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**Version 2.0, Effective Date: 1 November 2026**

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**(a)** have been lost, disclosed or compromised;

**(b)** have been shared or transferred without authorisation;

**(c)** were obtained fraudulently or through unauthorised means;

**(d)** are being used in breach of this EULA;

**(e)** present a security, fraud, licensing-integrity or operational risk; or

**(f)** are associated with an expired, suspended, terminated, refunded, charged-back, reversed or otherwise invalid license or access entitlement.

Where an action under this paragraph restricts access, it will be handled in accordance with Section 7.

ACC may require reasonable evidence of identity, authority and entitlement before changing a Registered Email Address, replacing Credentials, transferring information associated with an account or restoring access. ACC is not required to make a requested change or restore access where the evidence provided is insufficient or inconsistent, or where doing so would create a material security, fraud, legal-compliance, entitlement or unauthorised-transfer risk.

ACC may require the use of reasonable authentication or security measures as a condition of continued access.

Where ACC replaces, changes, disables or revokes Credentials, any previously issued Credentials may cease to function and ACC is not required to restore or continue accepting them.

**5.5 Permitted Use and Restrictions**

Access to Online Services and use of ACC Data and Downloadable Materials are permitted only by the Named User, whether for personal or professional purposes, within the scope and duration of the applicable license or access entitlement and in accordance with this EULA and the applicable product-specific terms.

Neither You nor the Named User may, directly or indirectly, do or attempt to do, or permit, enable, encourage or assist another person to do, any of the following:

**(a)** circumvent, disable, avoid, evade, defeat, bypass, tamper with or interfere with any access control, authentication requirement, security feature, technological protection measure, query or download limit, rate limit, territory restriction or other access or usage restriction;

**(b)** extract, scrape, harvest, crawl, index, mirror, collect, copy, query, cache or otherwise obtain ACC Data, whether manually or by using an automated system, script, software, bot, agent, application programming interface or other method, except through the ordinary functions expressly made available by the Software or Online Service and solely for the Named User's permitted use under this EULA;

**(c)** reproduce, republish, upload, post, transmit, host, give, distribute, disclose, share, transfer, sell, resell, rent, lease, lend, sublicense or otherwise make available to another person any Downloadable Materials or database download, in whole or in part, or any substantial part of other ACC Data, whether in its original form or in any converted, extracted, translated, derived, inferred, compiled, modified or other form, except as expressly permitted by this EULA or authorised by ACC in writing;

**(d)** repeatedly or systematically extract, copy, query, record, capture, reuse or make available insubstantial parts of ACC Data where the cumulative purpose or effect is to reconstruct, derive, create, populate or maintain a database, dataset, opening book, collection, product or service; avoid an applicable access or usage restriction; or materially harm the normal operation or commercial value of a HIARCS Product or Service or ACC Data;

**(e)** reconstruct, derive, infer, aggregate or attempt to reconstruct, derive, infer or aggregate ACC Data through systematic queries, outputs, screenshots, recordings, logs, observations, comparisons or other means;

**(f)** use ACC Data or any material derived from ACC Data to create, develop, populate, enhance, maintain or operate any competing or substitute database, opening book, Online Service, application programming interface, software product, dataset, data product or data service, whether commercial or non-commercial;

**(g)** conduct text and data mining on ACC Data or Downloadable Materials, or use ACC Data or Downloadable Materials as a dataset, source or other input for the purpose of training, fine-tuning, grounding, retrieval, evaluating, benchmarking, testing, validating, improving, operating or otherwise developing any machine-learning or artificial-intelligence model, system, service or dataset, except where expressly authorised by ACC in writing;

**(h)** probe, scan or test the vulnerability, security, capacity or resilience of the HIARCS Chess Server, an Online Service or any related system or infrastructure without ACC's prior written authorisation;

**(i)** introduce, upload or transmit malware, harmful code, excessive, abusive or unauthorised automated requests or other material intended or reasonably likely to damage, disrupt, degrade, overload or compromise an Online Service, the HIARCS Chess Server or any related system or infrastructure;

**(j)** interfere with, disrupt or adversely affect another user's access to or use of an Online Service;

**(k)** access or use an Online Service or ACC Data through an application, client, interface, method or system that has not been made available or authorised by ACC.

For the avoidance of doubt, ACC expressly reserves its rights in relation to text and data mining and the use of ACC Data and Downloadable Materials for machine-learning and artificial-intelligence purposes.

The restrictions in this Section apply to the fullest extent legally enforceable. A restriction will be disapplied only to the extent that mandatory law makes that restriction unenforceable in relation to the particular act concerned.

These restrictions do not prevent the reasonable, incidental and non-systematic display of individual positions, games, analysis or limited extracts in chess coaching, educational content, reviews, demonstrations, live streams or recorded videos, provided that:

**(i)** the amount and frequency displayed are reasonably necessary for the permitted purpose;

**(ii)** the relevant HIARCS product or source is reasonably identified;

**(iii)** the underlying ACC Data, database download, Downloadable Materials or Online Service is not distributed or made available for access or use by another person;

**(iv)** the display does not enable another person to reconstruct or derive a substantial part of ACC Data or create a substitute database, opening book, dataset, product or service; and

**(v)** the display otherwise complies with Sections 1 and 3.

For clarity, You and the Named User must not make Downloadable Materials or ACC Data available to another person through a website, server, shared cloud-storage location, file-sharing service, peer-to-peer network, online repository, forum, email, messaging service, application programming interface or any other public or private distribution method.

This does not prevent the Named User from making reasonable private backup copies of Downloadable Materials lawfully downloaded under this EULA, including through a secure backup provider, provided that those copies are not shared or made available for access or use by another person and are retained and used only by the Named User in accordance with this EULA.

**5.6 Availability, Technical Requirements and Changes**

Access to Online Services may require an internet connection and a compatible and supported version of the Software, web browser, mobile application, operating system, client or other access method made available or authorised by ACC.

You are responsible for providing and maintaining a suitable internet connection and for configuring Your devices, operating system, network and third-party software to permit the authorised communication reasonably required by the Online Service. Access may be prevented or impaired by firewall settings, antivirus or internet-security software, endpoint-security controls, VPNs, proxy servers, routers, DNS or content filtering, network permissions, institutional or corporate network policies, or other hardware, software or services outside ACC's control. ACC is not responsible for any failure, interruption or impairment of access to the extent caused by any such configuration, restriction, incompatibility or third-party product or service.

ACC may require the installation of reasonable updates or security, compatibility or authentication measures and may cease supporting obsolete or insecure versions, clients, systems or access methods. ACC may block or restrict access from an unsupported, modified or unauthorised version, client, device or access method where reasonably necessary to protect security, compatibility, service integrity or compliance with this EULA.

