

Terms and Conditions – Audienciad

[Last Revised: March, 2019]

Welcome to The Audienciad website (the “Site”). <https://www.audienciad.com/> is property of Audienciad (“Company”, “Audienciad”, “we“, “us” or “our“).

We welcome you (“user(s)“, or “you“) to our site offering basic information regarding our business operation

**PLEASE READ THESE TERMS OF SERVICE (the “Terms”)
CAREFULLY BEFORE USING THIS SITE OR ANY SERVICES OR
APPLICATIONS RELATED TO THIS SITE.**

These Terms and Condition (“**Terms**”), together with our Privacy Policy sets forth the terms in which you may use our Site.

By using or visiting the website or any Audienciad products, software, data feeds, and services provided to you on, from, or through the audienciad.com website (collectively the “Service”) you signify your agreement to these terms and conditions (the “Terms of Service”), and our Privacy Policy, found at and incorporated herein by reference. If you do not agree to any of these terms or Privacy Policy, please do not use the Service.

By accessing the Site or using the Services in any manner, you acknowledge that you have read and understood the following terms and you agree to be bound by them. You acknowledge that these Terms constitute a binding and enforceable legal contract between you and us which further enforces class action waiver and arbitration provision as detailed below in the dispute resolution section. If you do not agree to these Terms, please do not access, view or use the Site or the Services in any manner.

Audienciad reserves the right, at its sole discretion, at any time without limitation, to change, amend or modify any of the terms and conditions set out in these Terms by posting such amended terms as of the “Last Revised” date indicated above and effective immediately.

The following terms and conditions apply to all users and **in case you require additional information on any of the subjects presented below, feel free to** contact us at: info@audienciad.com at any time.

You and any person making use of the Site are referred to hereunder as “you” or “User”.

1. Eligibility and Age Limitation

You hereby warrant that you are eligible to enter into these Terms and you are not prohibited by any authorized authority, judicial order or law into entering in any agreement; you have all proper authorization, if you are acting on behalf of a corporation, to enter into these Terms. You further represent and warrant that you are of legal competence to enter into these Terms and you are: (i) at least thirteen (13) years of age if you are located in the US; (ii) at least sixteen (16)

years of age if you are located in the EU; or (iii) if you are located in any other GEO you are above the age defined as “child” under applicable laws in your jurisdiction. We reserve the right to request proof of age at any stage so that we can verify that children (as defined under applicable law) are not using the Services.

2. **The Site and Services**

The Site provides you with comprehensive information and resources about the Company’s business operation and any other content related thereto (including contact information, images, text, logos, button icons, links, other specialized content, documentation, data, and related graphics and other features (collectively, the “**Content**”). In addition, the Site provides you with communications means which you can use to contact us if you have any question or if you wish to be our partner and be provided with the applicable information in this regard, as well as a blog which allows you to upload UGC (as defined below) (collectively with the Site and Content shall be referred to as “**Services**”).

3. **IP and Copyright Notice**

All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material. The information on this Site belongs to Audienciad or its respective affiliates and suppliers and may not be copied or used without prior approval. You may not modify the information or materials displayed on this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose.

4. **Force majeure**

Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, suspension, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

5. **Trademarks**

Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of Audienciad and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered or unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of Audienciad.

6. User Generated Content

The User Generated Content refers to a wide variety of media content that is produced, submitted and uploaded by you and by other users as opposed to content made by us. The UGC shall include, among other images, comments, posts, texts, icons, links, opinions and feedback provided by you and by other users, etc. (“UGC”). You hereby undertake and agree that you have all the rights, power and authority necessary to submit any UGC and the UGC uploaded by you may not: (i) violate any applicable law; (ii) contain any unlawful content including but not limited to hateful content, content that might encourage or suggest violence, terrorism, racism, defamatory, adult and pornography content alcohol-related or illegal drugs content; (iii) contain any content which is copyrighted, protected by trade secret or may infringe third party intellectual property or content which may infringes the right to privacy or create a risk to a person’s safety or health or; (iv) contain any content which is unfair or deceptive under the consumer protection laws of any jurisdiction or content which includes unauthorized commercial communications as well as advertising, spam, incentivized or other way promoting any service or product. Further, by submitting, posting, or displaying UGC through the Services and by uploading the UGC to the Service, you grant us with a worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license) to view, use, display, reproduce, distribute, prepare derivative works of, make available to the public any part of the UGC uploaded by you in connection with including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any channel. Furthermore, you grant each user of the Service, a worldwide, non-exclusive, royalty-free license to access your UGC through the Service, to download, use, reproduce, distribute, prepare derivative works of, and display to the extent permitted by the functionality of the Service and under these Terms. We have the sole and absolute right to and discretion to decide whether to publish any UGC and we may, without prior notice, monitor, censor, edit, remove, delete, any and all UGC, at any time and for any or no reason. If we believe, in our sole discretion, that the UGC provided by you violates or may violate any of the aforesaid, we may restrict your access or use of the Services. Nonetheless, we have no obligation to monitor the UGC, thus, we have no responsibility and liability with respect to the UGC uploaded by you, as well as UGC uploaded by other users, which you may find inaccurate, offensive, indecent, or objectionable.

7. Copyrighted Information and Content Policy:

You may not post or submit (including in the UGC) any proprietary information of another party which is protected under copyright or trademark laws. We will respond to any notice we receive alleging an infringement of the copyright or trademark rights of a third party by investigating the allegation and removing the alleged infringing content should we determine that an infringement has occurred. If you are a copyright owner, or are authorized to act on behalf of one, and you believe in good faith that any posted comment, Content or UGC on the Site has been used or exploited in a manner that infringes or violates any work or other intellectual property you own or control or of third party in which you are authorized to act on its behalf, please contact us at: info@audienciad.com (“Notice”), and we will investigate the matter immediately. When submitting a Notice, please include the following information: (i) identify the copyrighted work or material that you claim has been infringed, and information reasonably sufficient to permit us to locate the material and verify its existence, including at a minimum, its location, if applicable

the URL of the link(s) shown on the Site where such material may be found and screenshots. If multiple copyrighted works are covered by this Notice – you may provide a list of the copyrighted works that you claim have been infringed; (ii) provide your contact information – name, mailing address, telephone number, and, if available, email address; (iii) include both of the following statements in the body of the Notice: “I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use). In addition, I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

Be sure to consider whether fair use, fair dealing, or a similar exception to copyright applies before you submit the Notice. Please remember by submitting a Notice you will be initiating a legal process, hence, please do not make any false claims. We will respond at reasonable time to claims of copyright infringement committed using the Site that are reported to us.

8. Unlawful usage

The Services are provided to you for your personal and non-commercial use only; You agree only to use the Services as set forth in these Terms and according to applicable laws and regulations. You are responsible for any of your actions which breach or could be reasonably construed as a breach of these Terms. You may not use the Services in a manner which would disrupt the use of the Site by other users or persons. We reserve the right to investigate any breach or alleged breach of these Terms and to report any breach or alleged breach of these Terms to law enforcement authorities. We may prevent you from using the Services if we become aware of any action which breaches or which is reasonably construed as a breach of these Terms. We may also limit your use of the Services for any other reason or for no reason and retain the right to terminate your use of the Services at our sole discretion.

Further, you hereby agree you will not, directly or indirectly: (i) make any copies of, modify, adapt, disassemble, translate, decompile, reverse engineer, create derivative work, circumvent or hack the Services or to gain unauthorized access to the Services or its related systems or networks; (ii) sublicense, resell, rent, lease, assign, transfer any right, share, broadcast or otherwise commercially exploit or make the Services available to any third party, or any portion thereof; (iii) use the Services in any fraudulent or unlawful manner; (iv) assert any proprietary rights in or to the Services, nor remove, obscure or alter any notices of proprietary rights or disclaimers appearing in or on any content or materials available in or through the Services; (v) use, access or attempt to access the Service in connection with any automated means; (vi) use the Company’s name, logo or trademarks without the Company’s prior written consent; and (vii) extract, collect or store personal data about other users without their express permission. ANY USE OF THE SERVICES NOT SPECIFICALLY PERMITTED UNDER THESE TERMS IS STRICTLY PROHIBITED AND MAY RESULT, AT OUR SOLE DISCRETION, IN THE SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE SERVICE.

9. Privacy Policy

We respect your privacy and committed to protect the information you share with it. We believe that you have a right to know our practices regarding the information we collect when you

connect to, access or use the Site and Services. Our policy and practices and the type of information collected are described in our Privacy Policy.

10. Disclaimer

THE COMPANY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE SERVICES, SITE AND CONTENT WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE". YOUR USE OF THE SERVICES AND RELIANCE ON THE CONTENT OR ANY INFORMATION PROVIDED THEREIN ARE SOLELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH OCCURS AS A RESULT OF YOUR USE OF THE SERVICES. WE MAKE NO WARRANTY THAT THE SITE WILL BE AVAILABLE ON A CONTINUOUS BASIS, SECURED, FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR PROGRAM LIMITATIONS. WE MAKE NO WARRANTY THAT ANY CONTENT AND INFORMATION AVAILABLE THROUGH THE SERVICES IS TRUE, RELIABLE OR ACCURATE. WE MAKE NO WARRANTY THAT WE WILL CORRECT ANY ERRORS, DEFECTS OR OMISSIONS ON THE SITE. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND OR IN ANY MANNER ASSUME ANY RESPONSIBILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT AVAILABLE IN OR THROUGH THE SERVICES, NOR DO WE ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH SUCH ACTIONS.

11. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR ANY LOST PROFITS WHICH YOU MAY INCUR OR SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR YOUR RELIANCE ON ANY CONTENT. THIS LIMITATION OF LIABILITY SHALL NOT BE MODIFIED EVEN IF WE HAVE BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE SITE YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE SERVICE AND SITE. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST US, AND OUR AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF YOUR USE OF THE SITE OR SERVICE OR ANY CONTENT AVAILABLE THEREIN. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE COST OF THE SERVICES.

12. Indemnification

You undertakes to indemnify, defend and hold Audienciad harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, (including but not limited to attorney's fees) arising from: (i) your use of the Site and Services; (ii) your violation and/or breach of any term of these Terms; and (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of the Site or Services (including your violation of any third party rights).

13. Dispute Resolution

If you have any dispute with us please first try to contact us and resolve any issues there may be in an informal procedure. In the event the dispute cannot be resolved in such informal and friendly manner, you and the Company hereby agree to resolve any claim by binding and exclusively arbitration under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in the English language, in London, UK. You agree that, by entering into these Terms, you and the Company are each waiving the right to a trial by jury or to participate in a class action. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding and the arbitrator may not consolidate more than one person's claims. This provision will survive the termination of these Terms. If you wish to opt-out of this arbitration provision, you must provide us with a clear written statement of your wish to opt-out ("Opt-Out Statement"). The Opt-Out Statement shall include your full name and residence address. These Terms shall be governed by and construed in accordance with the laws London and Wales, without giving effect to any principles of conflicts of law and will specifically not be governed by the united nations conventions on contracts for the international sale of goods, if otherwise applicable. Any cause of action you might have relating to the Service is limited in time to one (1) year from the arising incident and will be permanently barred afterwards.

14. General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without the Company's prior express written consent. No waiver by the Company of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the

same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. **Contact Us**

If you have any questions or comments about this Agreement, please write to us at:
Audienciad
Av del Libertador 5930, Buenos Aires, Argentina
You can also contact us via email at: info@audienciad.com
We will make an effort to reply within a reasonable timeframe.