



## Terms and Conditions (YouScan Master Subscription Agreement)

(version of no effect)

Version 3.0, Effective as of July 14, 2020

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 with YouScan covering its use of the Service, then that contract shall govern instead.

In these Terms and Conditions ("Agreement"), "Licensee" shall refer to you, unless you are accepting on behalf of a company in which case "Licensee" shall mean that organization; and both "YouScan" and "Licensor" 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. Licensor and Licensee are each referred to in this Agreement as a "Party" and collectively as the "Parties." 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.

You agree to incorporate the requirements of YouScan's Terms and Conditions and policies into your own products and policies and ensure that your customers adhere to our Terms and Conditions and policies published at [www.youscan.io](http://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).

### 1. TERMS AND DEFINITIONS

1.1. **"YouScan Social media monitoring service" software** means YouScan computer program (result of the Licensor's intellectual activity) located on the Licensor's hardware and software system, accessed through the Site, and used for permitted purposes (hereinafter referred to as the Software, Program or Service).

1.2. **Computer program** means an objectively represented complex of data and commands designed for operation of electronic computing machines and other computer devices with the aim to obtain a certain result, including visualizations generated thereby.

1.3. **Data analysis** means analytical actions of the Licensee, 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 particular Permitted purpose.

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

1.4.1. creation by the Licensee, by way of Data analysis, of commercially valuable information regarding brand image, that allows to identify reputational risks, and that the Licensee may subsequently use to improve its brand image.

1.4.2. creation by the Licensee, by way of Data analysis, of commercially valuable information, to be subsequently used by the Licensee in its own interests or provided by the Licensee to its Clients on a fee basis.

1.5. **Website (site)** means an Internet resource of the Licensor located at [www.youscan.io](http://www.youscan.io). The Licensor warrants that it owns all rights to the Site that are necessary for performing its obligations under the License agreement. The Site provides information on the Service, tariffs and amount of fees for granting the right to use the Service and serves as the official means of notifying the Licensee of amendments to the Service through information published on the Site in cases provided hereunder.

1.6. **Licensor** means the owner of all exclusive proprietary rights to the Software known as of the moment of entering into the Agreement, that is entitled to grant rights to use the Software under a license agreement.

1.7. **Licensee** means an individual entrepreneur, a person or a legal entity to which the Licensor grants the non-exclusive right to use the Software on the terms provided by a license agreement.



1.8. **Master Subscription Agreement (license agreement)** means the present Agreement, all Schedules, statement of works and Addendums hereto, executed in writing and containing all main conditions on which the Licensor undertakes to grant the Licensee the right to use the Software.

1.9. **License** means the non-exclusive right to use the Software with certain functionality, that the Licensor grants to the Licensee on the conditions stipulated in the present Agreement. Information on the types of Licenses offered by the Licensor and their respective price is published on the Licensor's web site.

1.10. **License fee** means the monetary compensation paid by the Licensee to the Licensor for granted right to use the license as the object of the license agreement.

1.11. **Client** means a person or an entity, named in the Schedule hereto, that instructed the Licensee to enter into the present Agreement.

1.12. **Software license support** means automatic update of the Software versions performed by the Licensor at its own discretion during the term of the License agreement in order to fix possible software errors identified in previous versions, or due to other changes and updates.

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

1.14. **Basic software maintenance** means support provided by the Licensor's specialists via dedicated line for receipt and solution of technical requests (e-mail: [support@youscan.oi](mailto:support@youscan.oi)), support via system 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 software maintenance services are not subject to separate fees.

1.15. **Third persons** mean persons, individual entrepreneurs, and legal entities that are not a Party to the present Agreement.

1.16. **Licensee'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 Licensee to the Licensor during registration in the Service.

1.17. **Pricing plan** means the amount of license fee for the right to use the Service determined by the amount of the Service functions, number of topics for monitoring and the duration of the right to use the Service.

1.18. **Request** means a document (a letter in any format) sent by the Licensee to the Licensor containing the intention to obtain access to the System and indicating the Pricing plan and requested date of granting the access.

1.19. **Order** means a document 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):

- 1.19.1. expiration of the period of use of the Software agreed by the Parties;
- 1.19.2. termination of the Agreement in accordance with clause 13 of the Agreement;
- 1.19.3. failure to timely pay the fee (before the date of notification of suspending the license (blocking the account) sent by the Licensor) in accordance with cl. 7.2. the Agreement).

