

# Paribus 365 Search and Detect Free Edition Terms & Conditions (B2B)

Document Version 1.0

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## 1. Parties and Acceptance

This Agreement (“Agreement” or “T&Cs”) is established between **QWARE Limited** (“Provider”), and the organisation identified in the registration or order process (“Customer”).

By accessing or using the Free edition of **Paribus 365 Search & Detect** (“Service” - a product of the Provider), the Customer acknowledges and accepts these Terms and Conditions. If the Customer does not agree to these terms, it is prohibited from using the Service.

## 2. Definitions

**Customer:** The organisation entering into this Agreement with Paribus 365.

**Authorised Users:** Employees, contractors, or agents whom the Customer permits to use the Service under its account.

**Service:** The Paribus Free Edition offering as described in the Paribus Feature Matrix.

## 3. Scope of Service & Licence

Paribus grants the Customer a non-exclusive, non-transferable, and revocable licence, enabling its Authorised Users to access and use the Service solely for the Customer’s internal business purposes. This usage is subject to these Terms and Conditions and any usage limitations specified in the Paribus Feature Matrix.

## 4. Customer Responsibilities

The Customer is accountable for all activities conducted under its account, including those undertaken by Authorised Users. The Customer must ensure that its Authorised Users comply with these Terms and Conditions as well as QWARE’s [Acceptable Use Policy](#). Additionally, the Customer is responsible for safeguarding the confidentiality of its account credentials.

## 5. Free vs Premium Edition Description

Details regarding the features and limitations of both the free and premium editions are specified in the Paribus Feature Matrix (Appendix 1). Paribus 365 reserves the right to update or alter these features at any time.

If the Customer upgrades to a paid subscription, the [QWARE Subscription Agreement](#) will apply to the paid services and will supersede or supplement these Terms & Conditions as applicable.

## 6. Payment, Billing & Upgrades

No payment or credit card information is required for customers using the free tier. To upgrade to the premium tier, customers must accept additional terms and provide payment details. All applicable fees are disclosed prior to any upgrade. Paribus may modify pricing or billing terms for premium services, providing reasonable notice to affected customers.

## 7. Data Ownership, Processing & Security

The Customer retains ownership of all data submitted to the Service. Paribus 365 will process, store, and protect Customer Data in accordance with the [Privacy Policy](#) and applicable data protection laws, including GDPR. Paribus acts as a data processor on behalf of the Customer. The Customer has the option to export or delete its data at any time.

## 8. Acceptable Use Policy (AUP)

The Customer and its Authorised Users must not misuse the Service, including but not limited to activities such as spamming, hacking, reverse engineering, or excessive resource consumption. Paribus 365 reserves the right to suspend or terminate accounts found to be in violation of these terms.

## 9. Eligibility

### 9.1 Intended Customers

The Paribus Free service is intended solely for organisations that:

- Have a total record count for all three entities—Accounts, Contacts, and twice the number of Leads—not exceeding **100,000 records**.

## 9.2 Authorised Representatives

By registering for or using the Service, the Customer represents and warrants that:

- It is a legal entity, duly organised and in good standing under the laws of its jurisdiction; and
- The individual accepting these Terms & Conditions is authorised to act on behalf of the Customer.

## 9.3 Geographic Restrictions

The Service may not be available in all countries. Paribus reserves the right to restrict access to the Service in certain jurisdictions at its sole discretion.

## 9.4 Prohibited Customers

The Service is not available to organisations or individuals who are prohibited from receiving services under applicable laws or regulations, including export control laws.

## 9.5 Right to Verify Eligibility

Paribus reserves the right to verify the Customer's eligibility at any time and may suspend or terminate access to the Service if the Customer is found to be ineligible, including but not limited to:

- Exceeding the **100,000 record limit**.

# 10. Service Availability & Support

For customers on the free edition, the Service is provided "as is", with no guaranteed uptime or support. Premium edition customers may receive enhanced support and defined service level commitments as outlined in their respective agreements.

# 11. Limitation of Liability & Indemnity

To the maximum extent permitted by law, Paribus' liability is limited to the total fees paid by the Customer in the preceding 12 months, if any. The Service is provided without warranties of any kind. The Customer agrees to indemnify Paribus against claims resulting from misuse of the Service by its Authorised Users. Paribus will indemnify the Customer for intellectual property infringement, subject to stated limitations.

## 12. Termination & Suspension

Either party may terminate this Agreement in the event of a material breach, insolvency, or at the conclusion of the trial period. Paribus may suspend or terminate the Customer's account for breaches of these Terms and Conditions, inactivity, or at its discretion. Upon termination, the Customer may request a data export or deletion within 30 days.

## 13. Changes to Service or Terms

Paribus reserves the right to modify, suspend, or discontinue the Service, including the Free offer, at any time, with or without notice. Continued use of the Service following any changes signifies acceptance of the updated terms.

## 14. Data Portability & Deletion

Upon account closure, data will be deleted within 30 days, unless retention is required by law.

## 15. Third-Party Integrations

The Service may be integrated with third-party services. Paribus 365 does not accept responsibility for the availability or performance of these third-party integrations.

## 16. Governing Law & Dispute Resolution

This Agreement is governed by the laws of England and Wales. Any disputes arising from this Agreement will be resolved exclusively in the courts of England and Wales.

## 17. Notices

All notices pursuant to this Agreement must be directed to [Insert Paribus contact details] and to the Customer's registered address or email.

## 18. Entire Agreement

This document represents the entire agreement between Paribus and the Customer regarding the Service, superseding all previous agreements.

## Appendix 1 – Paribus 365 Search and Detect Feature Matrix

| Category                               | Free Edition                                                          | Premium Edition                                        |
|----------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|
| Data Limit                             | Up to 100K total records (e.g. Accounts, Contacts and Leads combined) | Unlimited                                              |
| Users                                  | No Limit                                                              | Per user, per month                                    |
| Entities                               | All entities                                                          | All entities                                           |
| Performance                            | Standard compute                                                      | Premium compute                                        |
| Search Functionality                   | Full Search & Detect (limited to data limit)                          | Full Search & Detect across all entities and records   |
| Merge Capabilities                     | Limited merge                                                         | Full multi-merge support                               |
| Duplicate Prevention/Detection         | Included (with limitations)                                           | Full real-time duplicate detection/prevention workflow |
| Installation Services                  | Simplified “Quick Deploy” with defaults                               | Full guided onboarding and tailored implementation     |
| Support                                | Limited                                                               | Standard / SLA                                         |
| Ads                                    | In-app upgrade prompts                                                | No prompts                                             |
| Third-party integration/API capability | None                                                                  | Included                                               |