

# Privacy & User Agreements

## Thomson Reuters Privacy Information

Confirmation is part of Thomson Reuters. Thomson Reuters places a high priority on meeting our customers' expectations of privacy. [Click here to access and read the Thomson Reuters Privacy Information.](#)

Requesters of Confirmations

## User Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH CAPITAL CONFIRMATION INC. OFFERS YOU ACCESS TO OUR SERVICES.

Welcome to the User Agreement for Capital Confirmation Inc. This Agreement describes the terms and conditions applicable to your use of our services available under the domains and sub-domains of [www.confirmation.com](http://www.confirmation.com), and [learn.confirmation.com](http://learn.confirmation.com) ("Confirmation Website(s)") owned and operated by Capital Confirmation, and the general principles for the websites of our subsidiaries. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services. You evidence your acceptance of the terms and conditions of this Agreement by checking the box for the "Yes, I have read and accept the User Agreement." statement and clicking the "Create New Account" button on Capital Confirmation's website and through your use of any of the Confirmation.com services (aka "Confirm™" service).

If you have any questions, please email us at [Confirmation.CS@thomsonreuters.com](mailto:Confirmation.CS@thomsonreuters.com).

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Statement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of

Capital Confirmation. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as a Capital Confirmation user. Please note: underlined words and phrases are links to these pages and websites. By accepting this User Agreement, you also agree that your use of other Capital Confirmation websites will be governed by the terms and conditions posted on those websites.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective immediately upon posting on our site. You will not be notified in writing or by email of any changes in this Agreement. This Agreement may not be otherwise amended except in writing signed by you and Capital Confirmation Inc. This Agreement is effective starting March 1, 2003.

### **1. Membership Eligibility.**

Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors or to temporarily or indefinitely suspended Capital Confirmation members. If you are a minor, you cannot use this service. If you do not qualify, please do not use our services. Further, your Capital Confirmation account (including feedback) and User Id may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. If you are registered as an individual, you represent that you are the individual you purport to be.

### **2. Fees and Service.**

Capital Confirmation provides a venue for digital transaction management, including but not limited to, audit confirmations, accounts receivable/accounts payable confirmations, credit inquiries, employee benefit plan audits and confirmations, and legal confirmations for accounting firms, law firms, banks, and other users, (the "Service"). The Service also includes the provision of ancillary services deemed reasonably necessary by Capital Confirmation to run a venue for digital transaction management, including but not limited to customer support, billing, and account management.

Joining our service is free. There is a charge for requesting and receiving confirmations. Our [Fees and Credit Policy is available here](#) and is incorporated by reference. We may change our Fees and Credit Policy and the fees for our services from time to time. Our changes to the policy are effective upon our posting of an updated Fee Policy on the [www.confirmation.com](http://www.confirmation.com) website. We may choose to temporarily change our Fee Policy and the fees for our services for promotional events and such changes are effective when we post the temporary promotional event on the [www.confirmation.com](http://www.confirmation.com) website. When you purchase

a confirmation you have an opportunity to review and accept the fees that you will be charged for the use of our services. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

### **3. Capital Confirmation is a Venue.**

**3.1 Capital Confirmation is not a bank or law firm nor are we an authorized bank or law firm representative.** Instead, our site acts as a venue to allow users to request, receive, and buy confirmations at any time, from anywhere. We are not involved in the actual transaction between users of and providers of the confirmation information. As a result, we have no control over the quality, accuracy, timeliness or legality of the requests and the responses, or the truth or accuracy of the requests and responses. We also cannot ensure that a provider will actually complete a transaction.

**3.2 Identity Verification.** We use many techniques to identify our users when they register on our site. However, because user verification on the Internet is difficult, Capital Confirmation cannot and does not confirm each user's purported identity. Thus, we have established a user-initiated communication system to help you evaluate with whom you are dealing. We encourage you to communicate directly with individual parties through the tools available on our site.

**3.3 Release.** Because we are a venue, in the event that you have a dispute with one or more users, you release Capital Confirmation (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**3.4 Information Control.** We do not control the information provided by other users that is made available through our system. You may find other user's information to be inaccurate. Please use caution, common sense, and safe practices when using our site.