1.20. **The right to the non-exclusive license** shall be deemed granted as of the moment of signing the Order that shall form an integral part of the present Agreement.

1.21. **YouScan Data** means any data in YouScan's database that YouScan uses in providing the Services, excluding Customer Data.

1.22. **Customer Data** means data that Licensee uploads via YouScan's web-site (or otherwise makes available to YouScan) for the purpose of YouScan processing that data on Licensee's (Customer's) behalf.

1.23. **User** means an individual that Customer (directly or indirectly) has authorised to use the Services and/or the Third-Party Services.

## 2. SCOPE OF THE AGREEMENT

2.1. Under the present Agreement the Licensor shall grant the Licensee a non-exclusive right to use the Software ("YouScan Social Media Monitoring Service") on the terms stipulated by the present Agreement, schedules, and addendums hereto, and in accordance with the chosen pricing plan, and the Licensee undertakes to timely pay the Licensor the license fee in full, and to use the Software on the terms stipulated by the present Agreement and schedules hereto.

2.2. The right to use the Service granted hereunder includes a copy of the Software that allows the Licensee to perform any actions related to using the Service in accordance with its purpose, namely:



- 2.2.1. to remotely access the Service via the Internet, including to provide its employees with remote access for using the Service;
- 2.2.2. to access the Service and information created using the Service, in order to compile consolidated reports;
- 2.2.3. to retrieve monitoring results in the formats allowed by the Service;
- 2.2.4. to use the resulting data at its option, but in accordance with the permitted purpose.

2.3. YouScan software may be used only by the Licensee itself or by the Clients listed in the Schedule hereto with which the Licensee has concluded a respective agreement containing obligations to maintain confidentiality of provided information.

2.4. The software is provided to the Licensee "as is" without warranties of any kind, including warranties of conformance of the Service to the client's expectations and usage or non-usage of the said right during the license term.

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 Licensor. The provisions of the present Agreement do not limit the Contractor's right to use and dispose of the data at its own option and discretion, including the right to grant third parties an access to the data.

2.6. List of Pricing plans:

**Pricing plan "Standard":**

- 5 (five) monitoring topics (minimum, then each step – five topics);
- Analytical window 100,000 (one hundred thousand) mentions to each topic;
- 5 (five) 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":**

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

**Pricing plan "Insight":**

- 5 (five) monitoring topics (minimum, then each step - five topics);
- Analytical window 10,000,000 (ten million) mentions to each topic;
- Features of "Pro" pricing plan;
- Image recognition function "Visual insights";
- Application programming interface (API);
- 100 (one hundred) rules per topic;
- Integration: Telegram, Slack, Help Desk, CRM, WebHook;
- Data collection: keyword search, channels, text on images (OCR)

**Pricing plan "Enterprise" (customizable):**

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

**Additional Modules (available at extra costs):**

- 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 price plan is formalized by a separate Schedule to the present Agreement and requires issuance of a new Order on granting the right to use the Service, indicating the new price plan. Change of a price plan with a higher amount of the Service functions (including a quantity of monitoring topics) to a price plan with less amount of the Service functions (including less quantity of monitoring topics) is not allowed.

2.8. Under the present Agreement the Software may be legitimately used only on the territory of the country where the Licensee is legally registered (has a registered address). This condition shall not apply to branches of legal entities in countries other than the country of registration of the Licensee. Such corporate divisions within a single legal entity shall independently purchase a license from the Licensor.



2.9. YouScan Social media monitoring service is a result of the intellectual activity of the Licensor and is protected according to the Cypriot copyright law. The Licensor warrants that it possesses all the rights necessary for entering into the present Agreement.

2.10. The right to use the Service is granted for the term indicated in the Order.

### **3. REGISTRATION IN THE SERVICE**

3.1. The right to use the Service is granted to the Licensee by granting round-the-clock access to the Service. In order to access the Service, the Licensee shall register a Licensee Account following the registration procedure provided on the Site. After registering the Licensee Account on the Site, the Licensee receives unique login and password to identify the Licensee in the Service. The abovementioned login and password are sent to the Licensee by electronic means to the e-mail address specified by the Licensee at registering the Licensee Account.

3.2. **Responsibility:** Licensee: (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>.

### **4. PROCEDURE OF GRANTING THE RIGHT OF USE**

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 Licensee using the Licensee Account forms requests for required monitoring by entering the relevant request parameters in the respective request fields in the Licensee 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 Licensee Account.

### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **5.1. Rights and obligations of the Licensor:**

- 5.1.1. The Licensor is entitled to dispose of the Software, to transfer the rights to use the Software to third parties, to use the Software in any form and by any means as it thinks fit;
- 5.1.2. The Licensor is entitled to receive License fee for the Software Licenses granted to the Licensee in accordance with the provisions of the present Agreement;
- 5.1.3. The Licensor is entitled to update the contents, functions, and user interface of the Software (Service) at its own discretion. The Licensor bears no responsibility towards the Licensee for modification of the Service. The Licensor is entitled to notify the Licensee of certain performed modifications by publishing a notice on the Site, via the System interface, and/or by e-mail to the Licensee address specified by the Licensee at registering in the Service;
- 5.1.4. The Licensor is entitled to add, edit or delete any information at its own discretion, including to change the number and the scope of social media analyzed by the Service;
- 5.1.5. The Licensor is entitled to request the Licensee 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 5 (five) business days after receiving such request the Licensee 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 Licensee the Licensor is entitled to suspend or block the Licensee's access to the Service, and such suspension or blocking shall not be deemed a breach of the present Agreement by the Licensor and shall not entail liability;
- 5.1.6. The Licensor 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 Licensee. The Licensor may make routine interruptions, in particular, for updating the Service functionality. Routine interruptions may not last longer than 8 hours in any calendar month and should be made at nighttime (from 12.00 a.m. to 06.00 a.m. Moscow time);
- 5.1.7. In case the Licensee has complaints regarding quality of the Service, the Licensor shall not make any compensations towards the Licensee and shall not bear any liability for any losses of the Licensee incurred as the result of using or inability to use the Service. The Licensor 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:
  - 5.1.7.1. correct the property of the Service (Service Pack) in the next version thereof;
  - 5.1.7.2. correct the property of the Service (HotFix) within reasonable time after detection, before the next version of the Service is released;
  - 5.1.7.3. to qualify the property of the Service as not subject to change;
- 5.1.8. The Licensee agrees that the Licensor may use the Licensee's name and logo in the Licensor's sales and marketing related materials in connection with the promotion, publicity, or advertising of YouScan and its products and/or services. The Licensee may revoke its consent at any time by emailing [info@youscan.io](mailto:info@youscan.io);



- 5.1.9. The Licensor undertakes to refrain from any actions that may hinder the Licensee's use of the granted right to use the Software during the license term;
- 5.1.10. The Licensor undertakes to render basic technical support to the Licensee in respect of using the Service.
- 5.1.11. The Licensor bears no liability for unauthorized use of the Licensee's account by third parties.

