



Terms and Conditions

(YouScan Master Subscription Agreement)

(version of no effect)

Version 4.0, Effective as of July 01, 2021

Please read these Terms and Conditions ("Agreement") fully and carefully before using the Website and the Service (as described below). This Agreement sets forth the legally binding terms and conditions for use of the Website and the Service. BY REGISTERING FOR AND/OR USING THE SERVICE IN ANY MANNER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES REFERENCED HEREIN, EACH OF WHICH IS INCORPORATED HEREIN BY THIS REFERENCE AND EACH OF WHICH MAY BE UPDATED FROM TIME TO TIME AS SET FORTH BELOW, TO THE EXCLUSION OF ALL OTHER TERMS. You may not use the Service if you do not unconditionally accept this Agreement. If you are accepting on behalf of an organization, you represent and warrant that you have the authority to do so; however, if your organization has entered into a separate contract in writing with YouScan covering its use of the Service, then that contract shall govern instead.

In these Terms and Conditions ("Agreement"), "**Client**" shall refer to you, unless you are accepting on behalf of a company in which case "Client" shall mean that organization; and both "**YouScan**" and "**Company**" shall refer to YouScan Limited, a Cypriot company d/b/a YouScan with an address at Chrysanthou Mylona, 3, 3030, Limassol, Cyprus with the registration number HE261899. The Company and the Client are each referred to in this Agreement as a "Party" and collectively as the "Parties."

You agree to incorporate the requirements of these Terms and Conditions and YouScan policies into your own products and policies and ensure that your clients adhere to our Terms and Conditions and policies published at www.youscan.io. If you are accepting these Terms and Conditions on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these Terms and Conditions; (ii) you have read and understand the Terms and Conditions; and (iii) you agree, on behalf of the party that you represent, to these Terms and Conditions. If you do not have the legal authority to bind your employer or the applicable entity, please do not sign up for the Service (do not click on the "Submit" button).

In consideration of the terms and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. TERMS AND DEFINITIONS

1.1. **Analytical window** means a set of references in the topic, available for processing and analysis by means of the YouScan Platform. The most recent mentions in the topic collected by the YouScan Platform, including deleted and marked as spam, are included in the analytic window.

1.2. **API** means the application programming interfaces developed and enabled by YouScan that permits Client to access the data collected directly by the YouScan Platform from Third-Party sources.

1.3. **Basic Support** means support provided by the Company's specialists via dedicated line for receipt and solution of technical requests (e-mail: support@youscan.io), support via the YouScan Platform built-in chat, and advice including provision of information on functionality and use of the Service, advice on customization of monitoring topics, and other issues. The basic support is not subject to additional fees.

1.4. **Client's account (Account)** means an account, particular structured data and information, related jointly to a single element of the Service and individualized by login details provided by the Client to the Company during registration in the Service.

1.5. **Data Analysis** means analytical actions of the Client, including those performed at the request of its clients (on their behalf), in respect of data, aimed at generating various commercially valuable information, within the limits allowed by the Permitted purpose.

1.6. **Fee(s)** means a monetary compensation paid by the Client to the Company for the Services.

1.7. **Order Form** means the document detailing the Services ordered from YouScan the signing date of which is the start date of using the Service and serves as the proof of the Service usage as of its signing date, until one of the following events occurs:

- 1.7.1. expiration of the period of use of the YouScan Platform agreed by the Parties;
- 1.7.2. termination of the Agreement in accordance with the Section 14 of the Agreement.

1.8. **Permitted purpose** of access to the data under the present Agreement shall be:

- 1.8.1. creation by the Client, by way of Data Analysis, of commercially valuable information regarding brand image, that allows to identify reputational risks, and that the Client may subsequently use to improve its brand image;
- 1.8.2. creation by the Client, by way of Data Analysis, of commercially valuable information (deliverables), to be subsequently used by the Client only in its own business interests.



- 1.9. **Pricing plan** means the package of functionality and allowances at YouScan Platform the Company has agreed to provide to the Client for defined amount of the Fee, including number of topics for monitoring and term of use.
- 1.10. **Third-Party** means individuals, entrepreneurs, and legal entities that are not a Party to the present Agreement.
- 1.11. **User** means an individual that the Client (directly or indirectly) has authorised to use the Services and/or the Third-Party services.
- 1.12. **Website (site)** means an Internet resource of the Company located at www.youscan.io.
- 1.13. **YouScan Dashboard** means a tool for visualizing and analyzing data obtained using the Service.
- 1.14. **YouScan Platform** means YouScan's proprietary internet-based software as a service application and associated technology made available from time-to-time at the Website and from which the Services are rendered.
- 1.15. **YouScan Services, Services or Service** means the services made available by the Company on the YouScan Platform, consisting of certain social media and online media monitoring tools for brand monitoring and analytics, as they are then available.