**3.5 Customer Support.** Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Central Standard Time, customer support shall be available free of charge by telephone or by email at one or more phone numbers or email addresses to be specified on our website located at [www.confirmation.com](http://www.confirmation.com).

#### **4. Authorizing, Requesting and Purchasing.**

By authorizing, requesting and purchasing a confirmation you agree to be bound by the conditions of this Agreement. Requests are not retractable. If you choose to authorize, request or purchase a confirmation you are certifying that you have the legal right to authorize, request or purchase such confirmations.

#### **5. Address Lookup.**

Capital Confirmation pulls Address Lookup information from public and private data sources. The Public Records, private records and commercially available data sources used in this system have errors and are not complete. Data is sometimes entered poorly and processed incorrectly. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified.

#### **6. Out-of-Network Confirmations.**

The Out-of-Network confirmation service requires the requestor to enter the contact information for the responder and the responder's company. Because you as the requestor determine who and at which entity an out-of-network confirmation is directed, and therefore which entity and who at that entity is the responder, you agree to accept full and sole responsibility for the verification and validation of the identity of the individual responder and the company they claim to represent. You understand that Capital Confirmation has not and will not validate the identity of the responder or the company they claim to represent. **You release and hold harmless Capital Confirmation from any and all claims related to the responder's identity and/or the identity of the company the responder claims to represent if you request confirmations through [www.confirmation.com](http://www.confirmation.com) using the Out-of-Network confirmation service.**

#### **7. Fraud.**

Without limiting any other remedies, Capital Confirmation may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance investigation, or otherwise) have engaged in fraudulent activity in connection with our site.

#### **8. Your Information.**

**8.1 Definition.** "Your Information" is defined as any information you provide to us or other users in the registration or confirmation process (including but not limited to Client Information, as defined below), in any message area or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. You acknowledge and agree that as part of the Service Capital Confirmation will be required to host and process information relating to

the audit confirmations, accounts receivable/accounts payable confirmations, credit inquiries, employee benefit plan audits and confirmations, and legal confirmations for accounting firms, law firms, banks, relating to your clients (collectively "Client Information").

**8.2 Restricted Activities.** Your Information (or any items listed) and your activities on the site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing consumer protection or antidiscrimination); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain child pornography; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers. Furthermore, you may not authorize or request any confirmation on the site (or consummate any transaction that was initiated using our service) that, by authorizing or paying to us the usage fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation.

**8.3 License.** Solely to enable Capital Confirmation to use Your Information, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information.

**8.4 Access and Use.** Access and use of Client Information by Capital Confirmation, will be directed by you and limited to the extent necessary to deliver the Service. Capital Confirmation will establish standards and guidelines designed to protect the confidentiality, integrity and availability of Client Information hosted in the Service.

**8.5 Supplemental Terms with German Auditors/Sworn Accountants.**

The parties agree that this Section 8.5 shall only apply in the event you are a German Auditor/Sworn Accountant utilizing the Service:

a. Capital Confirmation is aware that legal obligations exist with regard to allowing access to information of your clients and that the violation of such obligations may have criminal consequences for the parties involved (cf. in particular §§ 203, 204 StGB, custodial sentence or fine).

Capital Confirmation is obligated to maintain confidentiality in accordance with the mandatory applicable legal provisions on confidentiality and the contractual provisions

existing with the client.

b. Capital Confirmation will be obligated not to use the customer data provided to any extent other than that described in this Agreement. In this context, Capital Confirmation will be obligated, in particular, in the context of processing for the provision of online services to customer, to obtain knowledge of third party secrets only to the extent that this is necessary for the performance of the Agreement. By “obtain knowledge”, the parties understand the process of cognitive, human and content knowledge (e.g. access to contents of individual documents with the aim of taking cognitive, human and content knowledge of them).

c. Capital Confirmation and its subcontractors may use other persons to provide the Services. Capital Confirmation ensures that both the persons employed by Capital Confirmation insofar as they could gain knowledge of customer data made available in connection with their activities, and the subcontractors are obligated to maintain confidentiality in accordance with the contractual provisions existing with the customer, at least in text form, and that the subcontractors are also obligated to obligate the persons employed by them accordingly.