## 5.2. **Rights and obligations of the Licensee:**

- 5.2.1. The Licensee is entitled to use the Service on the terms and within the limits stipulated by the present Agreement and schedules hereto;
- 5.2.2. The Licensee undertakes not to disclose to third parties, including its Clients (except for those listed in Schedules 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 Licensor. The Licensee also undertakes to use the "YouScan Social Mention Wall" and the data obtained with its assistance, exclusively for his/her own needs. The public display by the Licensee 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 Licensee shall grant access to the Service and data only to its employees that entered with the Licensee 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 Licensee guarantees performance of obligations assumed by it in accordance with the present Agreement. The Licensor may request, and the Licensee shall provide, upon the Licensor'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 5 (five) business days after the date of such request from the Licensor, ensuring compliance of such provision with the confidentiality requirements of such agreements;
- 5.2.5. The Licensee 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 Licensee's Account in the Service. All actions performed using login and password of the Licensee are deemed to be performed by the Licensee. The Licensee bears sole responsibility towards third parties for all actions performed using login and password of the Licensee, and bears the risk of possible adverse consequences for itself and the Licensor;
- 5.2.6. The Licensee undertakes to immediately notify the Licensor in case of loss and/or disclosure of login and password by the Licensee;
- 5.2.7. The Licensee acknowledges and agrees that all intellectual rights, including exclusive right to the Service, trademark, service mark, and other results of intellectual activity, including the ones displayed on the Site, are owned by the Licensor;
- 5.2.8. The Licensee undertakes not to use any devices or computer programs in order to interfere in proper functioning of the Site and the Service;
- 5.2.9. The Licensee 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;
- 5.2.10. The Licensee undertakes not to conclude sublicense agreements, not to transfer in any other way the rights to the Software, and not to assign or transfer its rights and obligations hereunder to third parties without written consent of the Licensor;
- 5.2.11. The Licensee undertakes to pay the License fee according to the procedure, in the amount and within the time limits stipulated by the present Agreement and annexes to it;
- 5.2.12. The Licensee hereby acknowledges that it has reviewed all functional attributes and characteristics of the Service. The Licensee bears the risk of any nonconformance of the Service to the Licensee's needs and requirements;
- 5.2.13. The Licensor 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 Licensee. The Licensee 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);
- 5.2.14. The Licensee undertakes not to perform the following actions:
  - 5.2.14.1. copy the Service or any part thereof;
  - 5.2.14.2. modify the Service or any part thereof;
  - 5.2.14.3. decompile or otherwise transform the Service or any part thereof into source code;
  - 5.2.14.4. discover in any other manner the source code of the Service;
  - 5.2.14.5. change the Service in any manner or in any form;
  - 5.2.14.6. access the Licensor's API in order to build a similar or competitive product or service, use unauthorized modified versions of the Software, including, in particular, creation of similar products and/or competing service or obtaining unauthorized access to the Software;
  - 5.2.14.7. modify (rework) the Service in any manner (modification (reworking) means any change of the Service, including translation from one language to another);
  - 5.2.14.8. falsify its IP address and address used in other network protocols for transmitting data;
  - 5.2.14.9. perform actions aimed at disrupting work of the Service;
  - 5.2.14.10. perform actions aimed at obtaining access to data of other Service users;
  - 5.2.14.11. provide access to the Service to third parties from the Licensee's side. Any transfer (assignment) from the Licensee to third parties may be performed only upon written consent of the Licensor;
  - 5.2.14.12. disclose the parameters for accessing the Account, including, but not limited to, logins and passwords, authorization tokens for API access, to third parties;



- 5.2.14.13. 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 Licensee'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;
- 5.2.14.14. use the Application Programming Interface (API), a method of augmenting or altering the behavior of a web page or application with custom callbacks (webhook), as well as Licensor's standard connectors to provide wide-scale/streaming transfer of data to external services/platforms of the Licensee 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 par. 1.4. ("Permitted purpose");
- 5.2.15. The Licensor warrants that the Licensee and any persons acting on behalf of the Licensee shall not use the Service for inducing the Licensor's clients to use competing programs and services;
- 5.2.16. The Licensor released from the duty to provide the Licensor with any reports on using the Software, except for stipulated in the present Agreement and schedules hereto;
- 5.2.17. In case a Licensee at his/her own initiative discontinues using the Service, the fee for using the Service shall not be recalculated and returned;
- 5.2.18. The Licensee undertakes not to use the YouScan Service and information obtained using the YouScan Service for any activity prohibited by the legislation of the Cyprus, 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.

## **6. LICENSOR'S FEE AND SETTLEMENT PROCEDURE**

- 6.1. The amount of the Licensor's fee for granting the right to use the Service shall be calculated in accordance with the Pricing plan chosen by the Licensee. Licensee will pay the fees for the Services set out in an Order. Licensee will be billed at the time at which sign up for the Service and thereafter for a minimum contract period determined in the Order and automatically renewing on the same terms until cancellation or termination.
- 6.2. The Licensee undertakes to prepay 100% of the Licensor'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 Licensee has to withhold any taxes or duties withheld in such foreign jurisdiction from the Licensor 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 Licensor shall be increased in such a way so that the net amount received by the Licensor after withholding or payment of the said taxes would be equal to the amount indicated in the Schedule hereto.
- 6.4. The Licensor is entitled to change the amount and the procedure for payment of the License fee.
- 6.5. New terms regarding the amount and settlement terms apply only to the Licenses that had not been paid for by the Licensee at the moment of entry of the new terms into force.
- 6.6. The terms of the Agreement shall be extended for a similar period if the Licensee continues to use the Service after the expiration of a previously paid period. The Licensee undertakes to timely pay the License fee in full based on the invoice issued by the Licensor. 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 schedules hereto, and in the part not covered by present Agreement and schedules hereto – in accordance with the legislation of Cyprus.
- 7.2. The Licensor is entitled to suspend the license (to block the account) in case of breach of payment terms stipulated by the present Agreement and schedules hereto by more than 5 (Five) running days. For this purpose, blocking the account does not imply termination of the present Agreement and schedules hereto. For the term of blocking the account the License 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 0.1 (zero point one) per cent of the amount of non-performed obligations for each day in arrears, but not



exceeding 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 schedules hereto.

7.4. The Licensor in no circumstances shall bear liability for:

- 7.4.1. any adverse effects being direct or indirect results of actions/omission of the Licensee and/or third parties on the Licensee's side;
- 7.4.2. any consequential losses and/or lost profit of the Licensee and/or third parties on the Licensee' side, regardless of whether the Licensor could foresee such losses or not.

7.5. 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 Licensor reserves the right to suspend the Licensee's access to the Service by sending the Licensee a written notification of the found violations with a demand to remedy such violations. In case the Licensee fails to remedy the violations within the term stipulated in the notification, the Licensor shall be entitled to delete the Licensee's Account without recalculation of the Licensor's fee and without compensating the Licensee for any losses.

7.6. In case the Licensee when using the Service commits breach of any provision of the present Agreement and/or the legislation of Cyprus, the Licensor shall be entitled to unilaterally suspend the access to the Service without recourse to court proceedings until the Licensee remedies such breach, or to terminate the present Agreement by sending the Licensee a written notification thereof, effective from the date stipulated in such notification, without recalculation of the Licensor's fee and without compensating the Licensee for any losses.

7.7. The Licensor undertakes to compensate for losses, protect the interests, and indemnify the Licensee 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.

7.8. The Licensee shall bear liability for any breach of law, including data protection laws, and for infringement of the third parties' rights, in case the Licensee or its users when using the Software 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 Licensor receives claims, demands, and/or orders to pay penalty from state bodies and/or third parties in relation to improper use of the Software, the Licensee 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 Licensor for losses incurred in connection therewith.

7.9. The Licensee shall be responsible for all information or other materials (including data files, texts, and other files and images) obtained using the Software, that the Licensee or its users provide to third parties, and for all consequences of using the Software (including any losses that may be incurred by the Licensee, the Licensor, or third parties).

7.10. Personal Data protection: Licensee will not: (a) knowingly display, distribute, or otherwise make YouScan Data available to any person or entity that it reasonably believes may use YouScan 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 YouScan Data 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 YouScan Data available to any member of the intelligence community or any other government or public-sector entity.

7.11. Restrictions: Licensee will not: (a) sell, resell, license, sublicense, distribute, or otherwise make the Services (or the results of the Services, including YouScan Data) available to anybody other than its Users for their own internal use, unless stated otherwise on an Order; (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 YouScan Data 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 YouScan's technical limitations, if any.

## **8. LIMITATION OF THE LICENSOR'S LIABILITY**

8.1. As stat above in cl. 2.4 hereof, the Software is provided "as is", i.e. without warranties of any kind, including warranties of its usability for the purposes set by the Licensee, warranties regarding quality or performance capability, or conformance of the Software to the client's goals and expectations.

8.2. The Licensor shall not bear responsibility for quality and performance characteristics of the Software, either evident or assumed.

8.3. The Licensor shall bear no responsibility towards the Licensee, 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 Software, including, but not



limited to, related to possible interruptions of work, equipment incompatibility, necessity to change configuration, or interruption of business.

8.4. In accordance with the provisions of the present Agreement the Licensor shall not control information and content uploaded, transferred, or stored by the Licensee, its employees, Clients, or third party from the Licensee's side using the Software and, consequently, the Licensor does not give any warrants in respect on accuracy, completeness, or quality thereof, and bears no liability for its content.

8.5. The Licensor bears liability for wrongful breach of its obligations hereunder, and the amount of the Licensor's liability may not exceed the amount of fee paid by the Licensee for the month in which the said breach was committed.

8.6. The Data provided to the Licensee will include content posted by third parties. Since the Data is generated automatically by the System the Licensor 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 Licensee agrees and acknowledges that the Licensor may not monitor, edit or review the content collected and distributed to the Licensee through Data and that the Licensor 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.

## **9. RIGHTS TO THE RESULTS OF INTELLECTUAL ACTIVITY**

9.1. The Licensor is the sole owner of all exclusive rights to the results of intellectual activity related to the Site, the Software (the Service), including design elements, text, graphic images, illustrations, and other objects located on the Site, as well as components and elements thereof, and information.

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

## **10. FORCE MAJEURE CIRCUMSTANCES**

10.1. 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.

10.2. The party referring to the force majeure circumstances should immediately, but not later than 5 (five) 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.

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

10.4. In case of circumstances provided in clause 10.1 hereof the term for performance of obligations hereunder shall be postponed commensurate to the duration of such circumstances and/or consequences thereof.

10.5. 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 Licensor 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 Licensor.

## **11. CONFIDENTIALITY**

11.1. 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.

11.2. 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 Contractor's services.

11.3. 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 legislation of Cyprus.

11.4. 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.





11.5. The Licensee may disclose to the Licensor information related to identified or identifiable persons of the Licensee (hereinafter referred to, respectively, as "Personal data" and "Personal data subjects"). The Licensor 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 legislation of Cyprus (including, in particular, compliance with anti-money laundering requirements, financial and currency control, debt collection). The Licensee agrees that for the purposes stated in this clause the Licensor is also entitled to disclose, without the Licensee's approval, the Personal data to the companies of the YouScan group. The Licensor undertakes to process Personal data with the same level of protection as is legally required from the Licensee. The Licensee unconditionally agrees with the provisions of this clause and warrants to the Licensor that the Personal data subjects agreed with performance of the abovementioned activities by the Licensor.

11.6. 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.

## **12. RULES OF CLAIMS EXCHANGE. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE.**

12.1. 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.

12.2. Claims sent by e-mail:

12.2.1. The Parties agree that they shall treat claims sent from e-mail addresses provided in the Details of the Parties (in the absence of e-mail in the details of the Licensee, the Licensor may use the e-mail specified during registration of the Licensee'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;

12.2.2. 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;

12.2.3. 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;

12.2.4. It shall be deemed that the 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;

12.2.5. 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;

12.2.6. 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;

12.2.7. 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;

12.2.8. 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.

12.3. The provisions of the present rules shall prevail over any provisions of Orders or addendums directly or indirectly governing the claim exchange procedure, except when the Parties enter into an 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.

12.4. Application and construction of the present Agreement, including schedules and all issues pertaining hereto, shall be governed by the legislation of Cyprus (without regard to the conflict of laws principle). 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 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.

### **13. TERM OF THE AGREEMENT**

13.1. This Agreement begins when it is signed by the parties or agreed to via an Order, and it continues until all Orders have expired or been terminated in accordance with the terms of this Agreement.

13.2. 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 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.

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

13.4. If Licensee is a consumer based in the European Union, he 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 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 Licensor's payment/confirmation of the order. By expressly requesting this, Licensee waives the right to the cooling-off period and may not cancel the contract merely because Licensee has changed his mind.

### **14. REPRESENTATIONS AND ANTI-BRIBERY CLAUSE**

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

14.2. 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.

14.3. As regards the representations provided in clause 14.2 of the Agreement, the Parties shall adhere to, apply, and comply with the following national and international legal acts:

14.3.1. The guiding principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

14.3.2. The US Foreign Corrupt Practices Act of 1977);

14.3.3. Other provisions of Cypriot legislation related to corruption and commercial bribery.

14.4. 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.

14.5. Clauses 14.1.-14.4. of the Agreement constitute representations within the meaning of the laws of Cyprus, are of essential importance for the Licensor, and the Licensor relies thereupon in entering into and performing under the Agreement.

14.6. 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 Schedule, 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 Schedule 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.

### **15. CONCLUDING PROVISIONS**

15.1. Discontinuation of using the Service in accordance with cl. 5.2.17 and cl. 7.2 shall not entail termination of the Agreement.



15.2. Any amendments and additions to the present Agreement shall form an integral part hereof. Any amendments shall be valid only if executed in writing and signed by the authorized representatives of the Parties. All Schedules 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.

15.3. The Licensee hereby gives its consent to gathering, storing and processing of the personal data of its employees and other persons having access to the System, to be performed by the Licensor solely for the purpose of fulfillment of its obligations provided by the present Agreement and schedules hereto.

15.4. 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.

15.5. 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 legislation of Cyprus.

15.6. The Parties shall notify each other of change of their respective addresses, contact telephone and fax numbers, or banking details within 5 (Five) business days after such change and notify each other of change of their e-mail addresses within 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.

15.7. In all other matters not covered by the present Agreement and Schedules hereto, the Parties shall be governed by the legislation of Cyprus.