

Last Updated: May 21, 2018

Terms of Service

This is an Agreement between you and Deep Social Incorporated with registered office at 2035 Sunset Lake Road, Suite B-2, 19702, Newark, Delaware, USA (hereinafter – “**Deep.Social**”) that describes the Terms of Service (“Terms”) with respect to your access to and use of content, reports, documents, products, and online services (referred to collectively as the “Services”) we make available through <http://deep.social/> or <http://deepsocialapi.com/> (referred to collectively as the “Site”). Please take the time to read the Agreement carefully as it governs your use of the Site and Services.

1. Agreement Acceptance

All of the terms of the Agreement apply without modification by you and together constitute legally binding terms between you and Deep.Social. By using or accessing the Site and/or Services, you understand and agree to abide by these Terms of Service whether on your own behalf or on behalf of a legal person you represent. If you are entering into this Terms on behalf of a legal person, you represent that you have the authority to bind the legal person and its affiliates to this Terms, in which case the terms “you” or “your” shall refer to that legal person and its affiliates. If you do not agree, you may not use or access the Sites and Services.

2. Amendments

From time to time, Deep.Social may revise, amend or otherwise change these Terms without prior notice to you. You acknowledge and agree that it is your responsibility to review these Terms of Service periodically for changes. You agree that your use of the Services after the effective date of such change will

constitute your consent to the revised, amended, or otherwise changed Terms. If you do not agree to the changes, you must stop using the Services.

3. Your Use of The Services

3.1. Deep.Social provides you with a limited, non-exclusive, non-transferable, personal and non-assignable permission to use the Site. Accordingly, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. You must not obscure, alter, remove or delete any copyright or other proprietary notices contained in the Services. You will not copy, modify, adapt, translate or otherwise create derivative works of any of the Services obtained from the Site. You warrant that you will not attempt or assist others to attempt or actually reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software. You agree to comply with all applicable laws and regulations in your use of and access to the Site and Services.

4. Provision Of The Services

4.1. You understand and agree that Deep.Social may modify, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice to you.

4.2. You acknowledge and agree that Deep.Social can disable access to Services for non-payment or other material breach of the Terms, you may be prevented from accessing your files or other content which is contained in Deep.Social Site or Services.

4.3. You acknowledge and agree that you are allowed to use only single account per person. In case of legal person you are allowed to use single account for multiple employees.

5. Security

As part of the registration process, you may be required to provide certain information including, but not limited to, your name, the business name, address, phone number, credit card, and email address. You agree that any registration information you give to Deep.Social will always be accurate, correct and up to date. You are responsible for protecting any tokens, keys or passwords for Deep.Social Site and Services from unauthorized access. You will be held responsible for any activity that occurs under your tokens, keys or passwords. You are solely responsible for any and all activity that occurs on or through your tokens, keys or passwords. You agree to notify Deep.Social immediately of any unauthorized use of your tokens, keys, passwords or any other breach of security. Deep.Social may access your tokens, keys, passwords from time to time to provide You assistance with technical or billing issues or in order to maintain or improve the Services.

6. Privacy Policy

6.1. We comply with the General Data Protection Regulation EU 2016/679 (GDPR). Click [HERE](#) to learn more.

6.2. **Important information for data controllers:** you acknowledge that when processing personal data of individuals, you may become a data controller and you must comply with GDPR.

6.3. If you are an individual and process personal data in the course of a purely personal or “household” activity, you may be exempt from the application of GDPR. If you are unsure whether this exemption applies, please, obtain legal advice.

6.4 If you are a legal person, you may become a data controller for the purposes of GDPR when you process personal data about natural persons. This is the case whether you obtain personal data through Us or through any other third party (for instance, if you manually compile your own database from Instagram).

If GDPR applies to you, you hereby confirm that you and Us (the “Parties”):

1) each independently determines the purposes and means of the processing of personal data and acts as an independent controller;

- 2) the Parties do not jointly determine the purposes and means of the processing and do not act as joint controllers;
- 3) neither of the Parties processes personal data on behalf of the other Party and does not act as a processor;
- 4) each of the Parties shall independently take all necessary measures to comply with applicable data protection laws.

7. Charged Services

7.1. Certain features of the Site or the Services are associated with charges or fees (“Charged Services”). For use of such Services you may purchase access to the following plans:

- a) Universal Credits (as defined in clause 7.2);
- b) annual plans on the following subscriptions (hereinafter “Subscriptions”):
 - i. Audience Data;
 - ii. Influencer Identification

All charges and fees are listed in U.S. Dollars unless expressly identified otherwise. You agree to pay any applicable charges and fees associated with your use of the Services either by upfront annual payment for the entire value of Subscription or in 12 instalments.