## **9. Ownership of Intellectual Property.**

Capital Confirmation shall have and retain all rights, title and interest in all Intellectual Property relating to the Service or arising out of the relationship described in this Agreement. “Intellectual Property” means all ideas, discoveries, inventions, developments, designs, improvements, trademarks, service marks, trade secrets, proprietary information, programs, source code, object code, applications for patents, patents, copyrights (for the duration thereof, including renewals, extensions, and reversions thereof), copyrightable works, and the goodwill associated therewith, including enhancements, improvements, and derivative works, either presently existing or hereinafter arising. You hereby assign and transfer to Capital Confirmation any and all rights in any such Intellectual Property, either presently existing or hereinafter arising, and agree to take such actions (at Capital Confirmation’s expense) as Capital Confirmation may reasonably request to secure such rights for Capital Confirmation. While a registered user of our service, and for a period of two (2) years from the date of last login, you agree not to offer services or assist others in offering services that would compete in any way with the services offered by Capital Confirmation. Unsolicited ideas or product feedback will automatically become our property, without any compensation to you and we may use or distribute such submissions and their contents for any purpose and in any way without any obligations of confidentiality or otherwise.

**9.1 License.** You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use your company name, trademark, word mark, service mark, and logo (collectively, “Marks”) in correspondence with Clients and Users related to the Service. You also grant us and our affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable right to use your Marks in any publicity,

promotion, news release, website, social media posting, announcement, customer list, sales deck, marketing or promotional material, case study, advertisement or in a similar medium.

## **10. Access and Interference.**

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not reverse engineer, disassemble, decompile, decode, adapt, develop, or modify the website or Service, or otherwise attempt to derive or gain access to the source code of the website or Service, in whole or in part. You agree that you will not use any device, software or routine to bypass our security features, or to interfere or attempt to interfere with the proper working of the Capital Confirmation site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to Capital Confirmation by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website without the prior expressed written permission of Capital Confirmation or the appropriate third party. You must ensure that all information you supply to us through our website or Service, or in relation to our website or Service, is true, accurate, complete and not misleading. You shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of this information. You shall not access all or any part of our website or Service to build a product or service which competes with the Service. You shall not attempt to obtain, or assist third parties in obtaining, access to our website or Service, other than as provided under this Agreement. You shall not make, nor permit any party to make, any use of our website or Service other than to avail of the Service. You shall not make alterations to, or permit our website or Service or any part of it to be combined with, or become incorporated into, any other programs. You shall not provide or otherwise make available our website or the Service in whole or in part (including object and source code), in any form, to any person without our prior written consent. You shall not infringe on our licensors' intellectual property rights or those of any third party in relation to your use of our website or Service. We may make available to you certain Application Programming Interfaces (an "API" or "APIs") to achieve additional functionality for users, and provide capabilities or integrations that leverage one or more of our products or services available at [www.confirmation.com](http://www.confirmation.com) or provided by our affiliates, which you may use where applicable, subject to our then current fees (if any) for such APIs. Unless previously authorized by us, or our affiliates, you must not automatically connect (whether through APIs or otherwise) any Service to other data, software, services or networks.

## **11. Breach.**

Without limiting other remedies, we may immediately remove you, warn our community of

your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

## **12. Electronic Communications; Identifiers and Passwords; Binding Effect.**

You will receive and transmit information to us over the Internet using SSL technology and 2048-bit encryption. You must use Internet browsers that will support the use of 2048-bit encryption. In order to initiate a session where information is transmitted, you will select and use an identification code (such as a "log-in ID") and a password. You shall protect and safeguard its identification code and password, and shall only permit authorized employees to use the identification code and password in connection with the service. We, and all other persons receiving information from you that has been transmitted using the identification code and password selected by you, shall be entitled to rely in all instances that the information so transmitted has been transmitted by you, that such information is true, accurate and complete in all respects, with the same effect and intent as if such information had been transmitted in written form bearing your written signature. If you believe that your identification code and password have been lost, stolen or compromised in any respect, please notify us immediately at 1-866-325-72011. Communications using the identification code and password received after we have had an opportunity to respond to your notice will not be valid or effective.

