TERMS AND CONDITIONS OF USE

Acceptance of terms

These Terms and Conditions govern the relationship between the Company and any person (hereinafter referred to as panelist) who uses the websites of the Company and / or the services provided by them. Your participation in a Survey or any use of BGInTouch or SeeInTouch websites or related Services will constitute Your acceptance of these Terms and Conditions, as well as Our Privacy Policy. If You do not agree with the Terms and Conditions or any part hereof, please do not use our Service and the websites. These Terms shall apply in addition to any agreement with the Panel Owner, as well as any specific terms, which may apply additionally for a Survey or other service.

General Information

References to "We/our/us/the Company" mean BBSS EOOD, a company founded in Bulgaria under register number 175031719 with an office address 38-40, Osogovo str, Sofia 1303, Bulgaria, operating BGInTouch and SeeInTouch panels.

Definitions of frequently used terms and expressions

"Active panelist" refers to a Panel Member who has participated in a Survey or any other service or has updated its profile at least once over the last twelve (12) months.

"Ad Tracking Service" means service ordered or accepted by a User that may track online behaviour like websites accessed by the User and online campaigns exposed to the User.

"*Content*" refers to the information on Our sites.

"*Panel"* refers to a group of individuals who have agreed to participate in studies and have registered an account for this purpose.

"panelist" refers to a registered user of the Panel.

"Personal Data" refers to information relating to an identified or identifiable natural person (i.e., a private individual as opposed to a corporate or other comparable entity). Personal Data may also be referred to as Personally Identifiable Information or PII.

"Restricted Content" refers to confidential and/or proprietary information, materials and Content belonging to Us and/or a Panel Owner, a Survey Owner, a Client, a Partner and/or a licensor.

"Service" refers to a/ the service provided by Us that permits You, as a Panel Member or a Non-Panel Member, to participate in a Panel or a Survey and b/ any other service provided by Us and used by You, such as Ad Tracking Service.

"Submissions" refers to all comments, feedback, suggestions, ideas and other information which You submit, or We collect when You participate in a Panel, respond to a Survey or use a service.

"User" refers to You as an individual when You use the Service.

"User Content" refers to all content, materials, information, and comments You use, upload, post or submit or We collect when You use the Service, including information received through Ad Tracking Service, such as Internet usage pattern data.

"Surveys" means to research surveys made available by Us to You.

Panel Membership Eligibility

Panel membership is generally open to individuals who satisfy the requirements for membership, defined by the panel Owner, including, geographic location requirements. By agreeing to become a Panel Member, you agree to receive invitations/ participate in Surveys or other services. If you do not meet the criteria, please do not use our services. The Company may refuse its services to anyone at any time in its sole discretion.

Panel Registration

To become a Panel Member, you must register with our Panel and provide certain information about yourself: your full name, gender, birth date, email address, country of residence, postal code, city, other. The information You provide should be true, correct and complete. We reserve the right to restrict or prohibit Your access to the Service or participation in a Survey if You provide information, or We have reasons to suspect that the information You have provided is not true, correct and complete.

A Panel membership is personal and may only be used by the individual who registers for membership with a Panel. We only allow one member per unique email address within each Panel. We reserve the right to use information such as email address, registration date and IP address to verify the authenticity of the registrations themselves and remove those that are not compliant.

A user is solely responsible for the security of their username and password and is solely liable and responsible for any use or activity that occurs under their membership account, whether authorized or unauthorized.

Conditions for Survey Participation

The panelists' personal information may be used for the following purposes:

- to invite the panelist to participate in studies through a questionnaire.
- to execute a profiling study to collect information helping us to send more relevant surveys to the panelist.
- to respond to a support related issue.
- to validate a panelist's answers.
- to update /ensure that the panelists' personal information is true and correct.

If you provide an information that is not true and correct, or we have reasons to suspect that the information provided by You is not true and correct, You:

- shall not be eligible to participate in Surveys.
- shall not receive points no matter whether you completed a Survey or not.