7.2. In order to access Charged Services, you may purchase predefined set of universal credits on pay as you go basis (“Universal Credits”). In this case you may pay for access to Charged Services with such Universal Credits. Universal Credits are valid for 1-year period and expire after the end of such period.

7.3. To access the parts of the Services that are associated with charges and fees, you must provide requested details and follow applicable billing procedures. Billing procedures are subject to change at any time without prior notice to you. By providing a payment method, you represent that you are authorized to use the payment method you provided and that the information provided by you is true and accurate. Deep.Social accounts can be billed in advance on a monthly basis and are non-refundable. There will be no refunds or credits for partial use of Service, upgrade/downgrade refunds, refunds for unused features, or refunds for failures or inaccessibility of Service due to circumstances

beyond Deep.Social control. In order to treat everyone equally, no exceptions will be made. Downgrading your Service may cause the loss of content, features. Deep.Social does not accept any liability for such loss. Deep.Social reserves the right to suspend or terminate your access to the Services for nonpayment. If your Subscription is terminated for any reason, you are still liable for a remaining unpaid period of your Subscription if your Subscription is purchased on monthly basis. Deep.Social may recover such payments due and in that case you will bear all the expenses related to such recovery or/and debt collection.

8. Content

8.1. You may use the data/content collected and displayed from your use of the Service solely for informational purposes. You understand and acknowledge that such data/content may not be exhaustive and the analysis of the data/content is based on what third-party data sources provide to Deep.Social. The data/content is based on publicly available data/content and Deep.Social does not verify the accuracy of data/content provided by such third parties. Any use of the data/content except as specifically described herein is strictly prohibited. In addition, the data/content collected and displayed may require access to third party sites and such third parties may prevent Deep.Social from generating such data/content. Furthermore, government regulations and/or compliance with applicable laws may prevent Deep.Social from using certain data/content or providing it to you. You agree that you shall evaluate and bear all risks associated with the Services, including any reliance on the accuracy, completeness, or integrity of such Services. By using the Site and Services, you represent and warrant that you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of the information made available in the Site and Services, and make effective use of the Services provided by Deep.Social as an analytical tool. You acknowledge that the Services are made available to you without any warranties of any kind. By using the Services you understand and agree that your use of the Services is at your sole discretion and risk.

8.2. The Site may contain links to other sites on the Internet which are owned and operated by Third Party Vendors and other third parties (the "External

Sites”). You acknowledge that Deep.Social is not responsible for the availability of, or the materials located on or through, any External Sites.

8.3. You acknowledge that by accessing the Site, you may come into contact with content that you find harmful, offensive, threatening, indecent or objectionable and you acknowledge that Deep.Social shall have no liability to you for the content including, but not limited to explicit language and other potentially offensive material.

8.4. You shall acknowledge Deep.Social as the source of the data/content; if you use/show data/content from Deep.Social online, you shall link to Deep.Social website, place the Deep.Social logo and credit the source as follows: “powered by Deep.Social”.

9. Restrictions

You may only use the Service as specified above. You are restricted from using the Service for any other usage, including:

9.1. Usage of Service in excess of:

- 5000 search requests per month under Influencer Identification plan;
- 5 requests to Site per second;
- 1 account per person; or
- 1 promotion plan per person.

9.2. Use of Charged Services if you have no valid Universal Credits or active Subscription.

9.3. Use any means to modify or reroute the Service.

9.4. Broadcast, reproduce, republish, post, transmit or distribute any part of the Services (other than as specifically allowed pursuant to these Terms).

9.5. Assign, syndicate, resell or otherwise transfer or make available information obtained via the Service to third parties (unless you have specific written agreement with Deep.Social for this).

9.6. Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Service, or otherwise attempt to discover any source code, or allow any third party to do so.

9.7. Use the Services in any way that harms Deep.Social, its affiliates, resellers, distributors, customers, service providers and/or suppliers, as determined by Deep.Social in its sole discretion;

9.8. Use the Services in any manner that could damage, disable, overburden, or otherwise harm the Services and/or Site or interfere with any other party's use and enjoyment of the Services and/or Site;

9.9. Use any meta tags or any other "hidden text" utilizing Deep.Social's name or trademarks without the prior written consent of Deep.Social;

9.10. Display the Site in frames or utilize any other techniques to display the Site (or any content on the Site) without the prior written consent of Deep.Social;

9.11. Use the Services in any manner which is contrary to the provisions of any applicable third party terms of use or other agreements (including any requirement to secure written permission prior to making certain utilization of content);

9.12. Use the Services to "stalk" or otherwise harass another; and/or collect or store personal data about any other person.