## **13. Privacy & Data Processing.**

**13.1 Privacy** We do not sell or rent your personal information to third parties and only use your personal information as described in the Privacy Statement available at <https://www.confirmation.com/legal-security-privacy/index.html>. We take the protection of our users' privacy seriously. We store and process your personal information on computers located in the European Union and the United States that are protected with security measures.

If you object to your personal information being collected, used, transferred, or otherwise processed in this way, please do not use our services.

**13.2 Data Processing.** The parties agree that the terms of the [Customer Data Processing Addendum](#) ("DPA"), shall apply to the extent Capital Confirmation Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into this Agreement by this reference. If the parties are required to enter into the Standard Contractual Clauses to legitimize the transfer of Personal Data outside of the European Economic Area (EEA) and/or Switzerland, then the parties hereby agree to the Standard Contractual Clauses as outlined in the DPA provided that, Appendix 1 and Appendix

2 to the Standard Contractual Clauses are hereby replaced in their entirety with the terms set forth in Schedule 1. For the purposes of this User Agreement references to “Thomson Reuters” in the DPA shall be deemed to refer to Capital Confirmation and references to “Customer” shall be deemed to refer to You.

#### **14. Client Authentication.**

You certify that any and all subject(s) set up as your client(s) on the Confirmation.com service are authorized representatives of your client.

#### **15. Authorization.**

You certify that any confirmations requested are with the subject(s) prior written permission. You agree to keep the authorization on file for a minimum of 5 years. Typically this written permission is in the form of a client engagement letter. You warrant that the release of the subject information will not result in a breach of any applicable Data Protection Laws.

#### **16. Audit Rights.**

Capital Confirmation may, from time to time, conduct various audits of your practices and procedures to determine your compliance with this Agreement. You will reasonably cooperate in all those audits. Capital Confirmation may conduct on-site and/or off-site audits of your facilities as Capital Confirmation determines during normal business hours, and upon reasonable notice.

#### **17. No Warranty.**

WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY APIS, ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES’ RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES OR ANY CONTENT THEREIN. WE MAKE NO WARRANTIES THAT THE WEBSITE OR SERVICE WILL REMAIN AVAILABLE. WE RESERVE THE RIGHT TO DISCONTINUE OR ALTER ANY OR ALL OF THE WEBSITE OR SERVICE, AND TO STOP PUBLISHING OUR WEBSITE OR SERVICE AT ANY TIME AND IN OUR SOLE DISCRETION WITHOUT NOTICE OR EXPLANATION, AND YOU WILL NOT BE ENTITLED TO ANY COMPENSATION OR OTHER PAYMENT UPON THE DISCONTINUANCE OR ALTERATION OF OUR WEBSITE OR SERVICES. FOR THE AVOIDANCE OF ALL DOUBT, WE DO NOT WARRANT, NOR WILL BE RESPONSIBLE FOR, ANY PRODUCTS, SERVICES, FUNCTIONALITY, OR INTERFACES THAT ARE PROVIDED BY YOU OR ANY THIRD PARTY.

## **18. Liability Limit.**

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES, INCLUDING WITHOUT LIMITATION USE OF ANY APIS, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). THE USER SHALL HAVE NO LIABILITY WITH RESPECT TO THE SERVICE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE WITH RESPECT TO THE ACCURACY OR RELIABILITY OF INFORMATION PROVIDED BY THE AUDITOR, WHETHER INPUTTED INTO THE CAPITAL CONFIRMATION WEBSITE OR ANY ASSOCIATED PLATFORMS BY US CAPITAL CONFIRMATION OR BY THE AUDITOR. THE AUDITOR MAINTAINS THE SOLE RESPONSIBILITY AND LIABILITY FOR REVIEWING AND APPROVING THE INFORMATION POPULATED INTO THE CAPITAL CONFIRMATION WEBSITE AND ASSOCIATED PLATFORMS.

OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSOR OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRECEDING THE FIRST DATE ON WHICH SUCH LIABILITY AROSE, OR (B) \$100. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF ANY APIS PROVIDED BY CAPITAL CONFIRMATION SHALL BE FOR CAPITAL CONFIRMATION TO USE COMMERCIALY REASONABLE EFFORTS TO ADJUST OR REPAIR THE NONPERFORMING APIS.

## **19. Fair Credit Reporting Disclosure.**

The parties acknowledge that CCI is not a consumer reporting agency as such term is defined in the federal Fair Credit Reporting Act, 15 U.S.C. 1581 et seq. ("FCRA") and therefore, is not subject to the requirements or provisions of the FCRA. Any reports accessed through the Services or Sites do not constitute consumer reports as such term is defined in the FCRA, and accordingly, such reports may not be used to determine eligibility for credit, employment, insurance underwriting, tenant screening or for any other purpose provided for in the FCRA. CCI makes no representations or warranties as to its compliance or certifications with respect to the Fair Credit Reporting Act or its regulatory requirements. However, other Users, including banking institutions, financial organizations, credit reporting agencies, and other entities with which the User may interact through the Services or Sites may be subject to the Fair Credit Reporting Act. CCI makes no representations or warranties about such other User's compliance or certifications with respect to the Fair Credit Reporting Act or its regulatory

requirements. CCI shall not be deemed a guarantor of the accuracy or completeness of information provided by other Users.

## **20. Indemnity.**

You shall indemnify and hold Capital Confirmation and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees and the financial institutions harmless from any and all third-party claims, losses and damages, liability, and costs, including attorney's fees, against, or incurred by, Capital Confirmation to the extent such claims, damages, liability and costs result directly or indirectly from: (a) your negligence or intentional conduct; (b) your breach of your obligations under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Capital Confirmation's Confirmation.com service or any other such service under this Agreement; (c) any claim that our website or Service or the use thereof infringes upon, misappropriates, or violates any intellectual property rights of any third party, provided that such claim results from or is related to (i) an unauthorized modification of our website or Service; (ii) the combination of the website or Service with software, hardware, or equipment not provided by us if our website or Service alone would not be the subject of such claim; or (iii) your unauthorized use of the website or Service; (d) any data breach suffered by you, your vendor or processor, or by a vendor or processor for Capital Confirmation; or (e) any claim, action, audit, investigation, regulatory action, inquiry, or other proceeding that arises out of or relates to your failure to comply with any applicable laws and regulations in connection with the transfer of personal data to or outside the EU/EEA including any applicable Data Protection Laws.

## **21. Confidentiality.**

You may be given access to our confidential information or confidential information from other authorized Users in relation to your use of our website or Service. Information and knowledge related to the operation and processes of the website and Service are also considered confidential information. You shall hold confidential information in confidence and, unless required by law, not make confidential information available to any third party, or use confidential information for any purpose other than as provided for in using our website or Service. You shall take all reasonable steps to ensure that confidential information to which you have access is not disclosed or distributed by any person in violation of this Agreement. You acknowledge that details of the Service constitute our confidential information.

## **22. Legal Compliance.**

You represents and warrants that you have read, understand and shall comply with all laws, regulations and judicial actions including, but not limited to, the Identity Theft and Assumption Deterrence Act, the Fraud and False Statements Act, the USA Freedom Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-

Bliley Act and the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.), including without limitation, all amendments thereto, and all other applicable federal or state legislation, regulations and judicial actions, as now or as may become effective.

