

Terms of Use for adversea API

Introduction

These Terms of Use ("Terms") govern your access to and use of the adversea API ("Service"), provided by VENANT ("Company", "we", "us", or "our"), located in Slovakia. By accessing or using the Service, you ("User", "you") agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

Service Description

The adversea API provides adverse media screening, Politically Exposed Persons (PEP) and sanctions checks, Google search results summaries, and various checks including social media, media reports, and business registries. The Service is designed for businesses, including obliged entities as defined by Anti-Money Laundering (AML) legislation, and individuals seeking background checks. Note that the Service's availability and data coverage may vary by country.

Usage

The Service operates on a prepaid model, where each functionality is priced individually. Users are granted a non-exclusive, non-transferable license to integrate the Service's data into their own services and products. Resale of the data obtained from the Service is strictly prohibited.

Changes to Service and Terms

The Company reserves the right to modify the Terms and the Service at any time. Users will be notified of any changes via email. Continued use of the Service after such changes constitutes acceptance of the new Terms.

Disclaimer of Warranties

The Service is provided "as is" and "as available" without any warranties, express or implied. The Company disclaims all warranties to the maximum extent permitted by law.

Limitation of Liability

The Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from the use of or inability to use the Service.

Privacy

Your use of the Service is also governed by our Privacy Policy, available at <https://adversea.com/privacy-policy>.

Contact Information

For support or legal queries, please contact us at info@adversea.com.

Governing Law

These Terms are governed by the laws of Slovakia without regard to its conflict of law provisions.

Agreement

By using the Service, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.

Data Protection and GDPR Compliance

Personal Data Processing

In providing the adversea API Service, VENANT processes personal data in accordance with the General Data Protection Regulation (GDPR) and any other relevant data protection laws applicable in Slovakia and the EU. We are committed to safeguarding the privacy and security of our users' and their clients' information.

Lawful Basis for Processing

We process personal data on the lawful basis of legitimate interest, compliance with legal obligations, and, where applicable, consent obtained from the data subjects. The specific

purposes for processing personal data include, but are not limited to, adverse media screening, PEP and sanctions checks, and other functionalities as described in the Service Description section of these Terms.

Data Subject Rights

Under the GDPR, data subjects have various rights, including the right to access, rectify, erase, restrict processing of their data, the right to data portability, and the right to object to data processing. Data subjects also have the right to lodge a complaint with a supervisory authority if they believe their data is being processed unlawfully.

Data Security

VENANT implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR. We strive to protect the confidentiality, integrity, and availability of personal data processed through the Service.

Data Transfers

Any transfer of personal data outside the European Economic Area (EEA) will be carried out in compliance with Chapter V of the GDPR. VENANT ensures that appropriate safeguards, as required by the GDPR, are in place to protect the personal data irrespective of the country to which it is transferred.

Contact Information for Data Protection Inquiries

For any inquiries or requests regarding data protection and privacy, please contact our Data Protection Officer at gdpr@adversea.com.

Changes to Data Protection Practices

VENANT reserves the right to update our data protection and privacy practices as necessary to comply with legal requirements or to reflect changes in our Service. Users will be notified of any significant changes affecting the processing of personal data.

Our Mission

VENANT is dedicated to enhancing transparency, accountability, and compliance in various sectors and support business in solving their needs. As a nonprofit organization, our primary goal is to serve the public interest by providing essential services, including adverse media screening, PEP and sanctions checks, and related services through the adversesea API.

Use of Funds

Our organization engages in limited commercial activities, such as offering access to the adversesea API on a prepaid model, to support our mission. The funds generated from these services are directly reinvested into our core activities, including research, development, public education, etc, to further our nonprofit objectives.

We are committed to transparency and accountability in how we use our funds. Detailed information about our financial activities, including how the funds are utilized to support our mission, are available upon request to our customers.

Serving the Public

While VENANT charges fees for certain products or services, our organization is committed to serving the public good. Our services, including the adversesea API, are designed to support compliance with AML legislation, enhance public understanding of financial transparency, and background checking of possible business partners. Our aim is to ensure that our services are accessible to a wide range of users, including businesses, researchers, and the general public, to support our mission and contribute to the public interest.

Commercial Activities

The adversesea API, while engaging in limited commercial activities, do not have commercial activity as their primary purpose. We aim to reach a wider audience who can benefit from our services, thereby amplifying our impact in serving the public interest.

Payment Processing

Use of Stripe for Payment Processing

For handling payment transactions related to the adversesea API services, VENANT employs the services of Stripe Payments Europe, Limited (“SPEL”) and Stripe Technology Europe, Limited (“Stripe PSP”). By initiating a payment transaction through our service, you enter into an agreement with SPEL for the use of Stripe's payment processing services. Stripe PSP is involved in this agreement to the extent of providing Authorized Payment Services and acting as a Payment Method Acquirer, as outlined in Section 5.3 of the General Terms of the Stripe Services Agreement.

Prepaid Model

- **Prepaid Transactions:** VENANT operates on a prepaid payment model. This means that users must pay in advance for the use of the adverse API services. The amount required for prepayment will be clearly stated during the transaction process.
- **No Subscriptions:** We do not offer subscription-based billing. All services are accessed on a pay-per-use basis, ensuring transparency and flexibility for our users.
- **Payment Security:** Transactions are encrypted and processed securely by Stripe, offering you robust protection of your financial information. VENANT does not store your credit card details on our systems.
- **Refunds:** Given the nature of our prepaid services, all sales are considered final and non-refundable once access to the service has been granted. Please review your purchase carefully before completing your transaction.
- **Currency:** Transactions are processed in Euros (EUR). Users are responsible for any conversion fees or charges related to currency exchange.

Stripe's Terms and Privacy

Your use of Stripe for payment processing is governed by the terms and conditions and privacy policy of Stripe Payments Europe, Limited, and Stripe Technology Europe, Limited. We encourage you to review Stripe's documentation to understand their practices in handling your payment information. VENANT is not liable for the actions or performance of Stripe or any breaches of financial data that may occur through the Stripe platform.

Changes to Payment Processing

VENANT reserves the right to modify our payment processing provider or terms at any time. Should there be a change, we will update these Terms of Use accordingly and notify users through email or a notification on our website.