2. SCOPE OF THE AGREEMENT

- 2.1. Unless otherwise specified in the applicable Order Form Services are purchased as subscriptions. The Services are provided for the period defined in the Order Form ("Term"), along with the subscription details and financial conditions, only to Client and its authorized users, unless otherwise approved by YouScan in writing. The Order Form sets out the Fees for the Services and Client must pay the Fees in accordance with the conditions defined therein and in accordance with the Agreement.
- 2.2. The Services include the right for the Client to access and use the YouScan Platform and Services, as they are detailed in the Order Form, during the Term and in accordance with the conditions set out in this Agreement, to generate and view analytics and reports for internal business use only. The information, reports, and analytics consulted on the YouScan Platform constitute deliverables, which the Client acknowledges may quote or incorporate excerpts of certain material owned by Third-Party platforms.
- 2.3. The Client may purchase limited licenses to the API. In those particular cases, and subject to the terms herein, YouScan grants Client a non-exclusive, non-transferable, non-assignable, worldwide limited license to access and use the API solely for Client's own business purposes and only during the term set forth in each fully executed Order Form.
- 2.4. YouScan Platform may be used only by the Client itself or by clients listed in the Order Form hereto with which the Client has concluded a respective agreement containing obligations to maintain confidentiality of provided information.
- 2.5. For avoidance of doubt and alternative construction, the present Agreement does not involve disposition of the exclusive right, granting the right to use under an exclusive license to any intellectual work results owned by the Company. The provisions of the present Agreement do not limit the Company's right to use and dispose of the Service and a data derived via the Service at its own option and discretion, including the right to grant Third-Parties an access to the Service and a data derived via the Service.
- 2.6. List of Pricing plans:

Pricing plan "Standard":

- Five (5) monitoring topics (minimum, then each step – five topics);
- Analytical window one hundred thousand (100,000) mentions to each topic;
- Five (5) rules per topic;
- Standard Features: sentiment detection, spam filtering, smart alerts, trends detection, auto-categories, analytical reports, Mention Wall)
- Integration: Telegram, Slack;
- Data collection: keyword search, channels;

Pricing plan "Pro":

- Five (5) monitoring topics (minimum, then each step – five topics);
- Analytical window one million (1,000,000) mentions to each topic;
- Standard Features;
- Topic-level permissions;
- Twenty (20) rules per topic;
- Integration: Telegram, Slack, Help Desk, CRM;
- Data collection: keyword search, channels, text on images (OCR);

Pricing plan "Insight":

- Five (5) monitoring topics (minimum, then each step - five topics);
- Analytical window ten million (10,000,000) mentions to each topic;
- Features of "Pro" pricing plan;
- Image recognition function "Visual insights";



- Application programming interface (API);
- one hundred (100) rules per topic;
- Integration: Telegram, Slack, Help Desk, CRM, WebHook;
- Data collection: keyword search, channels, text on images (OCR);

Pricing plan "Enterprise" (customizable):

- Five (5) monitoring topics (minimum, then each step - five topics);
- Analytical window one hundred million plus (10,000,000+) mentions to each topic;
- Features of "Insight" pricing plan;
- one hundred plus (100+) rules per topic;
- Integration: Telegram, Slack, Help Desk, CRM, WebHook;
- Data collection: keyword search, channels, text on images (OCR);

Additional Modules (available at extra Fees):

- Logo Recognition Module – available for Insight and Enterprise pricing plans;
- Insight Wall – available for Insight and Enterprise pricing plans
- Branded Mention Wall – available for Pro, Insight and Enterprise pricing plans;
- Retrospective data collection – available for Standard, Pro, Insight and Enterprise pricing plans.

2.7. Change of the Pricing plan is formalized by a separate Order Form. Change of a pricing plan with a higher amount of the Service functions (including a quantity of monitoring topics) to a pricing plan with less amount of the Service functions (including less quantity of monitoring topics) is not allowed.

2.8. YouScan Platform may be legitimately used only on the territory of the country where the Client is legally registered and has a registered address. This condition shall not apply to branches and representative offices of legal entities in countries other than the country of registration of the Client. Such corporate divisions (branches and representative offices) within a single legal entity shall independently purchase a subscription from the Company.

3. REGISTRATION IN THE SERVICE

3.1. The right to use the Service is granted to the Client by granting round-the-clock access to the Service. In order to access the Service, the Client shall register a Client Account following the registration procedure provided on the Website. After registering the Client Account on the Website, the Client receives unique login and password to identify the Client in the Service.

4. ACCESS TO THE SERVICE

4.1. The access to the Service is granted continuously starting from the date of granting the right to use the Service in a following way:

- 4.1.1. During the term of granting the right to use the Client using the Account forms requests for required monitoring by entering the relevant request parameters in the respective request fields in the Client Account;
- 4.1.2. The request is processed automatically by the Service;
- 4.1.3. The result of processing the request is presentation of the monitoring results in the Account.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. Rights and obligations of the Company:

- 5.1.1. The Company is entitled to dispose of the Service, the YouScan Platform, to transfer the rights to use the Service and YouScan Platform to Third-Parties, to use the Service in any form and by any means as it thinks fit;
- 5.1.2. The Company is entitled to update the content, functions, and user interface of the YouScan Platform and the Service at its own discretion. The Company bears no responsibility towards the Client for modification of the Service and the YouScan Platform. The Company is entitled but not obliged to notify the Client of certain performed modifications by publishing a notice on the Website, via the YouScan Platform interface, and/or by e-mail to the Client address specified by the Client at registering in the Service;
- 5.1.3. The Company is entitled to add, edit or delete any information at its own discretion, including to change the number and the scope of data sources analyzed by the Service;
- 5.1.4. The Company is entitled to request the Client to provide a report with necessary information and documents regarding using the Service, and any other information and documents confirming due performance of the present Agreement. Within five (5) business days after receiving such request the Client shall provide the requested documents, ensuring compliance of such provision with the confidentiality requirements of such agreements. In case of failure to provide or partial provision of information by the Client the Company is entitled to suspend or block the Client's access to the Service, and such suspension or blocking shall not be deemed a breach of the present Agreement by the Company and shall not entail liability;
- 5.1.5. The Company may perform routine interruptions in the Service availability that are considered normal operation of the Service and shall not entail recalculation of the Fees paid by the Client. The Company may make routine interruptions, in particular, for updating the Service functionality. Routine interruptions may not last longer than eight (8) hours in any calendar month and should be made from 11.00 p.m. to 07.00 a.m. CET;
- 5.1.6. In case the Client has complaints regarding quality of the Service, the Company shall not make any compensations towards the Client and shall not bear any liability for any losses of the Client incurred as the result of using or