You certify that you will use the service and the information received for no other purpose than is legally permissible. You understand that if the system is used improperly by company personnel, or if its access codes are made available to any unauthorized personnel due to carelessness on the part of you or any other, you may be held responsible for financial losses, fees or monetary charges that may be incurred and that its access privileges may be terminated. You will not obtain, retain, use, or provide access to the Service to an affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any affiliate to which you provide access to the Service, is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Confirmation or the Service, such transactions will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties. Further, the parties represent and warrant that they have read, understand and shall comply with all applicable laws, regulations and judicial actions including, but not limited to, anti-bribery laws, anti-corruption laws, anti-slavery laws, anti-human trafficking, tax laws, any applicable law aimed at preventing the facilitation of criminal behavior.

**23. UK Finance Limited plus any other group company of UK Finance Limited (together the "UKF").**

Nothing in this agreement shall limit the UKF's liability for death or personal injury caused by its negligence or that of its personnel; fraud or fraudulent misrepresentation; or for any other liability which cannot be excluded under English law, even if any other terms of this Agreement would suggest that this might otherwise be the case.

You expressly acknowledge and agree that the UKF: (a) is not a part to this Agreement and is not involved in the design, supply or support of Capital Confirmation Inc's services including the service promoted to UK banks as "UKF Confirmations"; (b) makes no representation or warranty that the services will be adequate or appropriate for you and its requirements and any UKF trademarks or logos present in marketing materials or other documents do not represent and endorsement of the service; (c) shall not be responsible for providing any of the services; and (d) shall have no liability to you whatsoever whether direct or indirect and whether in contract, tort (including negligence), misrepresentation or for any other reason in respect of any of the services provided under this agreement.

**24. No Agency.**

You and Capital Confirmation are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## 25. Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to Capital Confirmation Inc. Attn: Legal Department 610 Opperman Drive, Eagan, MN 55123 (in the case of Capital Confirmation) or to the email address you provide to Capital Confirmation during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Capital Confirmation during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

## 26. Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by Capital Confirmation to collect our fees and/or recover damages for, or obtain an injunction relating to, the Capital Confirmation site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Nashville, Tennessee, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. If you or Capital Confirmation may seek any interim or preliminary relief from a court of competent jurisdiction in Nashville, Tennessee necessary to protect the rights or property of you or Capital Confirmation pending the completion of arbitration, you or Capital Confirmation may file a motion with the court. If you or Capital Confirmation file a motion with the court contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

Have any questions?

Get started

Contact us

## 27. Additional Terms.

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on our site:

CONTACT

Customer Data Processing Addendum:

RESOURCES

<https://www.thomsonreuters.com/content/dam/ewp->

[m/documents/thomsonreuters/en/pdf/gdrp/global-customer-data-processing-](https://www.thomsonreuters.com/content/dam/ewp-)

ABOUT

[addendum.pdf](#)

Privacy Statement:

SECURITY

<https://www.confirmation.com/legal-security-privacy/index.html>

USER AGREEMENTS

Each of these policies may be changed from time to time and are effective immediately after we post the changes on our site, except for the Privacy Statement for which we will provide you with thirty days prior notice. In addition, when using particular services on our site, you agree that you are subject to any posted policies or rules applicable to services you use through our site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

You acknowledge and agree that: (a) members of Capital Confirmation's Group may be retained as sub-processors; and (b) Capital Confirmation and members of Capital Confirmation's Group respectively may engage third-party sub-processors in connection with the provision of the Services. We do not guarantee and shall not be liable for the performance of any sub-processor or sub-contractor.

**28. Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Tennessee, without reference to conflict of laws principles. You further consent to exclusive jurisdiction by the United States District Court for the Middle District of Tennessee.

**29. Assignment.**

You agree that this Agreement and all incorporated agreements may be automatically assigned by Capital Confirmation, in our sole discretion, to a third party in the event of a merger or acquisition. You may not, without our prior written consent, assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under this Agreement.

