

BinDB.com Terms of Service

01/September/2017

About BinDB.com and BIN/IIN Numbers Database

BinDB.com provides solutions for identification of bank cards using the Bank Identification Number information. The database is the property of BINDB LLC., a US based company with address 16192 Coastal Highway, Lewes, DE 19958 USA, and is available for purchase under the terms and conditions contained in this contract.

1. Terms of Licensing

a. BIN Database and Online Portal

The Online Portal grants to the Buyer 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 Buyer's company may access the database and Buyer is authorized to incorporate the purchased BIN database into Buyer's existing software using the Online Portal.

b. API service.

BinDB.com will provide free database updates to Buyer for the period the Buyer subscribed for the Online Portal service. Buyer is not authorized to resell, give away, or publish any part of the database in any form for any purpose, nor is Buyer authorized to create or offer free BIN lookup services using the BinDB.com BIN database.

Buyer is not authorized to:

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

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

c. Premium Database License and Ultimate Database License

The Premium or Ultimate License grants to the Buyer 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. Buyer may access the purchased database on multiple computers or server host instances.

The Buyer is not authorized to resell, give away, or publish any part of the database in any form for any purpose, nor is Buyer authorized to create or offer free BIN lookup services using the BinDB.com BIN database.

2. Terms of Service – Accuracy & Updates

BinDB.com works continuously to update and maintain accurate and timely records. Buyer understands and agrees that 100 percent accuracy of a BIN database is a goal but cannot be guaranteed. Because there exists no 100 percent full compilation of BIN numbers, BinDB.com cannot guarantee 100 percent coverage or accuracy. The company continuously works to maintain accurate records and up-to-date information, and regularly updates database records. Updates for Premium and Ultimate License databases are issued up to two times, but not less than one time per year. There is no strictly set time interval for update releases. BINDB LLC issues updates to our clients when the changes in the database exceed a threshold set by BINDB LLC. Buyer understands and agrees that 100 percent accuracy is not possible.

3. Other Terms and Conditions

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

4. BinDB.com Terms of Service

A Buyer 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 Buyer. Any future amendments or updates to this Agreement shall be in writing and become a part of this Agreement between both parties.

5. 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 Buyer of any portion of the BinDB.com website is strictly prohibited unless permission is granted in advance in writing by BinDB.com management. Buyer 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 Buyer. Purchasing rights to the BinDB.com database grants to the Buyer the right to use the database 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 Buyer after purchase of the database, any such rights shall be reserved by those third parties accordingly.

6. Refund Policy

Because of the non-tangible nature of BinDB.com products and their electronic distribution, refunds after purchase are not offered. Buyer 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; Buyer understands that there exists no

100 percent full compilation of BIN numbers, and therefore BinDB.com cannot guarantee 100 percent accuracy.

7. Limited License, Permitted Uses

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

8. Restrictions and Prohibitions of Use

Buyer'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.

Buyer 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.

9. Limits of Liability

BinDB.com makes no representations nor warranties of any kind that the services provided will be uninterrupted or error-free. Buyer 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 Buyer'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 Buyer of an amount equal to the purchase price of the goods. The BinDB BIN Database 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.

10. Unlawful or Prohibited Use

Buyer 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. Buyer 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. Buyer also agrees to not attempt to gain unauthorized access to any BinDB.com material.

11. Privacy Policy

BinDB.com uses information provided by Buyer 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.

12. 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.