

HERMES INTELLIGENCE TERMS OF USE AND PRIVACY POLICY

Last Updated: June 17, 2025

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DEFINITIONS

"Company," "we," "us," or "our" refers to HERMESINTEL OÜ, Registration number: 17171556, Address: Tartu mnt 67/1-13b, 10115, Tallinn, Harju maakond, Eesti Vabariik.

"Services" refers to all data collection, processing, analysis, and delivery services provided by Hermes Intelligence, including but not limited to:

- Live Intelligence and Real-Time Event Monitoring
- Market Intelligence and Research Tools
- Sentiment Analysis and AI Solutions
- Web Data Collection and Web Scraping Services
- Data Products and Custom Data Solutions

"Platform" refers to our website, client portal, APIs, and any software or applications provided by Hermes Intelligence.

"Data Products" refers to processed, structured, and delivered data sets, reports, analyses, and insights provided through our Services.

"User," "you," or "your" refers to any individual or entity accessing or using our Services or Platform.

"Personal Data" has the meaning set forth in the General Data Protection Regulation (EU) 2016/679 ("GDPR").

"Data Subject" refers to an identified or identifiable natural person whose Personal Data is processed.

TERMS OF USE

1. ACCEPTANCE OF TERMS

By accessing or using our Platform or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and our Privacy Policy. If you do not agree to these terms, you must not access or use our Services.

2. DESCRIPTION OF SERVICES

Hermes Intelligence provides real-time data collection, processing, and analysis services including:

2.1 Live Intelligence Services

- Real-time event and risk monitoring
- Market intelligence and competitive analysis
- Custom data feeds and alerts

2.2 AI-Enhanced Solutions

- Sentiment analysis using proprietary AI models
- Natural Language Processing (NLP) services
- Custom AI model development and deployment

2.3 Web Data Collection

- Automated web scraping and data extraction
- Alternative data collection and processing
- Data transformation and structuring services

2.4 Data Products

- Structured datasets across various industries
- Custom reports and analytics
- API access to real-time data streams

3. USER OBLIGATIONS AND RESTRICTIONS

3.1 Permitted Use You may use our Services solely for lawful business purposes in accordance with these Terms.

3.2 Prohibited Uses You agree not to:

- Use our Services for any illegal, harmful, or fraudulent purposes
- Attempt to reverse engineer, decompile, or disassemble our Platform
- Interfere with or disrupt our Services or servers

- Share, resell, or redistribute our Data Products without written consent
- Use our Services to compete directly with Hermes Intelligence
- Violate any applicable laws, regulations, or third-party rights

3.3 Data Usage Compliance You agree to use all data provided through our Services in compliance with:

- All applicable data protection laws, including GDPR
- Industry-specific regulations relevant to your business
- Ethical data usage principles

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Company IP All intellectual property rights in our Platform, Services, and Data Products, including but not limited to software, algorithms, methodologies, and proprietary data, remain the exclusive property of Hermes Intelligence.

User IP – users may mark

4.2 Data Products License Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to use our Data Products solely for your internal business purposes.

4.3 User Content You retain ownership of any data, content, or materials you provide to us, but grant us a license to use such content as necessary to provide our Services.

4.4 User Intellectual Property Protection

4.4.1 Research Ideas and Methodologies You may request intellectual property protection for your specific research ideas, methodologies, analytical frameworks, or proprietary approaches that are implemented through our Services ("User IP"). Such User IP shall remain your exclusive property, and we acknowledge that we act solely as a service provider in implementing your proprietary concepts.

4.4.2 IP Protection Request Process

To request IP protection for your research ideas:

- Submit a written request clearly describing the specific research methodology, analytical approach, or proprietary framework
- Provide detailed documentation of the originality and scope of your intellectual property
- Execute a separate IP Protection Agreement that defines the specific elements to be protected
- We will acknowledge receipt and confirm protection within 15 business days

4.4.3 Implementation Obligations

When implementing User IP under protection:

- We act strictly as a technical service provider and data processor
- We will not use, adapt, or derive from your protected methodologies for other clients
- We will implement appropriate confidentiality measures for your proprietary approaches
- We will not claim any ownership rights in your protected intellectual property
- We will provide implementation services without acquiring rights to the underlying concepts

4.4.4 Confidentiality and Non-Disclosure

For protected User IP, we agree to:

- Maintain strict confidentiality regarding your proprietary methodologies
- Limit access to authorized personnel on a need-to-know basis
- Not disclose your research approaches to third parties without written consent
- Implement technical and organizational measures to protect your IP confidentiality

4.4.5 Limitations and Exclusions

This IP protection does not apply to:

- General data collection or processing techniques that are publicly known
- Standard analytical methods or commonly used algorithms
- Information that becomes publicly available through no fault of ours
- Independently developed methodologies that do not rely on your protected IP
- Legal requirements to disclose information by court order or regulatory mandate

4.4.6 Term and Termination of IP Protection

IP protection agreements remain in effect for the duration specified in the separate IP Protection Agreement, and survive termination of these general Terms of Use. Upon termination of services, we will return or destroy all materials related to your protected IP as specified in the IP Protection Agreement.