**30. General.**

We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. English is the official language used for content on the Confirmation.com website. Through the use of a third-party provider Confirmation.com provides its users with limited English proficiency to access information on the site. Translations made through this automated process should not be considered exact particularly in cases of technical and legal terminology. Additionally, some files including graphs, photos and portable document formats (pdfs) cannot be translated through this

process. Capital Confirmation Inc. does not warrant the accuracy or reliability of any information translated by this system and shall not be liable for any losses caused by such reliance on the accuracy or reliability of such information. While every effort is made to ensure the accuracy of the translation, portions may be incorrect. Any person or entity who relies on information obtained from the system does so at his or her own risk. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 2 (Fees and Services) with respect to fees owed for our services, 3.3 (Release), 8.3 (License), 10 (Access and Interference), 18 (Liability Limit), 20 (Indemnity) and 26 (Arbitration) shall survive any termination or expiration of this Agreement.

### **31. Disclosures.**

The services hereunder are offered by Capital Confirmation Inc., located at 610 Opperman Drive, Eagan, MN 55123. Fees for our services are described above in Section 2 (Fees and Services).

### **32. Disputes.**

Disputes between you and Capital Confirmation regarding our services may be reported to Customer Support by mailing us at Capital Confirmation, Customer Support, 610 Opperman Drive, Eagan, MN 55123. We encourage you to report all user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity.

### **33. Your Acceptance of this User Agreement.**

You evidence your acceptance of this User Agreement by clicking on "Accept User Agreement and Add Account" button on the Capital Confirmation website or by using the Confirmation.com service. Such acceptance shall have the same legal effect as your written signature set forth on a written document containing the terms and conditions of this User Agreement.

### **Schedule 1**

*Where applicable as outlined in Section 13 (Privacy & Data Processing) of the User Agreement, Appendix 1 and Appendix 2 to the Standard Contractual Clauses are hereby replaced in their entirety with the following:*

*Appendix 1*

#### **to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

## **Data exporter**

### **The data exporter is (please specify briefly your activities relevant to the transfer):**

The data exporter will export the personal data contained in the client's documentation to the responders via the Confirmation.com platform. Exported data will concern personal data of data exporter's employees with access given to the online platform handled by the data importer. Also, data exporter's client data for the purposes of forwarding data exporter's audit requests to responders by the data importer.

## **Data importer**

### **The data importer is (please specify briefly activities relevant to the transfer):**

Capital Confirmation Inc.

The data importer provides an online venue for digital transaction management, including but not limited to, audit confirmations, accounts receivable/accounts payable confirmations, credit inquiries, employee benefit plan audits and confirmations, and legal confirmations for accounting firms, law firms, banks, and other users. Processed data will concern data exporter's employees for which accounts in the platform handled by the data importer will be created. Also, data exporter's client data for the purposes of forwarding data exporter's audit requests to responders by the data importer.

## **Data subjects**

### **The personal data transferred concern the following categories of data subjects (please specify):**

Data exporter's employees and personal data of data exporter's client's representatives and other subjects mentioned in the documentation, which is sent to the responder

## **Categories of data**

### **The personal data transferred concern the following categories of data (please specify):**

The categories of data are: names, surnames, addresses, account numbers, financial information, PESEL number and other personal data of the subjects mentioned in the documentation sent to the responder. Employees, partners, principals, directors, former employees, former partners, former principals, former directors, new hires, individual contractors and temporary staff of the data exporter, as well as applicants, dependants, contractors / subcontractors, clients, suppliers/vendors of the data exporter

## **Special categories of data (if appropriate)**

Not applicable

**Processing operations**

**The personal data transferred will be subject to the following basic processing activities (please specify):**

The platform Confirmation.com is internet-based system, that allows the data exporter to send documentation to auditors for the needs of the audit. The documentation will be encrypted by the data importer while uploading it to the platform, so the data importer should not get access to the contents of the documentation and personal data contained in the documentation beyond the scope necessary to perform the encryption process.

DATA EXPORTER

Name:.....

Authorised

Signature.....

DATA IMPORTER

Capital Confirmation Inc.

Name:

Authorised

Signature.....

*Appendix 2*

**to the Standard Contractual Clauses**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data Importer has implemented the technical and organisation security measures set out in the Agreements and incorporated herein by reference.

DATA EXPORTER

Name:

Authorised Signature

Capital Confirmation Inc.

Name:

Authorised Signature

Responders of Confirmations



Clients



Law Firms



Asset Verification Users