inability to use the Service. The Company reserves the sole right to qualify any property of the Service functioning as a shortfall (error, defect, etc.), and to perform any of the following:

- 5.1.6.1. correct the property of the Service (Service Pack) in the next version thereof;
- 5.1.6.2. correct the property of the Service (HotFix) within reasonable time after detection, before the next version of the Service is released;
- 5.1.6.3. to qualify the property of the Service as not subject to change;
- 5.1.7. The Client agrees that the Company may use the Client's name and logo in the Company's sales and marketing related materials in connection with the promotion, publicity, or advertising of YouScan and its products and/or services. The Client may revoke its consent at any time by emailing to legal@youscan.io;
- 5.1.8. The Company undertakes to refrain from any actions that may hinder the Client's use of the granted right to use the YouScan Platform during the Term;
- 5.1.9. The Company undertakes to render basic technical support to the Client in respect of using the Service.

5.2. Rights and obligations of the Client:

- 5.2.1. The Client is entitled to use the Service on the terms and within the limits stipulated by the present Agreement and Order Forms hereto;
- 5.2.2. The Client undertakes not to disclose to Third-Parties, including its clients (except for those listed in Order Forms or addendums hereto), the parameters for accessing the Account, including, but not limited to, logins and passwords, authorization tokens for API access, and not to use the abovementioned access parameters for purposes not permitted by the present Agreement, including in a way that may damage business interests and reputation of the Company. The Client also undertakes to use the "YouScan Social Mention Wall" ("Wall") and the data obtained with its assistance, exclusively for its own needs. The public display by the Client of the Wall, and any data obtained via it, in any form (via telecommunication networks, including the Internet, at public events, etc.) is not allowed;
- 5.2.3. The Client shall grant access to the Service and data derived via the YouScan Platform only to its employees that entered with the Client into a confidentiality agreement providing a degree of protection at least equal to that provided by the present Agreement between the Parties;
- 5.2.4. The Client guarantees performance of obligations assumed by it in accordance with the present Agreement. The Company may request, and the Client shall provide, upon the Company's request, all documentation, including duly certified copies of extracts from agreements, and guarantee letters of its Clients, that is necessary to confirm its compliance with the provisions of the present Agreement, within five (5) business days after the date of such request from the Company, ensuring compliance of such provision with the confidentiality requirements of such agreements;
- 5.2.5. The Client bears sole responsibility for safety and confidentiality of its logins and passwords and for losses that may arise as the result of unauthorized use of the Client's Account in the Service. All actions performed using login and password of the Client are deemed to be performed by the Client. The Client bears sole responsibility towards Third-Parties for all actions performed using login and password of the Client, and bears the risk of possible adverse consequences for itself and the Company;
- 5.2.6. The Client undertakes to immediately notify the Company in case of loss and/or disclosure of login and password by the Client;
- 5.2.7. The Client undertakes not to use any devices or computer programs in order to interfere in proper functioning of the Website and the Service;
- 5.2.8. The Client undertakes to conclude with its clients agreements on non-disclosure of confidential information, providing a degree of protection at least equal to that provided by the present Agreement between the Parties, before delivering to such Clients any results of using the Service;
- 5.2.9. The Client undertakes not to conclude sublicense agreements, not to transfer in any other way the rights to the Service, and not to assign or transfer its rights and obligations hereunder to Third-Parties without written consent of the Company;
- 5.2.10. The Client undertakes to pay the Fee according to the procedure, in the amount and within the time limits stipulated by the present Agreement and Order Forms to it;
- 5.2.11. The Client hereby acknowledges that it has reviewed all functional attributes and characteristics of the Service. The Client bears the risk of any nonconformance of the Service to the Client's needs and requirements;
- 5.2.12. The Company bears no liability for any losses incurred as the result of misusing or inability to use the Service that arose through the fault of the Client. The Client agrees that in order to use the Service it needs Internet access and data transmission rate appropriate for using the Service (at least 10Mb/s);
- 5.2.13. The Client undertakes not to perform the following actions:
 - 5.2.13.1. copy the Service or any part thereof;
 - 5.2.13.2. modify the Service or any part thereof;
 - 5.2.13.3. decompile or otherwise transform the Service or any part thereof into a source code;
 - 5.2.13.4. discover in any other manner the source code of the Service;
 - 5.2.13.5. change the Service in any manner or in any form;
 - 5.2.13.6. use Company's API in any other way than is expressly permitted by the Company, access the Company's API in order to build a similar or competitive product or service, use unauthorized modified versions of the Service, including, in particular, creation of similar products and/or competing service or obtaining unauthorized access to the Service;
 - 5.2.13.7. modify (rework) the Service in any manner (modification (reworking) means any change of the Service, including translation from one programming language to another);
 - 5.2.13.8. falsify its IP address and address used in other network protocols for transmitting data;
 - 5.2.13.9. perform actions aimed at disrupting work of the Service;
 - 5.2.13.10. perform actions aimed at obtaining access to data of other Service users;