5. PAYMENT TERMS

5.1 Fees You agree to pay all fees associated with your use of our Services as specified in your service agreement or as posted on our Platform.

5.2 Payment Methods We accept various payment methods as specified during the ordering process. All payments are due in advance unless otherwise agreed.

5.3 Refunds Refunds are provided only in accordance with our refund policy as communicated at the time of purchase or as required by applicable law.

6. DATA ACCURACY AND DISCLAIMERS

6.1 Data Accuracy While we strive to provide accurate and up-to-date data, we do not guarantee the accuracy, completeness, or reliability of any data or information provided through our Services.

6.2 Service Availability We aim to provide continuous service availability but do not guarantee uninterrupted access to our Platform or Services.

6.3 Third-Party Data Our Services may include data collected from third-party sources. We are not responsible for the accuracy or reliability of third-party data.

7. LIMITATION OF LIABILITY

7.1 Liability Cap To the maximum extent permitted by law, our total liability to you for any claims arising from or related to these Terms or our Services shall not exceed the amount paid by you to us in the twelve (12) months preceding the claim.

7.2 Excluded Damages We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities.

7.3 Essential Purpose These liability limitations apply even if any limited remedy fails of its essential purpose.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Hermes Intelligence and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of our Services
- Your violation of these Terms
- Your violation of any third-party rights
- Your violation of applicable laws or regulations

9. TERMINATION

9.1 Termination by Either Party Either party may terminate these Terms at any time with written notice to the other party.

9.2 Effect of Termination Upon termination, your right to access and use our Services will immediately cease, and you must delete or return all Data Products in your possession.

9.3 Survival The following sections shall survive termination: Intellectual Property Rights, Limitation of Liability, Indemnification, and Governing Law.

10. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of Estonia. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Estonia.

11. CHANGES TO TERMS

We reserve the right to modify these Terms at any time. We will notify you of material changes through our Platform or via email. Your continued use of our Services after such changes constitutes acceptance of the modified Terms.

PRIVACY POLICY

1. INTRODUCTION

This Privacy Policy explains how HERMESINTEL OÜ ("we," "us," or "our") collects, uses, processes, and protects your personal information in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and other applicable privacy laws.

2. DATA CONTROLLER INFORMATION

Data Controller: HERMESINTEL OÜ

Registration Number: 17171556

Address: Tartu mnt 67/1-13b, 10115, Tallinn, Harju maakond, Eesti Vabariik

Email: info@hermesintelligence.com

Phone: +44 203 576 1173

3. PERSONAL DATA WE COLLECT

3.1 Information You Provide

- Contact information (name, email, phone number)
- Company information and business details
- Account credentials and preferences
- Payment and billing information
- Communications and support requests

3.2 Information We Collect Automatically

- Website usage data and analytics
- Device and browser information
- IP addresses and location data
- Cookies and similar tracking technologies

3.3 Information from Third Parties

- Publicly available business information
- Data from our business partners and service providers
- Information necessary to provide our Services

4. LAWFUL BASIS FOR PROCESSING

We process your personal data based on the following lawful bases under GDPR:

4.1 Contractual Necessity (Article 6(1)(b))

- To provide our Services and fulfill our contractual obligations
- To process payments and manage billing
- To communicate about your account and services

4.2 Legitimate Interests (Article 6(1)(f))

- To improve our Services and develop new features
- To conduct business analytics and market research
- To prevent fraud and ensure security
- To send marketing communications (where legally permitted)

4.3 Legal Compliance (Article 6(1)(c))

- To comply with applicable laws and regulations
- To respond to legal requests and government inquiries
- To maintain records as required by law

4.4 Consent (Article 6(1)(a))

- Where we have obtained your explicit consent
- For marketing communications where required by law
- For cookies and similar tracking technologies

5. HOW WE USE YOUR PERSONAL DATA

5.1 Service Provision

- Delivering our data products and services
- Managing your account and providing customer support
- Processing payments and managing billing
- Customizing services to your needs