ACC may introduce, vary and enforce reasonable technical and usage limits, including query, download, storage, file-size, bandwidth, concurrency and rate limits, for the purposes of maintaining performance, security, availability, fair use and the commercial integrity of a HIARCS Product or Service.

The availability of Online Services depends on the continuing operation of the HIARCS Chess Server, internet and communications networks and relevant third-party infrastructure and services.

ACC does not guarantee uninterrupted, continuous or error-free access to an Online Service or that all security threats, vulnerabilities or incidents can be prevented. Online Services may be temporarily unavailable because of planned or emergency maintenance, updates, upgrades, technical problems, security incidents, excessive demand, misuse, third-party acts or failures, internet or infrastructure failures, or circumstances beyond ACC's reasonable control.

ACC may modify, replace, restrict, suspend or discontinue an Online Service, feature, functionality, content, data source, client, interface, access method or supported integration where reasonably necessary:

**(a)** for technical, security, legal, regulatory or operational reasons;

**(b)** to address abuse, fraud, infringement or a threat to ACC, its licensors, service providers or users;

**(c)** to maintain or improve security, compatibility, performance, functionality or service integrity;

**(d)** because of changes to third-party technology, infrastructure, content, licensing or services;

**(e)** because continued provision is no longer technically or economically viable; or

**(f)** to develop, maintain, update, improve, migrate or replace the applicable HIARCS Product or Service.

A modification made by ACC to an Online Service during a current paid Access Term under this Section will not, by itself, impose an additional charge for the remainder of that Access Term unless You expressly agree to that charge.

Where reasonably practicable, ACC will give reasonable advance notice of a material adverse change or permanent discontinuation. Notice may be provided through the affected Software or Online Service, through Your account, to the Registered Email Address, or by a prominent notice on an applicable ACC or HIARCS website. Where applicable mandatory law requires notice by a particular method or on a durable medium, ACC will provide notice as required by that law.

Advance notice may not be possible where urgent action is reasonably necessary for security, legal, regulatory, fraud-prevention, operational or technical reasons.

Where a modification, replacement, restriction, suspension or discontinuation by ACC materially and adversely affects a separately purchased Online Service before the end of a prepaid Access Term, for reasons not arising from Your or the Named User's breach or misuse, or from Your devices, systems, software, network, internet connection or other circumstances for which ACC is not responsible, ACC will, as it reasonably considers appropriate in the circumstances, provide or arrange:

**(i)** a reasonable replacement service;

**(ii)** a reasonable extension of access; or

**(iii)** a proportionate refund of the amount paid for the affected Online Service attributable to the materially affected remainder of the Access Term.

Temporary or immaterial interruptions, planned or emergency maintenance, required updates, and changes that do not materially reduce the purchased scope of the separately purchased Online Service do not create a contractual right under this Section to an extension, credit or refund.

Nothing in this Section 5.6 excludes, restricts or limits any right or remedy concerning a modification, suspension or discontinuation that cannot lawfully be excluded, restricted or limited.

### 5.7 Online Access, Download Availability and Continued Use

ACC Data made available solely for on-demand access through an Online Service is not provided as a permanent download and may be accessed and used only while the applicable license or access entitlement remains active.

Temporary browser, application or system caching arising from ordinary permitted use does not make that data Downloadable Materials or create any right to retain, extract or use it after access ends.

Downloadable Materials may be downloaded only during the applicable Access Term or other download period stated at or before purchase and may be confirmed in the applicable order confirmation, license-delivery email or accompanying documentation. When that period expires, access to the applicable download facility and any entitlement to obtain or re-download those Downloadable Materials ends automatically.

Following normal expiry of the applicable Access Term or download period, the Named User may continue to use copies of Downloadable Materials actually and lawfully downloaded under the applicable license or access entitlement before expiry.

That continued use remains subject to this EULA and the applicable product-specific terms and does not include any right to distribute, share, resell, republish or otherwise make the Downloadable Materials available to another person.

Continued local use of lawfully downloaded Downloadable Materials does not require continued access to the relevant Online Service unless the applicable product-specific terms expressly state otherwise.

Expiry does not entitle the Named User to obtain updates, support, corrections, replacements, newer versions or additional materials.

After the applicable Access Term or download period has ended, ACC has no contractual obligation to retain, recover, restore or make the Downloadable Materials available for download or re-download. You are responsible for obtaining the Downloadable Materials within the applicable period and maintaining permitted backup copies where reasonably practicable.

Failure by You or the Named User to download or retain the Downloadable Materials during the applicable period does not extend that period or create a right to obtain or re-download them after it ends.

Where the relevant license or access entitlement is terminated rather than normally expiring, any continued-use permission under this Section ceases to apply to the extent required by Section 7.4. You and the Named User must cease use and delete copies where Section 7.4 requires this.

### 5.8 Product-Specific Terms

Where applicable, the content, scope, duration, commencement date or method of determining the commencement date, renewal basis, technical or usage limits, download availability and other product-specific conditions for a separately purchased Online Service or Downloadable Materials will be stated at or before purchase and may be confirmed in the applicable order confirmation, license-delivery email or other accompanying record.

Where an applicable product-specific term expressly states a condition that differs from this Section 5, that product-specific term will apply only to the affected Online Service, ACC Data or Downloadable Materials and only to the extent of the expressly stated difference.

**Except for an express difference under the preceding paragraph, a product-specific term does not modify this EULA or expand the rights granted under it beyond the express scope of that term. This EULA continues to apply in all other respects.**

## 6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

### 6.1 Disclaimer of Warranties

Nothing in this Section 6 excludes, restricts or limits any liability, right or remedy that cannot lawfully be excluded, restricted or limited.

Except for obligations expressly stated in this EULA or the applicable product-specific terms, ACC does not guarantee that the Software, the HIARCS Chess Server, an Online Service or ACC Data will:

**(a)** operate continuously or without interruption, delay, error or security vulnerability;

**(b)** be completely secure or free from every defect, or that every defect will be identified or corrected;

**(c)** remain compatible with any hardware, operating system, browser, application, service, network, client, access method or file format, including any later version or release of any of them, that ACC has not expressly identified as supported;

**(d)** satisfy every individual requirement, expectation or purpose that ACC has not expressly agreed to support;

**(e)** remain available where availability depends on internet or communications networks, third-party systems or infrastructure, Your equipment or configuration, or circumstances outside ACC's reasonable control; or

**(f)** continue to support obsolete or unsupported Software versions, operating systems, devices, applications, clients or access methods.

ACC does not guarantee that ACC Data, Downloadable Materials, chess-engine evaluations, opening-book recommendations, annotations, analysis, metadata or other content or output will always be complete, current, accurate or free from errors, unless a particular characteristic is expressly guaranteed by ACC in the applicable product-specific terms.