- 5.2.13.11. provide access to the Service to Third-Parties. Any transfer (assignment) from the Client to Third-Parties may be performed only upon written consent of the Company;
- 5.2.13.12. disclose the parameters for accessing the Account, including, but not limited to, logins and passwords, authorization tokens for API access, to Third-Parties;
- 5.2.13.13. grant permission to use, assign rights, rent out, sell, lease, transfer rights, distribute, provide hosting, disclose or make the Service available to any Third-Parties, including, but not limited to, creation of links to the Service hosting site that include the parameters of the Client's access to the Service, including, but not limited to, user names, passwords, cookie files and/or mirroring or wrapping of any part of the Service;
- 5.2.13.14. use the API, a method of augmenting or altering the behavior of a web page or application with custom callbacks (webhook), as well as Company's standard connectors to provide wide-scale/streaming transfer of data to external services/platforms of the Client or the Third-Parties in an automated mode. The restriction shall not apply to cases of a custom-made transmission of data carried out manually and carried due to a certain legitimate commercial interest of a private nature, which shall not contradict to the cl. 1.8. ("Permitted purpose");
- 5.2.14. The Client warrants that the Client and any persons acting on behalf of the Client shall not use the Service for inducing the Company's clients to use competing platforms and services;
- 5.2.15. The Company released from the duty to provide the Company with any reports on using the Service, except for stipulated in the present Agreement and Order Forms hereto;
- 5.2.16. In case the Client at its own initiative discontinues using the Service, the Fee for using the Service shall not be recalculated and returned;
- 5.2.17. The Client undertakes not to use the YouScan Service and data obtained using the YouScan Service for any activity prohibited by the applicable law, including for illegal surveillance, stalking, spamming users, breach of data protection legislation, conducting or providing analysis or research for any unlawful or discriminatory purpose, or in a manner that would be inconsistent with social media users' reasonable expectations of privacy, monitoring sensitive events (including but not limited to protests, rallies, or community organizing meetings); or targeting, segmenting, or profiling individuals based on sensitive personal information, including their health (e.g., pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, any content relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law;
- 5.2.18. The Client: (a) is responsible for its compliance with this Agreement and will procure that each User complies with the terms of this Agreement; (b) will comply with the YouTube Terms of Service, usually at <https://www.youtube.com/t/terms>.

6. COMPANY'S FEE AND SETTLEMENT PROCEDURE

- 6.1. The amount of the Company's Fee for granting the right to use the Service shall be calculated in accordance with the Pricing plan and Additional Modules chosen by the Client. Client will pay the Fees for the Services set out in an Order Form. Client will be billed at the time at which sign up for the Service and thereafter for a minimum contract period determined in the Order Form. Fees are based on subscriptions purchased and not on actual usage; payment obligations are non-cancellable; and Fees are non-refundable.
- 6.2. Fees for the Services will be invoiced in advance in accordance with the terms of an Order Form. The Client undertakes to prepay one hundred per cent (100%) of the Company's Fee. The account shall not be activated upon lapse of the trial period, unless the Fee is paid.
- 6.3. In case in accordance with the legislation of a foreign jurisdiction the Client has to withhold any taxes or duties withheld in such foreign jurisdiction from the Company as the recipient of income, including, in particular, VAT and income (profit) tax withheld at source and any other similar taxes that may replace or complement the existing ones, the amount to be paid to the Company shall be increased in such a way so that the net amount received by the Company after withholding or payment of the said taxes would be equal to the amount indicated in an Order Form hereto.
- 6.4. The Company is entitled to change the amount and the procedure for payment of the Fee.
- 6.5. New terms regarding the amount and settlement terms apply only to the subscriptions that had not been paid for by the Client at the moment of entry of the new terms into force.
- 6.6. The terms of the Agreement shall be extended for the same Term if the Client continues to use the Service after the expiration of a previously paid Term. The Client undertakes to timely pay the Fee in full based on the invoice issued by the Company. Such a renewal might be carried out any number of times.

7. LIABILITY OF THE PARTIES

- 7.1. The Parties shall bear liability for failure to fulfill or improper fulfillment of their respective obligations under the present Agreement in accordance with the present Agreement and Order Forms hereto, and in the part not covered by present Agreement and Order Forms hereto – in accordance with the applicable law.
- 7.2. The Company is entitled to suspend the Service (to block the Account) in case of breach of payment terms stipulated by the present Agreement and Order Forms hereto by more than five (5) running days. For this purpose, blocking the account does not imply termination of the present Agreement and Order Forms hereto. For the term of blocking the account the Fee



shall accrue during subsequent twenty (20) running days after the blocking. Payment of the Fee within these 20 running days does not entail recalculation of the paid period but shall be deemed compensation for late payment.