5.2 Business Operations

- Improving our Services and Platform
- Conducting research and analytics
- Preventing fraud and maintaining security
- Complying with legal obligations

5.3 Marketing and Communications

- Sending service-related communications
- Providing marketing materials (with appropriate consent)
- Conducting customer surveys and research

6. DATA SHARING AND TRANSFERS

6.1 Third-Party Service Providers We may share your personal data with trusted service providers who assist us in:

- Payment processing and billing
- Cloud hosting and data storage
- Customer relationship management
- Analytics and marketing services

6.2 Legal Requirements We may disclose your personal data when required by law, court order, or government request.

6.3 Business Transfers In the event of a merger, acquisition, or sale of assets, your personal data may be transferred to the acquiring entity.

6.4 International Transfers When transferring personal data outside the EU/EEA, we ensure appropriate safeguards are in place, including:

- Adequacy decisions by the European Commission
- Standard Contractual Clauses (SCCs)
- Binding Corporate Rules (BCRs)
- Other approved transfer mechanisms

7. DATA RETENTION

We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, including:

- Duration of our contractual relationship
- Legal retention requirements
- Legitimate business needs

Specific retention periods:

- Account information: Duration of account plus 7 years
- Transaction records: 7 years from transaction date
- Marketing communications: Until you opt-out or 3 years of inactivity

- Website analytics: 26 months from collection

8. DATA SECURITY

We implement appropriate technical and organizational measures to protect your personal data, including:

- Encryption of data in transit and at rest
- Access controls and authentication systems
- Regular security assessments and updates
- Employee training on data protection
- Incident response procedures

9. YOUR RIGHTS UNDER GDPR

You have the following rights regarding your personal data:

9.1 Right of Access (Article 15) Request access to your personal data and information about how we process it.

9.2 Right to Rectification (Article 16) Request correction of inaccurate or incomplete personal data.

9.3 Right to Erasure (Article 17) Request deletion of your personal data under certain circumstances.

9.4 Right to Restrict Processing (Article 18) Request limitation of processing in certain situations.

9.5 Right to Data Portability (Article 20) Request transfer of your personal data to another controller.

9.6 Right to Object (Article 21) Object to processing based on legitimate interests or for direct marketing.

9.7 Right to Withdraw Consent (Article 7(3)) Withdraw consent where processing is based on consent.

9.8 Right to Lodge a Complaint (Article 77) File a complaint with a supervisory authority if you believe your rights have been violated.

10. EXERCISING YOUR RIGHTS

To exercise your rights, please contact us at:

- Email: info@hermesintelligence.com
- Phone: +44 203 576 1173
- Address: Tartu mnt 67/1-13b, 10115, Tallinn, Harju maakond, Eesti Vabariik

We will respond to your request within one month, unless the request is complex or we receive multiple requests, in which case we may extend the response time by up to two additional months.

11. COOKIES AND TRACKING TECHNOLOGIES

11.1 What Are Cookies Cookies are small text files stored on your device when you visit our website.

11.2 Types of Cookies We Use

- Essential cookies: Necessary for website functionality
- Analytics cookies: Help us understand website usage
- Marketing cookies: Used for targeted advertising (with consent)

11.3 Managing Cookies You can control cookies through your browser settings or by using our cookie consent tool.

12. CHILDREN'S PRIVACY

Our Services are not directed to children under 16 years of age. We do not knowingly collect personal data from children under 16. If you believe we have collected personal data from a child under 16, please contact us immediately.

13. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. We will notify you of material changes through our Platform or via email. The updated policy will be effective upon posting.

14. DATA PROTECTION OFFICER

If you have questions about this Privacy Policy or our data processing practices, you may contact our Data Protection Officer at:

- Email: tech@hermesintelligence.com
- Address: Tartu mnt 67/1-13b, 10115, Tallinn, Harju maakond, Eesti Vabariik

CONTACT INFORMATION

For questions about these Terms of Use or Privacy Policy, please contact us:

HERMESINTEL OÜ

Registration Number: 17171556

Address: Tartu mnt 67/1-13b, 10115, Tallinn, Harju maakond, Eesti Vabariik

Email: info@hermesintelligence.com

Phone (International): +44 203 576 1173

Phone (United Kingdom): (020) 3576 1173

Data Protection Officer

Email: tech@hermesintelligence.com

Supervisory Authority

Estonian Data Protection Inspectorate

Website: www.aki.ee

Email: info@aki.ee

This document was last updated on June 17, 2025. Please review these terms regularly as they may be updated from time to time.