Chess-engine evaluations, opening-book recommendations and other analysis or output may vary according to the Software version, engine settings, hardware, available processing time, ACC Data, position and other relevant circumstances.

The Software, Online Services and ACC Data and Downloadable Materials are tools intended to assist chess play, analysis, preparation, coaching, education and content creation. The Named User remains responsible for reviewing and evaluating any output before relying on it, teaching from it, publishing it or using it professionally.

ACC does not guarantee any particular playing result, rating improvement, tournament result, coaching or educational outcome, audience, revenue, commercial result or other personal or professional outcome.

You are responsible for maintaining reasonable backup copies of Your own games, databases, annotations, settings and other important data, and permitted backup copies of Downloadable Materials, where backup is reasonably practicable and permitted under this EULA.

**WHERE YOU ARE A CONSUMER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE FIRST PARAGRAPH OF THIS SECTION 6.1, THE SOFTWARE, ONLINE SERVICES, ACC DATA AND DOWNLOADABLE MATERIALS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". ACC DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, CONDITIONS AND OTHER TERMS NOT EXPRESSLY STATED IN THIS EULA OR THE APPLICABLE PRODUCT-SPECIFIC TERMS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT, IN EACH CASE TO THE EXTENT THAT IT MAY LAWFULLY BE EXCLUDED.**

**Where You are a Business User, the Software, Online Services, ACC Data and Downloadable Materials are provided "as is", "as available" and "with all faults". ACC excludes all warranties, conditions and other terms not expressly stated in this EULA or the applicable product-specific terms, whether implied by statute, common law, course of dealing, usage of trade or otherwise, including terms concerning satisfactory quality, quality, performance, merchantability, fitness for a particular purpose, compatibility, accuracy, quiet enjoyment and non-infringement, in each case to the fullest extent permitted by applicable law.**

**Support and advice**

Except to the extent that applicable law provides otherwise, no technical support, troubleshooting assistance, recommendation, information or advice provided by ACC, its employees or agents creates any additional warranty, guarantee or contractual commitment beyond those expressly stated in this EULA or the applicable product-specific terms, unless expressly agreed in writing by an authorised representative of ACC.

**6.2 Limitation of Liability**

The identification or exclusion of any category of loss, damage or remedy in this Section does not acknowledge or imply that it would otherwise be recoverable.

**6.2.1 Excluded Causes**

Subject to Section 6.1 and to the fullest extent permitted by applicable law, ACC will not be liable to the extent that any loss, damage, failure, interruption or inability to access or use a HIARCS Product or Service or Downloadable Materials is caused by or results from:

**(a)** use of the Software, an Online Service, ACC Data or Downloadable Materials in breach of this EULA or applicable product-specific terms;

**(b)** any unauthorised or unsupported alteration, combination, installation, configuration, access method or use;

**(c)** Your hardware, operating system, internet connection, network configuration, firewall, antivirus or internet-security software, endpoint-security controls, VPN, proxy server, router, DNS or content filtering, access permissions, corporate or institutional network policy, or any other third-party hardware, software, network, connection, service or configuration outside ACC's reasonable control;

**(d)** failure to satisfy any system, compatibility, internet, security or other technical requirement disclosed by ACC;

**(e)** failure to install an update that ACC made available and reasonably identified as necessary for security, compatibility or continued operation;

**(f)** inaccurate, incomplete, corrupted or incompatible information, files, instructions or data supplied by You, the Named User, a person acting on Your or the Named User's behalf, or a third party outside ACC's reasonable control;

**(g)** loss, disclosure, compromise or unauthorised use of Credentials resulting from a failure by You or the Named User to keep them reasonably confidential and secure;

**(h)** failure to follow reasonable instructions, diagnostic steps, corrective measures or workarounds provided by ACC where doing so could reasonably have avoided or reduced the loss;

**(i)** failure to maintain reasonable backup copies of data or Downloadable Materials where backup was reasonably practicable and permitted under this EULA; or

**(j)** an act or omission of an authorised merchant of record or reseller concerning payment processing, invoicing, taxation, currency conversion, cancellation, refund processing or another element of the purchase transaction for which that merchant or reseller is responsible.

**6.2.2 Consumers**

Where You are a Consumer, ACC will not be liable for any loss or damage that was not reasonably foreseeable when the applicable contract was entered into.

ACC will not be liable for business or professional losses arising from a Consumer contract, including loss of profits, revenue, business, commercial opportunity, anticipated savings, reputation, goodwill or business interruption.

To the maximum extent permitted by applicable law, ACC will not be liable to a Consumer for any indirect, incidental, special, consequential, punitive or exemplary loss or damage.

To the maximum extent permitted by applicable law, ACC's total aggregate monetary liability to a Consumer for all claims arising out of or relating to an affected HIARCS Product or Service, Downloadable Materials, Maintenance Entitlement, applicable order or this EULA will not exceed the amount actually paid under the applicable order for the affected product, service, Downloadable Materials or Maintenance Entitlement.

Subject to Section 6.1, the exclusions and limitations in this Section 6.2.2 apply to the maximum extent permitted by applicable law regardless of whether a claim is based in contract, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, restitution or otherwise, and whether or not ACC was advised that the relevant loss or damage might occur.

Nothing in these limitations affects any liability, right or remedy that cannot lawfully be excluded, restricted or limited under the first paragraph of Section 6.1.

**6.2.3 Business Users**

Where You are a Business User:

**(a)** ACC will not be liable for any indirect, incidental, special, consequential, punitive or exemplary loss or damage;

**(b)** ACC will not be liable for loss of profits, revenue, sales, business, contracts, anticipated savings, commercial opportunity, loss of use or production, reputation or goodwill, business interruption, management time, or loss, corruption or restoration of data, whether direct or indirect; and

**(c)** ACC's total aggregate liability to You, the Named User and any person claiming through either of You for all claims arising out of or relating to the affected Software, Online Service, ACC Data, Downloadable Materials, Maintenance Entitlement, applicable order or this EULA will not exceed:

**(i)** for Software or Downloadable Materials, including any Maintenance Entitlement included with the affected product, the amount actually paid under the applicable order for that affected product, excluding VAT, sales or similar taxes, currency-conversion charges, optional services and other third-party charges;

**(ii)** for a separately purchased Maintenance Entitlement, the amount actually paid for the Maintenance Term during which the first event giving rise to the claim occurred, excluding VAT, sales or similar taxes, currency-conversion charges, optional services and other third-party charges; or

**(iii)** for a separately purchased Online Service, the amount actually paid for the affected Online Service for the Access Term during which the first event giving rise to the claim occurred, excluding VAT, sales or similar taxes, currency-conversion charges, optional services and other third-party charges.