7.3. In case any of the Parties breaches the term for performing its obligations as provided by the present Agreement, the Party in breach shall pay the other Party, upon such other Party's written request, a penalty in the amount of zero point one per cent (0.1%) of the amount of non-performed obligations for each day in arrears, but not exceeding ten per cent (10%) of the amount of non-performed obligations. Payment of such penalty does not release the Parties of their obligations provided by the present Agreement and Order Forms hereto.

7.4. In case a breach of law is revealed and upon issuance of relevant orders by law enforcement bodies or other authorized state bodies and officials, the Company reserves the right to suspend the Client's access to the Service by sending the Client a written notification of the found violations with a demand to remedy such violations. In case the Client fails to remedy the violations within the term stipulated in the notification, the Company shall be entitled to delete the Client's Account without recalculation of the Company's Fee and without compensating the Client for any losses.

7.5. In case of using the Service the Client commits breach of any provision of the present Agreement and/or the applicable law, the Company shall be entitled to unilaterally suspend the access to the Service without recourse to court proceedings until the Client remedies such breach, or to terminate the present Agreement by sending the Client a written notification thereof, effective from the date stipulated in such notification, without recalculation of the Company's Fee and without compensating the Client for any losses.

7.6. The Company undertakes to compensate for losses, protect the interests, and indemnify the Client in respect of all penalties imposed by a court resolution, court decision, or court settlement, in case any Third-Party claims that using the Service infringes upon its patent rights, copyright, or right to a trademark, or entails unauthorized acquisition of its trade secret in any jurisdiction where the Service is registered.

7.7. The Client shall bear liability for any breach of law, including data protection laws, and for infringement of the Third-Parties' rights, in case the Client or its Users when using the Service commit a breach of personal data protection requirements, copyright or associated intellectual property rights, commit unauthorized use of trade marks, commercial names, or other means of individualization. In case the Company receives claims, demands, and/or orders to pay penalty from state bodies and/or Third-Parties in relation to improper use of the Service, the Client shall, using its own resources and at its own expense, settle the abovementioned claims or, in case such claims cannot be settled, shall reimburse the Company for losses incurred in connection therewith.

7.8. The Client shall be responsible for all information or other materials (including data files, texts, and other files and images) obtained using the Service, that the Client or its users provide to Third-Parties, and for all consequences of using the Service (including any losses that may be incurred by the Client, the Company, or Third-Parties).

7.9. Personal Data protection: Client will not: (a) knowingly display, distribute, or otherwise make data collected via the YouScan Platform available to any person or entity that it reasonably believes may use such data in a manner that would have the potential to be inconsistent with that individual's reasonable expectations of privacy; (b) conduct any research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes; (c) use data collected via the YouScan Platform to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by applicable law; or (d) without YouScan's prior written consent, but subject to applicable law, display, distribute, or otherwise make data collected via the YouScan Platform available to any member of the intelligence community or any other government or public-sector entity.

7.10. Restrictions: Client will not: (a) sell, resell, license, sublicense, distribute, or otherwise make the Services (or the results of the Services, including data derived via the YouScan Platform) available to anybody other than its Users for their own internal use, unless stated otherwise on an Order Form; (b) subject to applicable law, attempt to reverse-compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Services; (c) use the Services or any data derived via the YouScan Platform to violate applicable law, including applicable law about data protection, privacy, or information security; or (d) purposefully interfere with or disrupt the performance of the Services, including spamming, hacking, and violating the YouScan Platform's technical limitations, if any.

8. LIMITATION OF THE COMPANY'S LIABILITY

8.1. THE SERVICE IS PROVIDED "AS IS", I.E. WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF ITS USABILITY FOR THE PURPOSES SET BY THE CLIENT, WARRANTIES REGARDING QUALITY OR PERFORMANCE CAPABILITY, OR CONFORMANCE OF THE SERVICE TO THE CLIENT'S GOALS AND EXPECTATIONS.

8.2. THE COMPANY SHALL NOT BEAR RESPONSIBILITY FOR QUALITY AND PERFORMANCE CHARACTERISTICS OF THE SERVICE, EITHER EVIDENT OR ASSUMED. UNDER NO CIRCUMSTANCES SHALL YOUSCAN BE LIABLE IN THE EVENT A THIRD-PARTY PLATFORM RESTRICTS, EITHER TEMPORARILY OR PERMANENTLY, ACCESS TO THIRD-PARTY CONTENT IN SUCH A MANNER THAT WOULD CAUSE ANY PART OF THE CONTENT PROVIDED THROUGH THE SERVICES TO NO LONGER BE ACCESSIBLE TO THE CLIENT. THE CLIENT IS SOLELY RESPONSIBLE FOR OBTAINING, SUBSCRIBING, INSTALLING, MAINTAINING, AND OPERATING ALL ADEQUATE SOFTWARE (SUCH AS A BROWSER), HARDWARE, COMPUTER EQUIPMENT, OR OTHERWISE NECESSARY TO USE OF THE SERVICES. THE COMPANY MAY NOT BE HELD LIABLE FOR ANY DEFECTS OR DELAYS IN THE SERVICE ARISING AS A RESULT OF ANY PROBLEM ASSOCIATED WITH THE INTERNET.



