

TERMS AND CONDITIONS

MOBILEMARKETRESEARCH

The Services are offered over the internet in the form of Software-as-a-Service by the company MobileMarketResearch. The use of the Services is subject to the below terms and conditions. Using the Services constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by MobileMarketResearch.

ARTICLE 1. USE OF THE SERVICE

- 1.1 The Services allow you to collect data using mobile apps and to process the collected data for online viewing. It is up to you which data you want to collect and what you do with the results, provided, however, that you comply with these terms and conditions.
- 1.2 To use the Services, you first need to register. After completing registration, you can directly log into your account and use the Services.
- 1.3 You must secure access to your account using the username and password against third parties. In particular, you must keep the password strictly confidential. MobileMarketResearch may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are fully liable for these actions. You must immediately notify MobileMarketResearch of any unauthorized use of your account or any other security breach, so MobileMarketResearch can take appropriate measures.
- 1.4 The Services allow you to process personal data. MobileMarketResearch acts as a data processor within the meaning of the Dutch Data Protection Act (hereinafter: "the Act"); you are the controller. You indemnify and hold harmless MobileMarketResearch against all claims by third parties in connection with or arising from this Act.

ARTICLE 2. TERMS OF USE

- 2.1 It is not permitted to use the Services for any purpose that violates Dutch, Canadian or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libellous or racist.
- 2.2 In particular, it is not permitted to ask for personal data without having published an adequate privacy policy. In the privacy policy you must clearly specify, amongst others, what types of data you collect, for what purposes and explain how your end users can review, modify or delete their personal data collected by you. In respect of all processing of personal data, you must comply with the Act.
- 2.3 Should MobileMarketResearch discover that you violate any of the above, or receive a complaint alleging the same, MobileMarketResearch will issue a warning. If the warning does not lead to an acceptable solution, then MobileMarketResearch may intervene to end the violation. In urgent or serious cases, including, without limitation, the cases referred to in the next paragraph, MobileMarketResearch may intervene without issuing a warning.
- 2.4 If in the opinion of MobileMarketResearch the continued functioning of the computer systems or network of MobileMarketResearch or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of email or other data, leaks of personal data or virus activity, MobileMarketResearch may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.5 MobileMarketResearch is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

- 2.6 You acknowledge and agree that MobileMarketResearch does not pre-screen the contents or use of the Services and that MobileMarketResearch has no influence over the contents or use of the Service. Everything that has been uploaded, transmitted, made available or otherwise distributed through your use of the Services falls under your responsibility. Without limiting the foregoing, MobileMarketResearch will have the right (but not the obligation), at its sole discretion, to refuse or remove content (or any parts thereof).
- 2.7 MobileMarketResearch may recoup from you all damages it suffers as a result of your violation of these terms and conditions. You agree and hold harmless MobileMarketResearch from and against all third-party claims arising out of your violation of these terms and conditions.

ARTICLE 3. AVAILABILITY AND MAINTENANCE

- 3.1 MobileMarketResearch will make efforts to realize the uninterrupted availability of its systems, network and Services, but offers no guarantees in this regard, unless a separate Service Level Agreement is concluded with MobileMarketResearch.
- 3.2 MobileMarketResearch actively maintains its systems, network and the Services. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
- 3.3 MobileMarketResearch may from time to time adapt the Services. Your feedback and suggestions are welcome but ultimately MobileMarketResearch decides which adaptations to carry out (or not).
- 3.4 If MobileMarketResearch considers that there is a danger to the functioning of its systems, network or Services, MobileMarketResearch will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger.

ARTICLE 4. INTELLECTUAL PROPERTY

- 4.1 The Services, the accompanying software as well as all information and images on the website is the intellectual property of MobileMarketResearch. None of these items may be copied or used without prior written permission of MobileMarketResearch, except and to the extent permitted by mandatory law.
- 4.2 Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). MobileMarketResearch receives a limited license to use this information for providing the Services, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement. Without your prior permission, MobileMarketResearch shall not use the information for any other purpose.
- 4.3 If you send information to MobileMarketResearch, for example a bug report or suggestion for improvement, you grant MobileMarketResearch a perpetual and unlimited license to use this information for the Service. This does not apply to information you expressly mark as confidential.
- 4.4 MobileMarketResearch shall refrain from accessing data you store or transfer using the Services, unless this is necessary for a good provision of the Service or MobileMarketResearch is forced to do so by law or order of competent authority. In these cases MobileMarketResearch shall use its best efforts to limit access to the information as much as possible.