The applicable liability cap is an aggregate cap and not a separate cap for each claim, claimant, Named User, device, installation, activation, copy, event or legal basis.

Any refund, credit or other monetary amount paid or credited by ACC in respect of the relevant matter will count towards and reduce the applicable liability cap. A non-monetary remedy will reduce the cap only where its value is expressly agreed in writing as part of resolving the relevant matter.

All claims arising from the same event, circumstance or cause, or from a series of connected events, circumstances or causes, will be treated as a single claim arising on the date of the first such event for the purpose of applying the exclusions and liability cap.

Subject to Section 6.1, the exclusions and limitations in this Section apply to the fullest extent permitted by applicable law regardless of whether a claim is based in contract, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, restitution or otherwise, and whether or not ACC was advised that the relevant loss or damage might occur.

#### 6.2.4 Minimum Disapplication

Where a particular exclusion or limitation in this Section is invalid or unenforceable, whether generally or in relation to a particular person, claim, liability or circumstance, that exclusion or limitation will be restricted or disapplied only to the minimum extent necessary and only in relation to the affected person, claim, liability or circumstance.

The remaining exclusions and limitations, and the application of the affected provision in all other circumstances, will continue in full force and effect.

#### 6.2.5 Protected Persons

Where You are a Business User, the exclusions, limitations and liability caps in this Section 6 apply, to the fullest extent permitted by applicable law, for the benefit of ACC and its directors, officers, employees, agents, contractors, licensors and service providers in respect of claims arising out of or relating to their involvement in the provision, licensing, operation, support or availability of a HIARCS Product or Service.

Each such person may enforce this Section 6.2.5 and the exclusions, limitations and liability caps referred to in it pursuant to the Contracts (Rights of Third Parties) Act 1999. This does not give any such person any right to enforce any other provision of this EULA except where this EULA expressly provides otherwise.

For the avoidance of doubt, any applicable liability cap under this Section 6 is a single aggregate cap shared between ACC and all persons protected by this Section 6.2.5 collectively and is not increased by bringing claims against more than one of them.

## 7. TERMINATION AND SUSPENSION

### 7.1 Voluntary Termination by You

You may terminate Your rights under an affected Software license or access entitlement at any time by permanently ceasing all use of the affected Software, Online Services, ACC Data and Downloadable Materials and uninstalling or deleting all copies that You are no longer entitled to retain under this EULA.

Voluntary termination does not cancel, rescind or otherwise unwind the original purchase transaction, cancel or reduce any payment obligation already incurred, or create any contractual entitlement under this EULA to a refund, credit or compensation. Any cancellation, withdrawal or refund under the applicable purchase terms or applicable law remains governed by those terms or that law.

Termination of one Software license, Online Service or access entitlement does not terminate or otherwise affect any other license, order or access entitlement unless that other license or entitlement is separately terminated.

**7.2 Temporary Suspension or Restriction**

ACC may temporarily suspend or restrict an affected license, access entitlement, account, License Code, activation, Credentials, ACC Data or Downloadable Materials entitlement, download entitlement or access to an Online Service where ACC reasonably believes that suspension or restriction is necessary to:

**(a)** investigate, prevent or stop unauthorised, fraudulent or abusive use, use exceeding an applicable usage restriction, or use that materially threatens the operation, security or integrity of the affected product or service;

**(b)** investigate suspected sharing, disclosure, loss, compromise or misuse of a License Name, License Code, account or other Credentials;

**(c)** protect the security, integrity, availability, licensing integrity or commercial value of the Software, the HIARCS Chess Server, an Online Service, ACC Data, Downloadable Materials or related systems and infrastructure against unauthorised access, use or exploitation;

**(d)** prevent reasonably foreseeable harm or loss to ACC, its licensors, service providers or another user;

**(e)** investigate or prevent a suspected material breach of this EULA;

**(f)** investigate or give effect to a refund request, disputed payment, pending chargeback, reversal, withholding of funds or other actual or proposed withdrawal of payment relating to the affected product or service; or

**(g)** comply with law, a court order, regulatory requirement or other legally binding requirement.

Where payment for an affected product or service is subject to a dispute, pending chargeback, provisional reversal, withholding of funds or other payment-withdrawal process, ACC may suspend the affected license or access entitlement immediately and without prior notice while the payment status is investigated or resolved. A completed refund, valid chargeback, reversal or other withdrawal of payment may result in immediate termination under Section 7.3.

ACC may require reasonable verification, security or remedial steps as a condition of restoring suspended or restricted access, including verification of identity or entitlement, replacement or resetting of Credentials, installation of a required security or compatibility update, or cessation of the activity giving rise to the suspension.

Where reasonably practicable, ACC will limit a suspension or restriction to the product, license, activation, account, Credentials, download entitlement or Online Service affected by the relevant circumstances. The suspension or restriction will continue only for as long as reasonably necessary for the relevant purpose.

ACC will give You reasonable notice of the suspension or restriction and its general reason where reasonably practicable and lawful. Advance notice may not be provided where urgent action is reasonably necessary for legal, security, fraud-prevention, payment-protection, operational or technical reasons. Where reasonably practicable and lawful, ACC will provide notice afterwards.

Where ACC determines that the suspension resulted from a breach of this EULA by You or the Named User, any applicable License Term, Maintenance Term or Access Term will continue to run during the suspension and the suspension does not create any contractual entitlement under this EULA to a refund, credit or extension.

Where ACC determines that the grounds for suspension no longer apply and the applicable payment remains valid, ACC will restore the affected access as soon as reasonably practicable, subject to completion of any reasonable verification, security or remedial steps and provided that no other ground for suspension or restriction under this EULA applies.

A suspension or restriction imposed in accordance with this Section does not, by itself, constitute a termination or breach of this EULA by ACC.

**7.3 Termination by ACC**

ACC may terminate an affected Software license, Online Service, ACC Data or Downloadable Materials license or entitlement, download entitlement, account or other access entitlement where:

**(a)** You or the Named User commits a material breach of this EULA that is capable of remedy and the breach is not remedied within fourteen days after ACC notifies You of the breach and the action reasonably required to remedy it;
A remedy period under paragraph (a) does not prevent ACC from suspending or restricting the affected license, account, Credentials or access entitlement under Section 7.2 while the breach is being remedied.