8.3. THE COMPANY SHALL BEAR NO RESPONSIBILITY TOWARDS THE CLIENT, ITS EMPLOYEES, CLIENTS, OR THIRD-PARTIES FOR DIRECT OR INDIRECT DAMAGE, LOSS OF PROFIT, OR OTHER LOSSES THAT MAY BE RELATED TO USAGE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, RELATED TO POSSIBLE INTERRUPTIONS OF WORK, EQUIPMENT INCOMPATIBILITY, NECESSITY TO CHANGE CONFIGURATION, OR INTERRUPTION OF BUSINESS. THE COMPANY BEARS NO LIABILITY FOR UNAUTHORIZED USE OF THE CLIENT'S ACCOUNT BY THIRD-PARTIES.

8.4. IN ACCORDANCE WITH THE PROVISIONS OF THE PRESENT AGREEMENT THE COMPANY SHALL NOT CONTROL INFORMATION AND CONTENT UPLOADED, TRANSFERRED, OR STORED BY THE CLIENT, ITS EMPLOYEES, CLIENTS, OR THIRD-PARTY FROM THE CLIENT'S SIDE USING THE SERVICE AND, CONSEQUENTLY, THE COMPANY DOES NOT GIVE ANY WARRANTIES IN RESPECT ON ACCURACY, COMPLETENESS, OR QUALITY THEREOF, AND BEARS NO LIABILITY FOR ITS CONTENT.

8.5. THE COMPANY BEARS LIABILITY FOR WRONGFUL BREACH OF ITS OBLIGATIONS HEREUNDER, AND THE AMOUNT OF THE COMPANY'S LIABILITY MAY NOT EXCEED THE AMOUNT OF FEE PAID BY THE CLIENT FOR THE MONTH IN WHICH THE SAID BREACH WAS COMMITTED.

8.6. The data collected via the YouScan Platform provided to the Client will include content posted by Third-Parties. Since the data collected via the YouScan Platform is generated automatically by the YouScan Platform the Company does not review the Third-Party content at any stage and makes no warranties or representations with respect to the Third-Party content, including with respect to its legality, non-infringement, offensiveness, ownership and content or the right to use the Third-Party content.

8.7. The Client agrees and acknowledges that the Company may not monitor, edit or review the content collected and distributed to the Client through data collected via the YouScan Platform and that the Company consequently does not retain any liability whatsoever for the content, including but not limited to, whether the content is incorrect, inappropriate, illegal or infringes any intellectual property rights of a Third-Party.

8.8. To the extent permissible under applicable law, any action against the Company based on or arising out of this Agreement or any other legal theory must be brought within one (1) year after the cause of action arises or after expiration or termination of this Agreement, whichever is earlier.

9. CLIENT INDEMNIFICATION

9.1. Client agrees to indemnify and hold the Company harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against the Company by a Third-Party arising from or relating to Client's use of the Services and the API in violation of this Agreement.

10. RIGHTS TO THE RESULTS OF INTELLECTUAL ACTIVITY

10.1. YouScan Platform is the result of the intellectual activity of the Company and is protected according to the applicable copyright law. The Company warrants that it possesses all the rights necessary for entering into the present Agreement.

10.2. The Company is the sole owner of all exclusive rights to the results of intellectual activity related to the Website, the Service, including design elements, text, graphic images, illustrations, and other objects located on the Website, as well as components and elements thereof, and information. For clarification purposes, the Company does not own or license the data derived via YouScan Platform.

10.3. Alienation of or granting the right to use the exclusive rights is not the object of the present Agreement.

11. FORCE MAJEURE CIRCUMSTANCES

11.1. The Parties shall be released from liability for late performance or failure to perform their respective obligations caused by force majeure circumstances, including, but not limited to, lack of action or cooperation on behalf of the other party (including, but not limited, to, persons and legal entities controlled by such party, and their respective officers, directors, other employees or agents), fire or other accidents, acts of God, epidemics, strikes, labour unrests, war or other civil unrest, and laws, regulations and requirements of state bodies and agencies.

11.2. The party referring to the force majeure circumstances should immediately, but not later than five (5) running days after such circumstances arise notify the other Party in writing of such circumstances, stating the nature of circumstances, their anticipated duration, and the extent to which such circumstances hindered the Party's performance hereunder.

11.3. A document issued by a competent authority shall be a sufficient evidence of the existence and duration of the force majeure circumstance.

11.4. In case of circumstances provided in the cl. 11.1 hereof the term for performance of obligations hereunder shall be postponed commensurate to the duration of such circumstances and/or consequences thereof.

11.5. In connection with the use of computers and other equipment, communication channels and / or computer programs owned by Third-Parties, in fulfilling obligations under the Agreement, the Parties agree that the Company is not responsible for any delays, interruptions, direct or indirect damage or loss, occur due to defects in any electronic or mechanical equipment and / or computer programs, or due to other objective technological reasons, as well as due to actions or omissions of Third-Parties, transmission problems data or connection, power outages that occurred through no fault of the Company.



12. CONFIDENTIALITY

12.1. The Parties undertake not to disclose confidential information and not to use it otherwise than in order to perform their respective obligations hereunder. The Party that has received confidential information undertakes to provide it at least the same level of protection as the level of protection of its own confidential information.

12.2. Confidential information means information received in the course of performance hereunder and containing, in particular, legally protected information and/or information that at the moment of its transfer is marked by the disclosing party as "Confidential" or "Strictly confidential", indicating full name and address of its owner, and key words, topic names, their settings and contents formed in the course of using the Company's services.

12.3. The Party that committed disclosure of confidential information or failed to comply with other requirements for ensuring its confidentiality shall bear liability in accordance with the applicable law.