ARTICLE 5. COMPENSATION FOR THE SERVICE

- 5.1 The use of the Services is subject to a fee which is due every month or every quarter. The fees are indicated on the website of

- MobileMarketResearch and may be subsequently agreed to between the parties. The fee is charged upon expiry of each applicable period.
- 5.2 You will pay the amounts in accordance with the payment conditions stated by MobileMarketResearch. Payment is possible by making a wire transfer to the account of MobileMarketResearch, by credit card, or as explained further on the website of MobileMarketResearch.
- 5.3 Invoiced amounts are due and payable within thirty (30) calendar days after the invoice date, unless stated otherwise.
- 5.4 If an amount due is not paid within the payment term, statutory interest will be due in respect of the outstanding amount, without requiring further notice of default. In the event payment is not made on time, you are obliged to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.
- 5.5 If you do not pay the fees on time, MobileMarketResearch will have the right, after it has issued a warning, to limit the use of the Service and, after a renewed warning, to fully block the use of the Service until the amounts have been fully paid.
- 5.6 A claim for payment becomes immediately due and payable in the event you are declared bankrupt, apply for a suspension of payment, or if all or part of your assets are attached or liquidated.

ARTICLE 6. LIMITATION OF LIABILITY

- 6.1 MobileMarketResearch is an intermediary as described in Article 196c of Book 6 of the Dutch Civil Code (based on Article 14 of the E-Commerce Directive 2000/31/EC). As a result, MobileMarketResearch is not responsible nor liable for the contents uploaded, transmitted, made available or otherwise distributed through your use of the Services.
- 6.2 Except in case of intentional misconduct or deliberate recklessness, and subject to Article 6.1, the liability of MobileMarketResearch shall be limited to the amounts paid by you in the three (3) months prior to the moment the cause of the damage occurred.
- 6.3 MobileMarketResearch in no event is liable for indirect damages, consequential damages, lost profits, missed savings, loss of (business) data or damages through business interruption.
- 6.4 Damages may only be claimed if reported in writing to MobileMarketResearch at most two months after discovery.
- 6.5 In case of force majeure, MobileMarketResearch is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

ARTICLE 7. CONFIDENTIALITY

- 7.1 With respect to the information disclosed by and between the parties while using the Services, the parties shall accept the duty to observe strict secrecy when the information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential.
- 7.2 MobileMarketResearch shall not examine data stored and/or distributed by you while using the Services, unless and to the extent this is reasonably necessary for the proper provision of the Services or in the event MobileMarketResearch is obliged to do so in pursuance of a statutory duty or required by court order.

ARTICLE 8. TERM AND TERMINATION

- 8.1 This agreement enters into force as soon as you first use the Service and then remains in force until terminated.
- 8.2 You may terminate the Service(s) at any time with a notice period of one month, calculated from the moment of the notice. Terminating the Service(s) does not affect the applicability of these General Terms and Conditions. These General Terms and Conditions remain in force as long as you make use of our Services.
- 8.3 You may also terminate the Agreement at any time with a notice period of one month, calculated from the moment of the notice. After the effective date of your termination, you can no longer access our Services and we are entitled to delete your account and any data stored within it, unless expressly agreed otherwise.
- 8.4 MobileMarketResearch is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event MobileMarketResearch shall first send a reminder mail to the email address connected to your account.
- 8.5 You can export the data you stored or processed while using the Service at any time through the Service interface.
- 8.6 All obligations of the parties that accrued prior to termination or expiration of this agreement shall survive termination of this agreement. In particular, the following clauses shall survive termination or expiration of the agreement: Articles 5, 6, 7 and 10.

ARTICLE 9. CHANGES TO TERMS

- 9.1 MobileMarketResearch may change or add to these terms and conditions as well as any prices at any time.
- 9.2 MobileMarketResearch shall announce through the Service changes or additions at least thirty days before their taking effect.
- 9.3 If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of the Services after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 Dutch law applies to this agreement.
- 10.2 Except to the extent determined otherwise by mandatory applicable law, all disputes arising in connection with the Services shall be brought before the competent Dutch court for the principal place of business of MobileMarketResearch.
- 10.3 'Written/in writing' in these terms and conditions also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established.
- 10.4 The version of any communication of information as recorded by MobileMarketResearch shall be deemed to be authentic, unless you supply proof to the contrary.
- 10.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 10.6 MobileMarketResearch is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of the Services or the associated business activities.

ARTICLE 11. DEFINITIONS

The capitalized terms in these terms and conditions, both in the singular and plural, are understood to have the following meanings.

- 11.1 MobileMarketResearch Ltd.: the limited liability company MobileMarketResearch having its registered office at 25 Rosebank Road, Stratford, Canada registered at the under business number 757805312RT0001.
- 11.2 Services: the services of MobileMarketResearch, consisting amongst other of the services "MyPanel" and "MyInsights".