**(b)** You or the Named User commits a material breach that is incapable of remedy or a serious material breach that reasonably justifies immediate termination, including, without limitation:

**(i)** fraudulent or unauthorised acquisition or use of a license, product or access entitlement;

**(ii)** circumvention, bypassing or defeat of an activation system, technological protection measure, access control, security measure or usage restriction;

**(iii)** unauthorised copying, extraction, distribution, uploading, hosting, resale or other provision of the Software, Downloadable Materials or ACC Data to another person;

**(iv)** unauthorised sale, publication, disclosure, transfer or sharing of a License Name, License Code, account or other Credentials;

**(v)** interference with the operation, availability or security of the Software, the HIARCS Chess Server, an Online Service or related systems or infrastructure;

**(vi)** systematic or repeated extraction, scraping, copying, querying or reconstruction of ACC Data in breach of Section 5.5;

**(vii)** use of ACC Data or Downloadable Materials in breach of Section 5.5(f);

**(viii)** text and data mining of, or use of ACC Data or Downloadable Materials for machine-learning or artificial-intelligence purposes in breach of Section 5.5(g); or

**(ix)** a repeated material breach after ACC has previously notified You of the same or a substantially similar breach;

**(c)** termination is reasonably necessary for ACC to comply with applicable export-control, sanctions, trade-control or other legal requirements;

**(d)** payment for the affected product or service is refunded in full by ACC or an authorised merchant of record or reseller, including at Your request, or is validly charged back, reversed or otherwise withdrawn; or

**(e)** ACC reasonably determines, following investigation, that the affected license, account, Credentials or access entitlement was obtained or is being used fraudulently or without authorisation.

Termination under paragraph (a) will take effect when the stated remedy period expires without the breach having been remedied to ACC's reasonable satisfaction.

Termination under paragraphs (b), (c), (d) or (e) may take effect immediately. ACC is not required first to suspend or restrict the affected license, account or access entitlement under Section 7.2 before exercising a right of termination under this Section.

Where paragraph (d) applies, ACC may immediately terminate the affected license or access entitlement and deactivate the associated License Code, activation, account and Credentials without additional notice.

Where prior or simultaneous notice of termination is not reasonably practicable or lawful, ACC may take the necessary termination or deactivation action immediately and may provide notice afterwards where reasonably practicable and lawful.

Where reasonably practicable, ACC will limit termination to the product, license, activation, account, Downloadable Materials, ACC Data or Online Service affected by the relevant circumstances. ACC may terminate all licenses, accounts and access entitlements governed by this EULA where the breach or circumstances reasonably affect them all or demonstrate wider fraudulent, unauthorised, abusive or systematic misuse.

### 7.4 Consequences of Termination

Upon termination of an affected Software license, Online Service, ACC Data license or other access entitlement:

**(a)** all rights granted to You or the Named User under that license or entitlement immediately end;

**(b)** You and the Named User must immediately cease installing, activating, accessing and using the affected Software, Online Service, Downloadable Materials and ACC Data;

**(c)** You must uninstall or delete all usable copies of the affected Software, Downloadable Materials and other ACC Data in Your possession or control that You are no longer licensed to retain or use; and

**(d)** ACC may deactivate or disable the affected License Code, activation, account, Credentials or access entitlement and may take reasonable technical steps to prevent further activation, access, downloading or use.

For the avoidance of doubt, the right under Section 5.7 to continue using Downloadable Materials following normal expiry does not apply following termination of the corresponding license or access entitlement.

You are not required to remove copies retained automatically in routine system backups, provided that those copies are not restored, accessed, distributed or used and are deleted in accordance with the ordinary backup-retention cycle.

Where termination results from a serious material breach, fraud, unauthorised use or payment reversal, ACC may reasonably require You to confirm in writing that You and the Named User have complied with the cessation, uninstalling and deletion requirements of this Section.

Termination does not transfer to ACC ownership of games, annotations or other data independently entered or created by You or the Named User. However, You and the Named User may not retain or continue using ACC Data or Downloadable Materials incorporated into such material except as expressly permitted by this EULA.

Termination or suspension may prevent access to independently created data stored through the affected Software or Online Service. You are responsible for maintaining reasonable backup copies of such data and, where an export facility is available, exporting that data before access ends.

Following termination, ACC has no contractual obligation to retain, recover, restore, export or provide access to data associated with the affected account or Online Service.

Where ACC terminates because of Your or the Named User's breach, fraud or unauthorised use, or because of a payment reversal or other withdrawal of payment, the termination does not create any contractual entitlement under this EULA to a refund, credit or extension.

Where ACC permanently discontinues or materially and adversely changes a separately purchased Online Service before the end of a prepaid Access Term for reasons not arising from Your or the Named User's breach or other conduct, Section 5.6 will apply.

Nothing in this Section 7.4 excludes, restricts or limits any obligation of ACC, or any right or remedy of a Consumer following termination, that cannot lawfully be excluded, restricted or limited under applicable law.

**7.5 Expiry of a License Term or Access Term**

Expiry of a License Term or Access Term is not, by itself, termination for breach.

On expiry of a fixed License Term, the rights granted to install, activate, access or use the affected Software end automatically unless the license is renewed or replaced by another valid license entitlement. You and the Named User must cease using the affected Software and comply with the applicable cessation and deletion requirements in Section 7.4.

On expiry of an Access Term, access to the relevant Online Service and any associated download facility will end.

The Named User may continue to use Downloadable Materials lawfully downloaded before expiry only to the extent permitted by Section 5.7. All applicable restrictions and obligations under this EULA continue to apply to that use.

Expiry does not create any right to renewal. Any renewal is subject to the price, term, product scope and other conditions offered for that renewal at the relevant time.

Unless expressly stated otherwise at or before purchase or renewal and accepted as part of the applicable transaction, a fixed License Term or Access Term does not renew automatically.

Where a Software license, Online Service or other access entitlement is purchased or renewed on an automatic-renewal basis, the renewal, recurring-payment and cancellation arrangements are governed by the terms of the applicable purchase from ACC or the authorised merchant of record or reseller. Upon successful renewal, the applicable License Term or Access Term will renew for the period stated for that renewal. Cancellation of automatic renewal prevents a further License Term or Access Term from commencing but does not, by itself, terminate the current paid term before its expiry.

If a renewal payment is not successfully completed when due, ACC may suspend or withhold the renewed license or access entitlement pending successful completion of the renewal. No further License Term or Access Term arises solely because a renewal payment is pending, being retried or remains unpaid. If the renewal is subsequently completed and the corresponding license or access entitlement is granted or restored, the renewed term will apply in accordance with the applicable renewal.

### 7.6 Accrued Rights and Survival

Termination or expiry does not affect any rights, payment obligations, liabilities or remedies that accrued before termination or expiry, including ACC's right to recover amounts due or pursue remedies for an earlier breach.

Sections 2, 3, 5.5, 5.7, 6, 7.4, 7.6, 8 and 9, the confidentiality and non-sharing obligations relating to Credentials in Section 5.4, the restrictions and obligations in Section 4, and any other provision that by its nature is intended to continue, will survive termination or expiry.

