access and use the website and/or database in accordance with this Agreement. Customer may use the free online demonstration to query the database up to three times in one 24-hour period.

## **9. Restrictions and Prohibitions of Use**

Customer's license for access to the BinDB.com website, along with access to materials, products and/or services provided through the website, are subject to the following restrictions and prohibitions.

Customer is not authorized to:

- Copy, print, republish, display, transmit, sell, rent, lease, loan or make available in any other way any portion of the BinDB.com website and/or its products and services except as authorized in advance by BinDB.com in writing.
- Use the website or any products and/or services for commercial distribution of any kind.
- Use the website or any products and/or services for illegal purposes of any kind.

## **10. Limits of Liability**

BinDB.com makes no representations nor warranties of any kind that the services provided will be uninterrupted or error-free. Customer understands and agrees that BinDB.com does not and cannot guarantee that the database is 100 percent accurate. All database content and other information is provided "as is" with specific disclaimer of any warranties of merchantability, fitness for a particular purpose, title, or non-infringement. Under no circumstances shall BinDB.com, its agents, or anyone involved in the creation, production, delivery, or updates of the website and/or database(s) be liable for any direct, indirect, incidental, or consequential damages resulting from Customer's use of this website, any BinDB.com products or services, or the products and/or services of any other linked company or website. BinDB.com's liability regarding products or services purchased directly from BinDB.com is expressly limited to replacement of defective goods, or the repayment or crediting to Customer of an amount equal to the purchase price of the goods. The BinDB BIN Data is compiled from third party public data sources and should not be used in real time payment processing. BinDB does not encourage rejecting card payments based on the information in the BIN database. Links to other websites from the BinDB.com website do not imply endorsement of the company, products, or services available from such websites. Links to other websites are provided by BinDB.com solely as a convenience to users.

## **11. Unlawful or Prohibited Use**

Customer agrees to not use the BinDB.com website or its products and/or services for any purpose that is unlawful or prohibited in any location. Customer further agrees to not use the website in any manner that could disable, damage, overburden, or impair any BinDB.com website, or interfere with any other party's use of the website and/or BinDB.com products or services. Customer also agrees to not attempt to gain unauthorized access to any BinDB.com material.

## **12. Privacy Policy**

BinDB.com uses information provided by Customer to complete orders for products and/or services. BinDB.com agrees to keep this information confidential and to not share this information with other parties, except to the extent necessary to complete orders for products and/or services.

## **13. Billing and Payment Information**

### **a. Prepayment**

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services

are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

**b. Late Payment**

All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, BinDB may suspend or terminate your account. BinDB will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Company: REFDATA OU

Company:

Name :

Name :

Title :

Title:

Signature :

Signature: