

TERMS AND CONDITIONS

This TERMS AND CONDITIONS (this "**Agreement**") are agreed to between Brandzooka ("**Brandzooka**") and you, or if you represent an entity or other organization, that entity or organization (in either case, "**User**").

Brandzooka offers the Brandzooka hosted platform (the "**Platform**"). The Platform provides individual end users with the ability to access information, data, and content on a variety of topics, as well as additional services, functionality, and resources described on the Platform ("**Services**").

This Agreement includes the terms and conditions below and the current Privacy Policy, attached at the end of this document (the "**Privacy Policy**") relating to the Platform. User are responsible for compliance with this Agreement (including the Privacy Policy).

Unless User has entered into a separate written agreement with Brandzooka regarding the Platform, this Agreement is the complete and exclusive agreement between User and Brandzooka regarding Users access to and use of the Platform and Services.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM OR SERVICES, OR BY CLICKING A BOX THAT STATES THAT USER ACCEPTS OR AGREES TO THESE TERMS, USER AGREES THAT USER HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT.

IF USER DOES NOT AGREE TO THIS AGREEMENT, OR DOES NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, BRANDZOOKA IS NOT WILLING TO PROVIDE USER WITH ACCESS TO OR USE OF THE PLATFORM OR SERVICES AND USER MUST NOT ACCESS OR USE THE PLATFORM OR SERVICES. IF USER ACCESSES OR USES THE PLATFORM OR SERVICES, USER ACKNOWLEDGE THAT USER MEETS THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREES TO BE BOUND BY THIS AGREEMENT.

1. CERTAIN DEFINITIONS. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

2. SERVICES.

2.1 Licenses. Subject to this Agreement and as long as User is paid up, Brandzooka grants User a non-exclusive, non-sublicensable and non-transferable right to access the Platform and to use the Services made available by the Platform on a self-serve basis. User will obtain, and hereby grants to Brandzooka, all rights and permissions needed to authorize Brandzooka to buy inventory on User's behalf (and any third party on whose behalf User is acting), perform tracking and analytics, and to store and serve ads. During the term Brandzooka may offer additional Services beyond those described herein. Fees for such services will be shown in the Platform user interface. In addition, to the extent that User requests Brandzooka's help to manage campaigns or to use the Services, whether such requests are verbal or in writing, User consents to the actions that Brandzooka performs on its behalf. User retains sole responsibility for such assisted use of the Services.

2.2 Reporting. User will have access to Brandzooka's online reporting interface. All reports from the interface are for User's internal use only.

2.3 Service Ownership. As between Brandzooka and User: (a) Brandzooka owns all right, title and interest in the Services, including future developments and enhancements and (b) User owns all right, title and interest in the ads and creatives that it provides. Ownership of data is covered in Section 4 below. Aside from the license granted immediately above, neither party grants the other any other license, express or implied, and each party reserves all rights not expressly granted hereunder.

2.4 Prohibitions. User will not, and will not permit any third party to: (a) access or attempt to access the Platform or Services except as expressly provided in this Agreement; (b) use the Platform or Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Platform or Services; (c) use automated scripts to collect information from

or otherwise interact with the Platform or Services; (d) alter, modify, reproduce, create derivative works of the Platform or Services; (e) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of User's rights to access or use the Platform or Services or otherwise make the Platform or Services available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Platform or Services; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Platform or Services; (h) monitor the availability, performance or functionality of the Platform or Services; or (i) interfere with the operation or hosting of the Platform or Services.

3. PAYMENT.

3.1 Campaign. Unless the parties agree otherwise in writing, Brandzooka will charge and User will pay in US dollars. Once User launches a marketing campaign (a "**Campaign**"), User grants Brandzooka permission to charge the credit card that User has on file for the amount that User entered in the Campaign budget field, plus any additional reasonable fees related to perform such Campaign. If User elects to run a recurring (daily, weekly, monthly) Campaign, User's credit card will be charged for the amount that was entered by User in the Platform on a recurring basis. User is responsible for all Campaign fees that are submitted under User's account.

3.2 Subscription. If User selects a subscription plan or recurring campaign, User's grants Brandzooka permission to charge the credit card that User has on file for the amount of the plan that User has signed up for. Subscription plans will, unless communicated otherwise by Brandzooka, be charged on whatever basis is selected by the user (i.e. weekly.) If User elects to opt out of a subscription plan or cancel a recurring campaign, they are opting out of the plan at the time of the next scheduled payment—i.e., at the beginning of the following month of User's subscription. If User cancels a subscription plan on any day of the month, User understands they will not be entitled to a full or partial refund for any remainder of the month or remaining campaign. Subscription plan and recurring campaign charges are paid upfront for each month and once charged, are not refundable.

3.3 Further Campaign. If User selects to run a campaign with an end date, and Brandzooka is unable to spend all of the allocated budget by the selected end date, User can elect to either: (a) extend the Campaign length, or (b) use the remaining Campaign funds for a further Campaign.

3.4 No Guarantee. Under no circumstances can Brandzooka guarantee that: (a) a Campaign's budget will be spent before the end date that User sets for a Campaign, or (b) User's budget for a Campaign with an end date will be equally spent throughout the Campaign. User acknowledges that Brandzooka bids on inventory in accordance with Brandzooka's best established practices, and User recognizes that the rate at which Brandzooka is able to serve User's video ads is dependent on many factors (including parameters selected by the User) and constantly fluctuates. Brandzooka does not guarantee any performance metrics and is not responsible for the performance and associated outcomes of any Campaign.

4. DATA.

4.1 Data Ownership. As between Brandzooka and User and except for the licenses explicitly granted in this Agreement: (a) User holds all right, title and interest in all data and creative that User imports into the Platform or through the Services ("**User Data**"), and (b) Brandzooka holds all right, title and interest in any data residing in the Platform ("**Brandzooka Data**"), aside from data generated by the Services provided under this Agreement ("**Services Data**"). User must own rights to any URL address that is inserted into the Platform as a re-direct URL for any video content that User publishes through Brandzooka. User takes full responsibility for any misuse or false representation through this feature. User must also own all legal rights to and all rights to distribute any User Data that User uploads to the Platform or through the Services. If User opts to place pixels on any website as a part of any campaign that is run through the Brandzooka platform, User

understands that it is User's sole responsibility to make sure that any data the pixel is collecting is in compliance with any applicable data and data collection laws.

4.2 Use of User Data. As to User Data, User grants to Brandzooka a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable (including, without limitation, to other end users and other third parties) right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display User Data for purposes of providing the Services and for use in making enhancements and improvements to the Platform. User also grants permission for Brandzooka to post video advertisements submitted by User through the Platform on Brandzooka's public Vimeo channel and on Brandzooka's website, so long as Brandzooka does not edit the video ad in any way other than trimming it down to shorter lengths or adding Brandzooka-branded watermarks. User grants Brandzooka permission to use User's name, logo, and associated information (including video ads and creative, or other User Data, submitted through the Brandzooka Platform) for Brandzooka marketing purposes. Brandzooka is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store, restore or back-up any of User Data. User agrees that User has all right, title interest and consent in User Data necessary to allow Brandzooka to use User Data as set forth in the rights and licenses User grants to Brandzooka under this Agreement.

4.3 Use of Brandzooka Data. As to Brandzooka Data, User may use such data solely in connection with its use of the Platform and the Services. To the extent that any Brandzooka Data is made available to User on additional terms that are shown in the Platform (e.g., via a pop-up window), if User accepts such terms in the Platform user interface (which acceptance shall be in User's sole discretion) such additional terms shall be incorporated into this Agreement by reference.

4.4 Use of Services Data. As to Services Data, each party may use the data generated by User's use of the Services as follows. User may use such data for any business purpose provided that: (a) it complies with its User's privacy policy, and (b) it does not disclose data that describes or reflects the performance of the Platform (or any other Services) to third parties except service providers who are under confidentiality restrictions. Brandzooka may use such Services Data: (i) internally for any business purpose, and (ii) externally if such Services Data is aggregated with other data such that third parties cannot attribute the data to User. User acknowledges that Inventory Partners may have access to information about purchasers of their inventory.

5. USER PRIVACY. Each party's standard agreement with its partners (e.g., advertisers and other partners of User; publishers and other partners of Brandzooka) will require such partners to publish and comply with a legally sufficient privacy policy that fulfills the requirements of the DAA Self-Governing Principles found at <http://www.aboutads.info/>. If User places its own ads through the Platform, User will also fulfill the requirements of this section. User shall ensure that its collection, storage and use of all user data, whether conducted through the Platform or otherwise, is strictly in compliance with all applicable laws, including any local law requirements related to use of IP addresses and behavioral information, any marketing laws or regulations, and COPPA. In addition, Brandzooka reserves the right to place the Brandzooka icon or watermark (or another partner icon) on the ads provided by User via the Platform. User expressly consents to the use and disclosure of User's personal information as described in the Privacy Policy. Notwithstanding anything in the Privacy Policy, Brandzooka will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from User's access to and use of the Platform or Services. To the extent any such non-personally identifiable data or information is collected or generated by Brandzooka, the data and information will be solely owned by Brandzooka and may be used by Brandzooka for any lawful business purpose without a duty of accounting to User, provided that the data and information is used only in an aggregated form, without directly identifying User or any other entity or natural person as the source thereof.

6. COMPLIANCE.

6.1 Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement.

6.2 Compliance with Laws. User acknowledges that the Platform is a general purpose online service and is not specifically designed to facilitate compliance with any specific law, rule or regulation. User's use of the Platform in compliance with any specific law, rule or regulation applicable to User, or to User Data or other data or information User may provide or generate through the Platform, is User's sole responsibility. Brandzooka is not responsible for enabling User's compliance with any such law, rule or regulation or for User's failure to comply. User represents and warrants to Brandzooka that User's use of and access to the Platform, including, without limitation, User Data and any other data or information User may provide or generate through User's use of or access to the Platform, will comply with all applicable laws, rules and regulations and will not cause Brandzooka itself to violate any applicable laws, rules and regulations.

6.3 Restrictions. User represents and warrants that none of User Data or the use of User Data by Brandzooka: (a) violates this Agreement, the Privacy Policy, or any requirements under applicable laws, rules or regulations; (b) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) constitutes an infringement, misappropriation or violation of the intellectual property rights, or other rights of any third party; (d) is illegal in any way or advocates illegal activity; (e) is false, misleading or inaccurate; or (f) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. Brandzooka may reject any User Data that does not comply with this Agreement or the applicable Ad Standards as determined by Brandzooka in its sole discretion. Brandzooka may immediately suspend any campaign or User account if Brandzooka reasonably determines that User is not complying with this Agreement or applicable Ad Standards or is using the Platform in a manner that could damage the Platform or reflect unfavorably upon Brandzooka, its affiliates, or Inventory Partners. Brandzooka will promptly notify User in writing upon any such suspension. Without limiting the foregoing, Brandzooka will not be held liable to User or any other third party for any User Data under a Federal Law the Communications Decency Act or CDA, 47 U.S.C. § 230.

7. DISCLAIMER. EXCEPT AS SET EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BRANDZOOKA MAKES NO REPRESENTATIONS REGARDING THE BENEFITS TO USER FROM THE PLATFORM OR SERVICES, OR THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION. BRANDZOOKA OFFERS NO GUARANTEES ON AD PERFORMANCE METRIC OF ANY CAMPAIGN RUN THROUGH THE PLATFORM.

8. LIMITATIONS ON LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORSEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. FURTHERMORE, USER ACKNOWLEDGES THAT BRANDZOOKA AND ITS AFFILIATES ARE NOT LIABLE FOR TRANSACTIONS EXECUTED BY THE PLATFORM AS A RESULT OF ERRORS MADE IN ENTERING INFORMATION INTO THE BRANDZOOKA PLATFORM BY USER OR ON USER'S BEHALF, INCLUDING INCORRECT PRICING, TARGETING OR BUDGETING INFORMATION. NOTWITHSTANDING ALL OF THE FOREGOING, NOTHING HEREIN SHALL LIMIT USER'S OBLIGATION TO PAY FOR MEDIA SPEND. BRANDZOOKA IS NOT LIABLE FOR ANY OUTAGES OR DOWNTIME OF THE PLATFORM. IN JURISDICTIONS WHERE LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. BRANDZOOKA'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$100 OR, IN THE CASE OF ANY PURCHASES USER MAKES THROUGH THE PLATFORM, THE AMOUNTS PAID BY USER TO BRANDZOOKA FOR THOSE PURCHASES IN THE 3 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY LIABILITY. USER AGREES THAT BRANDZOOKA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Confidentiality. "Confidential Information" means any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential. The terms of this Agreement are the Confidential Information of each party (not to be disclosed by a party without the written consent of the other) and data regarding the performance of the Brandzooka systems and Services is Brandzooka Confidential Information. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but in no event less than reasonable care, and will use Confidential Information only for the purpose of fulfilling its obligations under this Agreement. The receiving party will promptly return or destroy the other party's Confidential Information upon request of the other party. "Confidential Information" does not include information that: (a) is or becomes part of the public domain through no fault of the receiving party; (b) was already in possession of the receiving party; or (c) was independently developed by the receiving party without violation of this Section. The receiving party may disclose Confidential Information if required to do so by law, if the receiving party provides the disclosing party with prompt notice and complies with any protective order imposed on such disclosure.

10. Indemnification. Brandzooka shall indemnify, defend and hold harmless User and its directors, officers, employees and agents (and successors, heirs and assigns) (the "User Parties") against any liability, damage, loss or expense (including reasonable attorneys' fees and costs) incurred by the User Parties in connection with any third-party claim that Brandzooka's proprietary technology that provides the Services, in the form provided by Brandzooka, infringes any US patent or other third party intellectual property right. User shall indemnify, defend and hold harmless Brandzooka and its directors, officers, employees and agents, its and their respective successors, heirs and assigns (the "Brandzooka Parties") against any liability, damage, loss or expense (including reasonable attorneys' fees and costs) incurred by the Brandzooka Parties in connection with any third-party claim arising out of or relating to: (a) User's access to or use of the Platform or Services; (b) User Data or other data, information, or content that User provides through the Platform; and (c) User's breach of any representation, warranty, or other provision of this Agreement. The indemnified party will provide the indemnitor with prompt notice of any claim (provided that the failure to promptly notify shall only relieve indemnitor of its obligation to the extent it can demonstrate material prejudice from such failure) and at the indemnitor's expense, provide assistance reasonably necessary to defend such claim. The indemnitor will not enter into a settlement that would result in liability to the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

11. Termination. This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to User under this Agreement will terminate; (b) User will immediately cease all use of and access to the Platform and all Services (including, without limitation, all Brandzooka Data Use obtained prior to termination); and (c) Brandzooka may, in its sole discretion, delete User's account and any User Data held by Brandzooka at any time. Sections 2.4, 3 (until final payment), and 4 through 15 will survive expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other

proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A. as such laws apply to contracts between Colorado residents performed entirely within Colorado without regard to the conflict of laws provisions thereof. Each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state court in Denver, Colorado, U.S.A., and the parties irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts.

13. NOTICES. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Brandzooka by postal mail to the address for Brandzooka listed on the Platform. Brandzooka may provide User with any notices required or allowed under this Agreement by sending User an email to any email address User provides to Brandzooka in connection with User's account, provided that in the case of any notice applicable both to User and other end users of the Platform, Brandzooka may instead provide such notice by posting on the Platform. Notices provided to Brandzooka will be deemed given when actually received by Brandzooka. Notice provided to User will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

14. LINKED SITES. The Platform may contain links to third-party sites or content that are not under the control of Brandzooka. If User's access a third-party site or content from the Platform, then User does so at User's own risk and User is not responsible for any content on any linked site or content. User may not use on User's site any Brandzooka Data or marks appearing on the Platform in establishing the link without Brandzooka's prior written permission. User may not frame or otherwise incorporate into another site the content or other materials on the Platform without Brandzooka's prior written permission.

15. ADDITIONAL TERMS. Unless otherwise amended as provided herein, this Agreement will exclusively govern User access to and use of the Platform and Services, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding User's access to and use of the Platform and Services. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by without Brandzooka under this Agreement must be in writing or later acknowledged by Brandzooka in writing. Any waiver or failure by Brandzooka to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Brandzooka of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. Neither this Agreement nor any rights or obligations of User hereunder may be assigned or transferred by User (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of Brandzooka. Any assignment in violation of the foregoing will be null and void. Brandzooka may assign this Agreement to any party that assumes Brandzooka's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Neither party is liable for failure or delay in performing its obligations because of causes beyond its reasonable control, including acts of God, terrorism, war, riots, fire, earthquake, flood or degradation or failure of third party networks or communications infrastructure.

PRIVACY POLICY

Brandzooka (“**Brandzooka**,” “**us**,” “**we**,” or “**our**”) is committed to protecting your privacy. Brandzooka has prepared this Privacy Policy to describe to you, or if you represent an entity or other organization, that entity or organization, (in either case, “**User**” or “**you**”) our practices regarding the personal information that Brandzooka collects, uses, and shares regarding our Brandzooka hosted platform (the “**Platform**”). The Platform provides individual end users with the ability to access information, data, and content on a variety of topics, as well as additional services, functionality, and resources described on the Platform (“**Services**”).

Brandzooka reserves the right, at any time, to modify this Privacy Policy. If we make revisions that change the way we collect, use, or share personal information, we will post those changes in this Privacy Policy. You should review this Privacy Policy periodically so that you keep up to date on our most current policies and practices. We will note the effective date of the latest version of our Privacy Policy at the end of this Privacy Policy.

Please read this Privacy Policy carefully to understand our views and practices regarding your personal information and how we will treat it. By visiting this Platform, you are freely accepting and consenting to the practices in this Privacy Policy. You may withdraw your consent at any time and for any reason with effect to future data processing by contacting use at the address listed below in the Section titled “Communications”. Without your consent, Brandzooka will use personal information, only insofar as such processing is permitted by applicable law (e.g., for the performance of an Agreement between Brandzooka and you) or where such processing is necessary for compliance with a legal obligation to which Brandzooka is subject.

1. COLLECTION OF PERSONAL INFORMATION. Personal information refers to information that is related to you, and may include things such as your email address, mailing address, mobile number, demographic information, participation in marketing campaigns, and marketing preferences. Brandzooka collects personal information when Users voluntarily submit it to us. For example, we may collect or receive information from you when you create an account, edit your account information, use or access the Platform or Service, or otherwise interact with us or other Users of the Platform. We also collect information from our Users about their end users, which may be users of the Platform, such as promotions, surveys, or contests offered to any end user of a User.

In addition to personal information that we may receive from you, Brandzooka may collect other information from Users using the following technologies:

- Cookies. "Cookies" are small bits of information that the Platform places on the hard drive of your computer. Cookies remember information about your activities on the Platform to make your visits to the Platform more enjoyable and valuable to you by providing a customized experience and recognizing your preferences when you visit the Platform. If you've chosen to disable cookies on your browser, some of the functionality of the Platform may be lost. Certain Services provided by Brandzooka, require that cookies be enabled in your browser and cannot be used when you have disabled cookies in your browser.

- Web Server Logs. Web server logs are records of activity created by the computer that delivers the webpages you request to your browser. For example, a web server log may record the search term you entered or the link you clicked to bring you to a webpage. The web server log also may record information about your browser, such as your IP address and the cookies set on your browser by the server.

- Device Information. We may collect information about the mobile device or computer you use to access the Platform, including without limitation the hardware model, operating system and version, browser type, unique device identifiers, and mobile network information.

Brandzooka participates in behavioral-based advertising. This means that a third party may use technology (e.g., a cookie) to collect information about you so that they can provide advertising about products and services tailored to your interest. That advertising may appear either on the Platform, or on other web sites.

In addition to the information that we collect from you directly, we may also receive information about you from other sources, including Customers, third parties, or publicly available sources. Lastly, we may collect personal information that is necessary for our legitimate interests, which will be disclosed to you at the time of collection. Brandzooka will use this information for the purposes of which it was collected.

2. USE OF PERSONAL INFORMATION. Brandzooka's primary purpose in collecting personal information is to provide you with advertisements about products and services that match your interests. Brandzooka may also use personal information about you for various purposes, including without limitation to:

- To help diagnose problems with the Platform, to administer the Platform, and to enhance the Platform for optimal User experience.

- To monitor the usage and performance of the Platform, and to determine aggregate information about our Users and usage patterns.

- To customize Services that may be of interest to our Users.

- To identify you when you access and use the Platform and Services.

- To facilitate transactions and process payments.

- To provide you with more relevant advertisements.

- To send Users materials, updates, and product information regarding the Platform.

- To provide maintenance, support, and customer service for the Platform.

- To conduct research and analysis.

- To contact Users for information verification purposes.

- To fulfil other legitimate purposes permitted by applicable law.

3. SHARING OF PERSONAL INFORMATION.

Brandzooka may ask if you would like us to share your personal information with other unaffiliated third parties who are not described elsewhere in this policy, and we may do so with your consent. Brandzooka may share your personal information with companies that are affiliated with us (that is, that control, are controlled by, or are under common control with Brandzooka). Brandzooka may share your personal information with service providers that perform services for Brandzooka, such as providing hosting services, marketing assistance, analyzing User data, processing payment card information, and for other legitimate purposes permitted by applicable law. There may also be instances when Brandzooka may disclose your personal information without providing you with a choice in order to protect the legal rights of Brandzooka, other affiliated companies or their employees, agents, and contractors; to honor a request that you have made through the Platform; to protect the safety and security of other Users; to protect against fraud or for risk management purposes; or to comply with the law or legal process. In addition, if Brandzooka sells all or part of its business or makes a sale or transfer of assets or is otherwise involved in a merger or business transfer, Brandzooka may transfer your personal information to a third party as part of that transaction.

The Platform may offer you the ability to share your personal information through a social networking site (e.g., Facebook, Twitter, LinkedIn), using such site's integrated tools (e.g., Facebook "Like" button, or Twitter "Tweet" button). The use of such integrated tools enables you to share personal information about yourself with other individuals or the public, depending on the settings that you have established with such social networking site. Additionally, by making personal information available on the Platform, you "opt in" to allow Brandzooka to provide such personal information to a social networking site without your further consent. For more information about the purpose and scope of data collection and use in connection with such social networking site or a site's integrated

tools, please visit the privacy policies of the entities that provide these social networking sites.

4. PUBLIC FORUM AND MESSAGING. Brandzooka may offer public discussion forums and bulletin boards. Please note that information that you disclose in these public forums become public. Use caution in disclosing any personal information. The Platform may also allow you to exchange messages with other Users. We may store these messages in order to deliver them and allow you to manage them.

5. SECURITY. Brandzooka employs reasonable and appropriate security measures to protect personal information from becoming disclosed to individuals who are not described in this Privacy Policy. While there is no such thing as “perfect security” on the Internet, we will take reasonable steps to ensure the safety of your personal information.

6. ACCESS & CHOICE. Brandzooka has implemented the following procedure that you may use to access, correct, or delete your personal information, or choose how your information is used:

- If you would like correct any inaccurate personal information that Brandzooka maintains from Users of the Platform, please email Brandzooka at the addresses listed below under the Section titled “Communication.”

- You may also have a right, in accordance with applicable laws, to access, update, and in some cases requests deletion of the personal information that we hold about you. When updating your personal information, we may ask you to verify your identity before we can act on your request. Any access request will be subject to the relevant fee, if any, to meet our costs in providing you with details of the information we hold about you. We will comply with your request as soon as reasonably practicable and in accordance with applicable laws. We may need to retain certain information for recordkeeping purposes, as required under applicable legal obligations, or to complete any transactions that you began prior to requesting such change or access.

- If you wish to stop receiving email marketing communications from Brandzooka, please contact us at the address listed below or clicking the “Unsubscribe” in any marketing communications. If you opt out, we may still send you non-promotional communications, such as those about your account or to facilitate Services that you have made or accepted.

- Some web browsers and devices permit you to broadcast a preference that you not be “tracked” online. At this time Brandzooka does not modify your experience based upon whether such a signal is broadcast.

7. OPT-OUT. In line with best practice in our industry, we respect your rights to opt-out of receiving advertising. You can limit the advertisements you receive using the following methods:

- Device Setting. iOS devices include Apple’s advertising control features which can limit ad tracking using the “Limit Ad Tracking” setting. For example, you can do this by going to “Settings” from the device’s home screen; scroll down to “Privacy”; select “Advertising”; and turn on “Limit Ad Tracking”. In Android devices, you can activate the “Opt out of interest-based ads” setting. For example, you can do this by going to “Settings” on the device; select “Google Settings”; select “Ads”; and check the box labelled “Opt-Out of Interest-Based Ads”. Please note that even if you opt-out, you will still receive advertising but these messages will not feature interest-based ads that may be more relevant to you.

- Advertising Alliance Programs. You may use the [Network Advertising Initiative](#) (“NAI”) and [Digital Advertising Alliance](#) (“DAA”) opt-out tools to learn more about targeted or interest based advertising and to opt out of certain targeting programs not associated with Brandzooka.

8. RETENTION OF PERSONAL INFORMATION. Brandzooka retains your personal information:

- For so long as your account is active or as needed to provide you with Services or to fulfill our contractual obligations;

- As necessary to comply with our legal obligations, resolve disputes, and enforce our agreements; and
- For so long as is necessary for the purposes for which we collected such personal information.

9. OTHER INFORMATION.

- Notice to California Residents. Under California Civil Code sections 1798.83-1798.84, California residents who have an established business relationship with Brandzooka are entitled to ask us for a notice describing what categories of personal customer information we share with third parties for their direct marketing purposes. This notice will identify the categories of information shared with and will include a list of the third parties with which it is shared, along with their names and addresses. If you are a California resident and would like a copy of this notice, please submit a written request to us at the addresses listed below.

- Notice to Residents of the European Economic Area. In accordance with applicable data protection laws, you may have the right to request: access to, rectification, and erasure of your personal information; restriction of processing of personal information; objecting to certain processing of personal information; and the right to data portability. Where any processing of personal information is solely dependent upon your consent, you have the right to withdraw such consent at any time (For example, we suggest by using the any unsubscribe link contained in an applicable marketing message, or, emailing us at the “Communications” details below). Where you believe that we have not processed your personal information in accordance with applicable data protection laws, you may lodge a complaint with the respective supervisory authority or data protection regulator. The provision of personal information by you will be for contractual, marketing, or analytical purposes as referred to in this Privacy Policy. To exercise your rights under these provisions, please contact us at the “Communications” details below. When we receive your requests, we may ask you to verify your identity before we can act on your request. We may withhold information where the search for that information would require disproportionate effort or have a disproportionate effect to, for example, the cost of providing the information, the time it would take to retrieve the data, or how difficult it may be to obtain the information requested.

- International Operations. Brandzooka is based, and this Platform is hosted, in the United States of America. If you are from a country outside of the United States of America with laws governing data collection, use, and disclosure that may differ from U.S. law and you provide personal information to Brandzooka, please note that any personal information that you provide to Brandzooka may be transferred to the United States of America. By providing your personal information, you hereby specifically and expressly consent to such transfer and processing and the collection, use, and disclosure set forth herein or in any terms and conditions related to the use of and access to the Platform. Where we transfer your personal information from the EEA to recipients located outside the EEA who are not in a jurisdiction that has been formally designated by the European Commission as providing an adequate level of protection to receive personal information, we do so on the basis of standard contractual clauses. You may request a copy of the relevant standard contractual clauses by emailing us at the “Communications” details below.

- Other Websites. This Privacy Policy does not apply to sites or applications offered by other companies or individuals, including third party products and services, that may be displayed as content in a search on the Platform. Brandzooka encourages you to read the privacy policy of any third party site or applications before transmitting personal information.

10. COMMUNICATIONS. If you have any additional questions or concerns about our Privacy Policy or any other privacy or security issue, please contact us at:

Brandzooka

Attn: Legal Department

Email: privacy@brandzooka.com

If Brandzooka needs, or is required, to contact you concerning any event that involves information about you, we may do so by email, telephone, or mail.

Effective as of May 20, 2018