## 8. MISCELLANEOUS

### 8.1 Entire Agreement and Order of Precedence

The version of this EULA applicable in accordance with Section 8.2, together with any product-specific license or access terms expressly made available or clearly linked to You before the applicable purchase or renewal and stated to apply to the relevant HIARCS Product or Service, constitutes the entire agreement between You and ACC concerning the licensing, activation, access and use of the Software, Online Services, ACC Data and Downloadable Materials supplied or made available under the applicable order or access entitlement.

Your order confirmation or license-delivery email may identify or confirm the applicable product, edition, Named User designation or allowance, device allowance, License Term, Maintenance Term, Maintenance Entitlement, Access Term, download period, applicable EULA version and other product-specific license or access details. Those details form part of the agreement to the extent that they accurately identify or confirm the product, license, Online Service, ACC Data or Downloadable Materials supplied or made available to You.

An order confirmation or license-delivery email does not by itself expand or modify the rights granted under this EULA. It may record a different or additional right only where that right was expressly offered by ACC as part of the applicable order or renewal or is otherwise authorised in accordance with Section 8.3.

Separate ACC website terms and conditions may govern use of an ACC or HIARCS website, fulfilment, customer support and other matters outside the licensing, activation, access and use governed by this

EULA. Where such terms apply, they do not modify the license or usage rights under this EULA unless they expressly state that they do so.

Terms supplied by an authorised merchant of record or reseller governing the purchase transaction, including payment, invoicing, taxes, cancellation and refunds, remain separate from this EULA as described in the introductory provisions.

If there is a conflict:

**(a)** a specific order detail that accurately identifies the product, edition, Named User designation or allowance, device allowance, License Term, Maintenance Term, Maintenance Entitlement, Access Term, download period or other license or access entitlement supplied or made available to You will apply in relation to that detail;

**(b)** product-specific license or access terms expressly made available before the applicable purchase or renewal will take precedence in relation to the particular HIARCS Product or Service to which they expressly apply; and

**(c)** this EULA will apply in all other respects.

An order detail or product-specific term takes precedence only in relation to the particular matter to which it applies and only to the extent of the relevant conflict.

Where a revised EULA replaces a previous version in accordance with Section 8.2, references in this EULA to “this EULA” mean the revised version from the time that revised version becomes applicable.

Nothing in this Section 8.1 excludes or limits liability for fraud or fraudulent misrepresentation or excludes any representation, statement, term, right or remedy to the extent that applicable law requires it to be treated as binding or prevents its exclusion.

**8.2 Changes to this EULA**

ACC may revise this EULA from time to time to reflect changes in law, security or technical requirements, the Software, Online Services, ACC Data or Downloadable Materials, or ACC’s business and licensing arrangements.

The current version of this EULA, including its effective date, will be made available on an applicable ACC or HIARCS website.

A revised EULA will apply to a new order or renewal where the revised version is made available or clearly linked to You on the applicable product, order or checkout webpage before completion of that order or renewal and is accepted in accordance with the introductory provisions of this EULA. The applicable version may also be identified or linked in the order confirmation or license-delivery email.

A revised EULA will apply to a new version, update or upgrade of installed Software where the revised version is presented or clearly linked to You in connection with the installation, activation or use of that version, update or upgrade, You are clearly informed that acceptance of the revised EULA will cause it to govern Your continued use of the affected Software license, and the revised EULA is accepted in accordance with the introductory provisions of this EULA.

Where a revised EULA becomes applicable under the preceding paragraph, it will, from the time of acceptance, replace the previous version of the EULA governing that Software license and will govern the installation and continued use of the Software, including that version, update or upgrade.

Where, during an existing Access Term or download period, ACC makes additional or updated Downloadable Materials available and a revised EULA is made available or clearly linked to You in connection with the download before You obtain those materials, the revised EULA will apply to those Downloadable Materials if accepted in accordance with the introductory provisions of this EULA.

From the time of that acceptance, the revised EULA will govern those Downloadable Materials and any additional or updated Downloadable Materials subsequently obtained under the same Access Term or download period. It will not retrospectively alter the terms governing Downloadable Materials lawfully downloaded before that acceptance.

No separate acceptance dialogue is required where acceptance of the applicable revised EULA occurs by another method expressly provided for in the introductory provisions of this EULA.

Except as expressly provided in this Section, publication or availability of a revised EULA on an ACC or HIARCS website does not by itself amend or replace the version governing an existing purchase, license or access entitlement. The version previously governing that purchase, license or entitlement will continue to apply unless and until a revised version becomes applicable under this Section.

For the avoidance of doubt, the introductory acceptance provisions determine how a version of this EULA may be accepted. They do not cause a subsequently revised EULA to replace the version governing an existing purchase, license or access entitlement unless the revised EULA becomes applicable under this Section 8.2.

ACC may correct typographical, formatting or clerical errors and update contact information, headings or cross-references without requiring renewed acceptance, provided that the correction or update does not materially alter the rights or obligations of either party. Any such correction or update does not, by itself, constitute a revised EULA for the purposes of this Section.

Where a change to this EULA is required by law, that change may take effect on the date and to the extent required.

Nothing in this Section limits ACC's rights to modify, replace, restrict, suspend or discontinue an Online Service or to take security, fraud-prevention, legal, operational or technical measures as otherwise permitted by this EULA.

ACC may take any operational action reasonably necessary to address an urgent security, legal or technical issue, including modifying, restricting or suspending an affected feature or Online Service as permitted by Sections 5.6 and 7.2. Such operational action does not, by itself, amend the contractual terms governing an existing purchase.

### 8.3 Authority, Modifications and Waiver

No merchant of record, reseller, distributor, dealer or other third party has authority to modify this EULA or make a contractual commitment on behalf of ACC unless ACC expressly confirms that authority or commitment in writing. No employee or agent of ACC has authority to modify this EULA except as expressly authorised by ACC in writing or otherwise provided by this EULA.

Except for changes taking effect under Section 8.2 or product-specific terms accepted as part of an applicable order or renewal, any modification of this EULA must be expressly agreed in writing by You and an authorised representative of ACC.

A waiver is effective only if given in writing by the party granting it and applies only to the particular right, breach or circumstances expressly identified in that waiver.

A failure or delay by ACC or You in exercising any right or remedy does not waive that or any other right or remedy. A waiver relating to one breach, event or occasion does not constitute a waiver relating to any other or subsequent breach, event or occasion.

ACC's rights and remedies under this EULA are cumulative and may be exercised separately or together. Exercise of one right or remedy does not prevent ACC from exercising any other right or remedy available to it.

Nothing in this Section 8.3 excludes or limits ACC's responsibility for any representation, commitment or act of an employee, agent or other person to the extent that applicable law treats that representation, commitment or act as binding on ACC or prevents ACC from excluding responsibility for it.