12.4. Confidential information may be provided to competent state authorities in cases and in the procedure provided by the applicable legislation, without entailing liability for disclosure thereof.

12.5. The Client may disclose to the Company information related to identified or identifiable persons of the Client (hereinafter referred to, respectively, as "Personal data" and "Personal data subjects"). The Company is entitled to process Personal data only for the purposes of entering into the Agreement, performing under the Agreement, and for purposes and in cases stipulated by the applicable law (including, in particular, compliance with anti-money laundering requirements, financial and currency control, debt collection, etc.). The Client agrees that for the purposes stated in this clause the Company is also entitled to disclose, without the Client's approval, the Personal data to the companies of the YouScan group. The Company undertakes to process Personal data with the same level of protection as is legally required from the Client. The Client unconditionally agrees with the provisions of this clause and warrants to the Company that the Personal data subjects agreed with performance of the abovementioned activities by the Company.

12.6. Obligations of the Parties provided in this section shall keep in force during the term of the present Agreement and within 3 (three) years after termination hereof.

13. CLAIMS EXCHANGE

13.1. This part regulates the claims exchange procedure between the Parties. The Parties may send each other claims via mail, courier, or by e-mail. Claims sent by any of the abovementioned means entail for the sender and the intended recipient legal consequences provided by the law and the present Agreement.

13.2. Claims sent by e-mail:

13.2.1. The Parties agree that they shall treat claims sent from e-mail addresses provided in the contact details of the Parties (in the absence of e-mail in the details of the Client, the Company may use the e-mail specified during registration of the Client's Account) in the same manners as they treat claims sent in hard copy signed by an authorized person. The e-mail message (hereinafter also the "e-mail") shall contain an enclosed file with a signed claim;

13.2.2. Information on the electronic address of the sender in the respective field of the e-mail browser (program) shall be deemed confirmation that the claim is sent directly by a Party to the present Agreement and is signed by the authorized person. The powers of the person sending the claim message shall be deemed evident from the situation and shall not require additional confirmation;

13.2.3. The Parties warrant that only the Parties and their respective duly authorized persons shall have access to the e-mail address provided. The Parties warrant that the passwords (keys) used for access to the e-mail shall be kept confidential;

13.2.4. It shall be deemed that an intended recipient receives a claim sent to an e-mail address in accordance with the present rules on the first business day following the date of sending the e-mail with the claim. The sending date of an e-mail shall be determined by the respective entry in the e-mail browser (program) of the sender;

13.2.5. The Parties acknowledge legal and evidential force of claims sent by e-mail in accordance with the present rules, including for the purposes of proving in commercial, civil, administrative, or criminal litigation, including for the purpose of proving compliance with the obligatory complaint procedure for dispute resolution;

13.2.6. Sending a claim via e-mail shall be confirmed by the respective entries in the relevant fields of the e-mail browser (program) of the sender;

13.2.7. The Parties bear the obligation to timely check the messages received to the e-mail address provided. In case a Party fails to provide for such check, it shall be responsible for the risk of non-receiving such message. For the purposes of application of existing substantial and procedural law, all claims sent to the address provided in this part of the Agreement in respect with the present rules, shall be deemed received by the intended recipient;

13.2.8. The Parties undertake to provide for a technical feasibility of sending from the addresses provided in this part of the Agreement, and receiving to such addresses, e-mails of up to 20Mb (twenty megabytes) inclusively each. In case it is necessary to send an e-mail exceeding 20Mb (twenty megabytes), the sender shall divide the sent documents



into several e-mails, each not exceeding 20Mb (twenty megabytes). For the purposes of the present clause, the size of an e-mail shall in each case include the enclosed files.

13.3. The provisions of the present rules shall prevail over any provisions of Order Forms or addendums directly or indirectly governing the claim exchange procedure, except when the Parties enter into a specific addendum in order change these particular rules, referencing the amended clauses of the present part of the Agreement, or when the Parties enter into an addendum changing the e-mail addresses for sending and receiving claims.

13.4. Application and construction of the present Agreement, including Order Forms, and all issues pertaining hereto, shall be governed by the applicable law (without regard to the conflict of laws principle).

14. TERM OF THE AGREEMENT

14.1. This Agreement entrance in force at the moment of its acceptance during the Client's registration at the Service via the Website or agreed to via Order Forms, and it continues until all orders have expired or been terminated in accordance with the terms of this Agreement.

14.2. Mutual termination: A party may terminate this Agreement at any time on written notice to the other party if: (a) the other party is in material breach and, if remediable, the breach is not remedied within thirty (30) days of being notified in writing of the breach; or (b) the other party begins insolvency proceedings, becomes the subject of a petition in liquidation, or any other proceeding relating to insolvency, liquidation, bankruptcy, or assignment for the benefit of creditors (including similar proceedings under applicable law); or (c) the other party makes an arrangement with its creditors related to concerns about insolvency.

14.3. The Parties agreed that the Company has the right to refuse to execute the agreement by sending a written notice to the Client. This right is unconditional. Such written notice may be sent to the Client's email address used to register the Client's Account on the Service. The Agreement is considered terminated from the moment the Company forwards a notice. In case of early refusal of the Company to execute the Agreement, the Company shall refund part of the Fee in proportion to the period when the Service shall not be used by the Client, unless specified otherwise in the Agreement.

14.4. If Client is a consumer based in the European Union, he/she has a statutory right to a "cooling-off" period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between a seller and a buyer, is formed and ends at the end of fourteen (14) calendar days after that date. Under normal circumstances, features requiring the payment of the Fees on the Website are made available during a trial period and immediately upon the payment and/or confirmation of the order by the Client. By expressly requesting this, Client waives the right to the cooling-off period and may not cancel the contract merely because Client has changed his/her mind.

15. ANTI-BRIBERY CLAUSE. REPRESENTATIONS AND WARRANTIES

15.1. The Parties represent and warrant to each other that they possess requisite powers and authority necessary for entering into and performing the present Agreement.

15.2. The Parties acknowledge and warrant that each of them maintains a zero-tolerance approach towards bribery and corruption that unconditionally prohibits engaging in any corrupt activity and/or making any facilitating payments/payments aimed at streamlining formalities related to business activity and/or accelerating handling of particular issues. In relation to the present Agreement the Parties and their respective affiliated entities, employees, intermediaries, and representatives (including agents, commission agents, customs brokers, and other Third-Parties directly or indirectly participating in the performance under the Agreement) do not and shall not accept, pay, propose to pay, or permit (approve) direct or indirect payment/receipt of any monetary funds or direct or indirect transfer of any valuables (including intangible) to any persons in order to affect their actions or decisions with the view to obtain any undue preferences, including by evading the legally provided procedure, or with other undue purposes.

15.3. As regards the representations provided in clause 15.2 of the Agreement, the Parties shall adhere to, apply, and comply with the following national and international legal acts:

- 15.3.1. The guiding principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- 15.3.2. The US Foreign Corrupt Practices Act of 1977;
- 15.3.3. Other provisions of Cypriot legislation related to corruption and commercial bribery.

15.4. In case a Party suspects that a breach of any provisions of the present Agreement has taken or may take place, it undertakes to immediately notify the other Party of such suspicions in writing.

15.5. Clauses 15.1-15.4 of the Agreement constitute representations within the meaning of the applicable law, are of essential importance for the Company, and the Company relies thereupon in entering into and performing under the Agreement.

15.6. In case any representations provided in the present part of the Agreement are inaccurate, the Party that gave such representations shall, upon a respective written request of the other Party, pay a penalty fine in the amount of double payment amount under the respective Order Form, and reimburse such other party for all the losses incurred in relation to such inaccuracy, to the extent not covered by the penalty fine. The Party may unilaterally repudiate the Agreement or a particular Order Form to the Agreement in an extrajudicial procedure, by notifying the other Party of such repudiation in writing, as of



the date stipulated in such notice. In such case, the Party shall not reimburse the other Party for the expenses actually incurred in connection with complying with the provisions of the Agreement.

16. CONCLUDING PROVISIONS

16.1. The Parties are independent contractors. This Agreement does not create a joint venture, partnership, employment, franchise, or agency relationship exists between the Client and the Company.

16.2. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

16.3. This Agreement, together with any applicable Order Form(s) (including any other documents referenced therein), comprises the entire agreement between the Client and the Company regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements. In the event of any conflict between the terms of this Agreement and the terms of any Order Form, the terms of the Order Form shall prevail unless the otherwise is agreed in the Order Form. Any amendments shall be valid only if executed in writing and signed by the authorized representatives of the Parties. All attachments relating to the present Agreement drawn up by the Parties shall include a reference to the present Agreement and shall include a date of signing the document.

16.4. Unless provided otherwise by the present Agreement, exchange of information (materials) between the Parties hereunder shall be performed only in writing. Written communications of the Parties (including claims, notifications, etc.) shall be sent by post, by fax, by e-mail, by courier, delivered to the Party (its authorized representative) personally, or delivered by any other means allowing to confirm the fact (date, time) of its delivery and the sender. In order to confirm authenticity of a message delivered in hard copy, it will suffice to visually compare (without using special knowledge or technical means) the signatures of the authorized persons of the Party and seal impressions on the document with the specimens held by the Parties. In case sending written messages by e-mail, the appropriate and sufficient proof of receipt of notices by e-mail shall be a report of the sender's mail server on the delivery of an email to the recipient's address.

16.5. For the purpose of fulfillment of the Parties' obligations hereunder business days shall mean business days of a five-day business week (all the days of the week excluding Saturdays and Sundays), not being public holidays in accordance with the law of Republic of Cyprus.

16.6. The Parties shall notify each other of change of their respective addresses, contact telephone and fax numbers, or banking details within five (5) business days after such change and notify each other of change of their e-mail addresses within twelve (12) hours after such change. In case of failure to fulfill these obligations, the messages delivered to the details indicated in the present Agreement shall be deemed duly sent.

16.7. The present Agreement, Order Forms, and addendums hereto and all matters not covered by the present Agreement, Order Forms, and addendums hereto, shall be governed by the law of Republic of Cyprus. Any claims or actions arising in respect of or in relation to the scope of the present Agreement (or in relation to the services) shall be decided solely by the Court of Limassol in accordance with provisions of the applicable laws of Republic of Cyprus. The Parties hereby expressly and unconditionally (i) submit to the exclusive jurisdiction of the abovementioned court in respect of such claims or actions, and (ii) waive, to the fullest extent permitted by law, any right to raise improper venue and to demand change of venue.