9.13. Employ any technique to compile any false or misleading information or content;

9.14. Harm minors in any way;

9.15. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

9.16. Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

9.17. Use the Services in any manner that violates or infringes the rights of any third parties, including without limitation copyright, trademark, patent publicity, or other proprietary rights;

9.18. Use the Services to gain unauthorized access to any third party services, user accounts, computer systems, or networks;

9.19. Use the Deep.Social domain name or other contact information as a pseudonymous reply email, postal, and/or fax address (or any other type of return address) for any communication transmitted from another location or

through another service or otherwise impersonate Deep.Social or any other third party;

9.20. Create multiple tokens, keys or passwords for disruptive or abusive purposes, or with overlapping use cases. Mass tokens, keys or passwords creation may result in suspension of all related tokens, keys or passwords. Please note that any violation of these Terms of Service is cause for permanent suspension of all tokens, keys or passwords.

9.21. YOU ACKNOWLEDGE AND AGREE THAT IN CASE WE DETECT MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS ESTABLISHED FOR ONE PERSON, WE AT OUR SOLE DISCRETION MAY, WITHOUT WARNING AND REFUND, TERMINATE SUCH MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS.

10. Publicity

You grant Deep.Social the right to add your name and company logo to its customer list and web site. Except for the foregoing, neither party may use the other party's name or logo without the other party's prior written consent.

11. Cancellation Or Termination

11.1. You may cancel the Services at any time, with or without cause. You understand and accept that by cancelling the Services:

- i) you may not receive a refund;
- ii) you may be obligated to pay all charges due until the end of the subscription;
- iii) you may lose access to and use of your tokens, keys or passwords and any Services and Services credits contained therein.

11.2. You acknowledge and agree that Deep.Social may terminate your tokens, keys or passwords for cause with or without prior notice to you. Cause for termination includes but is not limited to infringement or violation of the Terms, in particular but not limited to violation of clauses 8.4, 9.1 and 9.2 thereof, partial or complete discontinuance of the Services and/or Site, extended periods of

inactivity, request to do so by law, and non-payment of fees or charges owed by you to Deep.Social.

11.3. Cancellation or termination will result in immediate cessation of access to the Services, and deletion of your tokens, keys or passwords and all Services contained therein. All terminations are at the sole discretion Deep.Social, and you agree that Deep.Social shall not be liable to you or any third party as a result of termination.

11.4. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement to you will immediately cease to exist and you will irrecoverably delete any and all data you received from Deep.Social. Sections 6 to 10, and 15, as well as your obligation to pay any fees applicable, including but not limited to those under sub-clause 11.1 (ii) above, will survive any expiration or termination of this Agreement for any reason.

12. Proprietary Rights

You acknowledge and agree that the Site and Services are the exclusive property of Deep.Social and except as may be otherwise provided herein, Deep.Social does not grant any express or implied right in them to you. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Site. Deep.Social owns the copyright for the Site as a compilation, and all Services accessible from the Site. All content included on the Website, such as text, graphics, logos, button icons, images, data compilations, and software, is the property of Deep.Social or its content suppliers and protected by international copyright laws. Any third party marks displayed on the Site and/or Services are the property of their respective owners. You further acknowledge that the Services may contain information which is designated confidential and that you shall not disclose such information without Deep.Social's prior written consent.

13. Contact Us

If you have any questions about these Terms, please contact us at info@deep.social or: Deep Social Incorporated, 2035 Sunset Lake Road, Suite B-2, 19702, Newark, Delaware, USA.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEEP.SOCIAL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THIS SITE OR CREATED BY THE SERVICES. THE MATERIALS, CONTENT ON THIS SITE AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SERVICES. DEEP.SOCIAL MAKES NO WARRANTY THAT i) THE SERVICES WILL MEET YOUR REQUIREMENTS; ii) THE SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED; iii) ANY ERRORS WILL BE CORRECTED; AND iv) THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY SERVICES DOWNLOADED OR OTHERWISE ACCESSED THROUGH THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND DEEP.SOCIAL SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL IT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DEEP.SOCIAL OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. IN NO EVENT SHALL THE LIABILITY OF DEEP.SOCIAL OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY YOU FOR ACCESS TO SUCH SERVICES. FURTHERMORE, DEEP.SOCIAL SHALL HAVE NO

RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

15. Governing Law and Jurisdiction

15.1. These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions.

15.2. In case such dispute, controversies or differences, cannot be settled amicably through negotiations within a thirty 30-day period it or they shall be shall be settled by the American Arbitration Association (the AAA) in accordance with its International Expedited Procedures.

- The number of arbitrators shall be one.
- The place of arbitration shall be New York, New York.
- The arbitration shall be held, and the award rendered, in English.
- The appointing authority shall be the AAA acting in accordance with the rules adopted by the AAA for this purpose.

Each party shall bear its own expenses, but parties shall share equally in the expenses of the arbitration tribunal.