**8.4 Severability**

If any provision or part of a provision of this EULA is invalid, unlawful or unenforceable, whether generally or in relation to a particular person, claim, liability or circumstance, it will, where legally possible, be construed, limited, modified, reformed, severed or disapplied only to the minimum extent necessary to make it valid and enforceable.

If that is not possible, the affected provision or part will be treated as deleted only to the minimum extent necessary.

The remaining provisions of this EULA, and the application of the affected provision in all other circumstances in which it is valid and enforceable, will continue in full force and effect.

**8.5 Assignment, Transfer and Subcontracting**

Except as expressly permitted by this EULA or to the extent that a restriction cannot lawfully be enforced, You may not assign, transfer, sublicense, delegate or otherwise dispose of any right or obligation under this EULA, whether in whole or in part, without ACC's prior written consent. Any purported assignment, transfer, sublicense, delegation or disposal made without that consent will be ineffective.

ACC may assign or transfer any or all of its rights under this EULA to:

(a) an affiliated company; or

(b) a successor or other person acquiring all or a substantial part of the business or assets relating to the affected Software, Online Services, ACC Data or Downloadable Materials.

ACC may also transfer or novate its rights and obligations under this EULA to any such person. You give Your advance consent to such a transfer or novation, provided that the transferee assumes the obligations transferred to it. Where You are a Consumer, such transfer or novation must not materially reduce the contractual rights or protections You have under this EULA.

ACC may appoint, replace and use subcontractors and third-party service providers to perform obligations or provide hosting, infrastructure, authentication, delivery, technical, operational, customer-support or other functions relating to a HIARCS Product or Service without requiring Your consent.

### 8.6 Third-Party Rights

Except where this EULA expressly states otherwise, only You and ACC may enforce its terms. No other person has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

You and ACC may modify, suspend, terminate, rescind or otherwise vary this EULA without the consent of any third party.

Nothing in this Section prevents an authorised assignee or successor of ACC from enforcing rights validly assigned or transferred to it.

Nothing in this Section affects any independent intellectual-property or other proprietary right or remedy of ACC, an ACC licensor or another rights holder.

### 8.7 Governing Law and Jurisdiction

This EULA and any contractual or non-contractual dispute or claim arising out of or relating to it or a HIARCS Product or Service are governed by and construed in accordance with the laws of England and Wales.

This choice of law applies to the fullest extent permitted. Where You are a Consumer, this choice of law does not deprive You of any mandatory protection that cannot be excluded by agreement under the law that would otherwise apply.

Where You are a Business User, the courts of England and Wales have exclusive jurisdiction over any dispute or claim arising out of or relating to this EULA or a HIARCS Product or Service, and You irrevocably submit to the jurisdiction of those courts.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.

### 8.8 Notices

ACC may give notices specifically concerning Your license, account, Software, Online Service, ACC Data or Downloadable Materials by sending them to the Registered Email Address or, where appropriate, displaying them prominently through the applicable Software, account or Online Service.

Except where applicable law requires otherwise, an email notice sent under this EULA will be treated as given when transmitted to the Registered Email Address, provided that ACC does not receive an automated notification that delivery has failed.

General notices may also be published on an applicable ACC or HIARCS website.

You are responsible for keeping the Registered Email Address and other contact information associated with Your account, license or access entitlement reasonably up to date. Failure to maintain current contact information does not prevent a notice properly sent to the Registered Email Address then held in ACC's records from taking effect.

Any notice that this EULA expressly states must be given to ACC as a formal notice must be in writing and sent by a recognised tracked postal or courier service to the registered office address then recorded for ACC on the UK register of companies, marked for the attention of "Legal Notices".

This requirement does not prevent You from using ACC's published contact channels for customer-support requests, complaints, refund enquiries or other routine communications. Such routine communications do not constitute a formal notice under this EULA unless ACC expressly confirms otherwise in writing.

This Section does not govern the service of claim forms, court proceedings or other documents in legal proceedings. Service of those documents is governed by the procedural rules applying to the relevant proceedings.

Nothing in this Section prevents a Consumer from exercising a statutory right by any method that applicable law requires ACC to accept.

**8.9 Headings and Interpretation**

Headings are for convenience only and do not affect the interpretation of this EULA.

Unless the context requires otherwise:

**(a)** words in the singular include the plural, and words in the plural include the singular;

**(b)** references to a person include an individual, company, corporation, partnership, organisation or other legal entity;

**(c)** references to "including" or "includes" mean "including without limitation", and examples do not limit the general meaning of the words preceding them;

**(d)** references to a Section are references to a section of this EULA;

**(e)** references to writing or written communications include email, except where Section 8.8 expressly requires a formal notice to be sent by tracked postal or courier service;

**(f)** references to any law, regulation or legal requirement include any amendment, re-enactment, replacement or successor provision applicable from time to time;

**(g)** references to a party include its permitted successors and assigns; and

**(h)** references to days mean calendar days unless expressly stated otherwise.

**8.10 Language**

This EULA is written and provided in English. The English-language version is the authoritative contractual version.

Unless ACC expressly states otherwise in writing, any translation of this EULA, whether made available by ACC or produced or obtained by You through a browser, software, third party or other means, is provided for convenience only and does not form part of this EULA or modify its meaning.

Except where mandatory law requires otherwise, the English-language version will prevail in the event of any inconsistency, ambiguity or difference in meaning arising from any translation.

**8.11 No Partnership, Agency or Other Relationship**

Nothing in this EULA creates or is intended to create any partnership, joint venture, agency, employment, fiduciary or similar relationship between You or the Named User and ACC.

Neither You nor the Named User has authority to make any representation, commitment or agreement on behalf of ACC or otherwise bind ACC unless ACC expressly authorises this in writing.

**8.12 Business User Indemnity**

Where You are a Business User, You will indemnify ACC against losses, liabilities, damages, costs and expenses, including reasonable legal and professional costs, reasonably incurred by ACC as a result of a third-party claim, regulatory action or other third-party liability, to the extent arising from:

(a) a material breach by You or the Named User of Sections 3, 4, 5.5 or 9;

(b) unauthorised copying, distribution, hosting, resale, sharing or provision by You or the Named User of the Software, ACC Data, Downloadable Materials or Credentials;

(c) infringement or misuse by You or the Named User of ACC's or another person's intellectual-property or proprietary rights in connection with a HIARCS Product or Service; or

(d) a breach by You or the Named User of an applicable export-control, sanctions or trade-control requirement.

This indemnity does not apply to the extent that the relevant loss, liability, cost or expense results from ACC's breach of this EULA, negligence or other act or omission for which ACC is legally responsible, and applies only to the extent permitted by applicable law.

**8.13 Protective and Injunctive Relief**

An actual or threatened breach of Sections 2, 3, 4, 5.5 or 9, or unauthorised use or disclosure of Credentials, may cause harm for which monetary damages alone may not provide an adequate remedy. Without prejudice to any other right or remedy, ACC may seek interim, injunctive, equitable or other protective relief from a court of competent jurisdiction.

Notwithstanding Section 8.7, ACC may apply to a court of competent jurisdiction outside England and Wales for interim, injunctive or other protective relief relating to actual or threatened infringement, unauthorised use, disclosure, distribution, extraction or other misuse of a HIARCS Product or Service, ACC Data, Downloadable Materials, Credentials or ACC's intellectual-property or proprietary rights.

An application under this Section 8.13 does not waive or otherwise affect the exclusive jurisdiction provision in Section 8.7 in relation to the substantive merits of the underlying dispute.

**9. EXPORT, SANCTIONS AND TRADE COMPLIANCE**

You and the Named User must comply with all export-control, sanctions, trade-control and other applicable trade-compliance laws, including applicable anti-evasion and anti-circumvention requirements, relating to Your activities under this EULA. You must not cause, assist or attempt to cause ACC or any person involved in supplying a HIARCS Product or Service to breach any export-control, sanctions or trade-control requirement applicable to them or the relevant transaction.

You and the Named User must not, directly or indirectly, export, re-export, transfer, release, supply, provide, sell, resell, download, access, use or otherwise make available the Software, an Online Service, ACC Data, Downloadable Materials, a License Name, License Code or other Credentials:

**(a)** in breach of any applicable export-control, sanctions or trade-control requirement;

**(b)** to, through, for the benefit of, or on behalf or at the direction of any person, entity, country, territory, destination or end user where the activity is prohibited or restricted, unless any required authorisation has been obtained and ACC has expressly agreed to proceed in reliance upon it;

**(c)** to any entity owned or controlled by a person to whom the relevant restriction applies, where that ownership or control causes the restriction to apply to the entity;

**(d)** for any prohibited or restricted end use; or

**(e)** where You know or reasonably should know that the relevant product, service, data, Credentials or access will be diverted, transferred or made available in breach of such a restriction.

By ordering, activating, accessing, downloading or using a HIARCS Product or Service, You confirm that neither You nor the Named User is a person with whom ACC is prohibited or restricted from dealing in connection with the relevant transaction, except to the extent that any required authorisation has been obtained and ACC has expressly agreed to proceed in reliance upon it, and that, to Your knowledge, the intended destination, end user and use are not prohibited.

Where You are an organisation, You also confirm that You are not directly or indirectly owned or controlled in a manner that would prohibit ACC from supplying the relevant HIARCS Product or Service to You.

You must promptly notify ACC if any fact concerning You, the Named User, the intended destination, end user or use materially changes so that a confirmation given under this Section is no longer accurate.

You are responsible for obtaining any licence, authorisation, approval or other permission required for an activity undertaken by You or the Named User. ACC is not required to accept or rely upon any such permission.

You and the Named User must not conceal, falsify or misrepresent identity, residence, location, ownership or control, destination, end user, intended use, onward transfer or other information relevant to export-control, sanctions or trade compliance.

You and the Named User must not use a false address, another person’s identity, a virtual private network, proxy, forwarding arrangement, intermediary, payment method or other technical or transactional method for the purpose of concealing relevant information or evading an export-control, sanctions or trade-control restriction.

Where reasonably necessary to investigate or determine compliance with this Section, ACC may, subject to applicable data-protection and privacy law, reasonably require You to provide accurate information or evidence concerning identity, residence or location, ownership or control, destination, end user, intended use or entitlement to the relevant HIARCS Product or Service. You must provide the requested information or evidence promptly.

ACC may conduct or arrange such compliance, sanctions-screening and verification checks as ACC reasonably considers appropriate using information available to ACC, supplied by an authorised merchant of record, reseller or service provider, obtained from appropriate compliance sources, or requested from You under this Section.

Nothing in this Section creates any contractual obligation on ACC to undertake any particular screening, investigation, verification or due-diligence procedure before accepting or fulfilling an order, granting or continuing a license or access entitlement, or taking action under this Section.

ACC may refuse, delay, block, restrict or suspend fulfilment, supply, activation, downloading, renewal, an account or an access entitlement while requested information is outstanding or while ACC investigates or assesses an actual or suspected compliance issue.

Where ACC controls the relevant transaction, ACC may also refuse or cancel the order. Where an authorised merchant of record or reseller controls the purchase transaction, ACC may request or arrange through that merchant or reseller any appropriate cancellation, refund or other transaction action.

ACC may refuse to supply or activate a product, disable a download entitlement, or suspend or terminate an affected license, account, Credentials or access to an Online Service where ACC reasonably believes, or has reasonable grounds to suspect, that doing so is necessary to:

**(i)** comply with, or determine compliance with, an export-control, sanctions or trade-control requirement;

**(ii)** comply with a governmental direction, a condition of a governmental licence, authorisation or approval, a court order or other legally binding requirement;

**(iii)** respond to a designation, restriction or other relevant legal change occurring before or after the applicable purchase;

**(iv)** prevent or investigate suspected evasion, circumvention, diversion, unauthorised onward transfer or other prohibited activity; or

**(v)** avoid exposing ACC, its personnel, licensors, service providers or business partners to a material sanctions, export-control or trade-compliance risk.

ACC may take action under this Section immediately and without prior notice where advance notice is not reasonably practicable or could interfere with compliance, investigation, security or enforcement. Suspension and termination under this Section will otherwise be handled in accordance with Section 7.

ACC is not required to apply for, obtain or rely upon any governmental licence, exception, exemption, authorisation or other permission in order to accept or complete an order, supply or activate a product, enable a download, renew an entitlement or provide or continue access.

Any refund, repayment, credit, release of funds or other payment relating to action taken under this Section remains subject to applicable sanctions, export-control and other legal restrictions, licensing requirements and the terms governing the applicable purchase.

Nothing in this Section requires ACC to make, procure, facilitate or arrange any payment, refund, transfer or other action where doing so would be unlawful. Where applicable law nevertheless gives You a right to a refund, repayment or other payment, that right remains subject to any restriction on making or receiving the payment and may be fulfilled only if and when, and by the person responsible for the applicable transaction, it can lawfully be fulfilled.

The availability, advertisement, listing or technical accessibility of a HIARCS Product or Service through an ACC, HIARCS, merchant-of-record or reseller website, application or other channel does not constitute a representation or assurance that the product or service may lawfully be purchased, supplied, downloaded, accessed or used in every country or territory or by every person.

Any liability of ACC arising out of or relating to action taken under this Section is subject to Section 6.

**END OF EULA**