We shall have the right to check and control the quality of survey questionnaire completion by you, which may include, while not limited to, the following:

- **Survey Speeding:** For verification and security purposes, a Survey may have an estimated time frame in which the Survey should be completed. If You complete the Survey in a time frame

that does not fall within the estimated time frame, you may not qualify as having completed the Survey properly.

- **Red Herring Questions:** A Survey may include the same or similar questions multiple times or require that You choose a specific answer (so called Red Herring Questions), to ensure that You are being truthful and/or carefully reading all the survey questions. If Your responses to such questions indicate that You are not being truthful and/or carefully reading all the survey questions, you may not qualify for the survey.
- **Open End Questions:** A Survey may include a section that requires You to fill in Your answers by typing them (rather than selecting an answer from a set of fixed responses). If Your response in Open Ended question is considered to contain language that is inappropriate, or irrelevant in relation to the question, you may not qualify for the survey.

If you do not qualify for the survey for any of the above reasons, you may not receive incentives for your participation in this Survey, and your account maybe deleted.

Use of Our Services

Our Panel provides panel members with the opportunity to participate in surveys. Participation is voluntary. By agreeing to register and become a panel member, you agree to receive invitations to participate in those surveys. Only Panelists who have validly registered on our website may use the Services provided through it.

We may temporarily restrict or suspend access to the Site when it is necessary to perform prevention, update, troubleshooting, etc. If access to the Site is suspended, we will indicate an approximate period for eliminating the problem.

The collection, processing and use of personal data of Panelists through the Site is subject to the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals regarding the processing of personal data, the Directive 95/46 / EC (General Data Protection Regulation), and any related applicable legislation. Our Privacy Policy is available on our website.

Unauthorized Use

You agree not to:

- disrupt, interfere with the security of or otherwise abuse the Service or our Site, or any services, system resources, accounts, servers or networks connected to or accessible through a Survey or our Site or affiliated or linked sites;
- use spiders, robots or other automated data mining techniques to catalogue, download, store, or otherwise reproduce or distribute data or content available related to the Service, or in other ways manipulate the result of a Survey;
- take any action to interfere, including, but not limited to, overloading, or "crashing" the website;
- send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, but not limited to, spyware, malware and trojans;
- collect any Personal Data of other Users of the Services;
- send unsolicited emails, such as promotions and advertisements for products or services;
- open, use, or maintain more than one (1) membership account within our Panel;

- use or attempt to use another User's account, without authorization, or create an account with a false identity;
- attempt to obtain unauthorized access to a Survey or a Survey Site or parts of a Survey or Survey Site that are restricted from general access;
- forge or mask your true identity;
- frame a portion(s) of our Site and display it on another website or media or alter the appearance of our Site;
- establish links from a website to our Site;
- post or transmit any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous, or inflammatory material or content;
- use any foul; abusive or obscene language in a Survey or our Site;
- engage in any fraudulent activity, including, but not limited to, speeding through Surveys, taking the same Survey more than once, submitting false information during the registration process, submitting false or untrue Survey data, redeeming or attempting to redeem incentives through false or fraudulent means, tampering with Surveys and, with respect to the use of the Ad Tracking Service, accessing websites or online campaigns with the sole intention to provide a misrepresentative impression of Your online behaviours;
- reverse engineer any aspect of a Service or take any acts that might reveal or disclose the source code, or bypass or circumvent measures or controls utilized to prohibit, restrict or limit access to any web page, content or codes, except as expressly permitted by Applicable Law;
- engage in any criminal or illegal act(s) which may be linked to a Survey or a Panel Site;
- use Restricted Content in violation or breach of these Terms. This means that as a member of our Panel you should not try to enter Services and Site Areas for which you do not have an authorized access;
- encourage and/or advise any individual, including, but not limited to, Panel Members, Non-Panel Members or any of Our employees, to commit an act in conflict with the Terms and Conditions;

Intellectual Property

The copyright and all other intellectual property rights (including but not limited to database rights, trade marks and design rights in all cases whether registered or not) in all materials included on the Website (including without limitation, designs, texts, pictures, graphics, logos, images, interfaces, software code and the selection and arrangement of them) belong to us or our licensors unless otherwise acknowledged. All rights are reserved. In no event shall our users obtain or receive any rights, title or interest in or to any such material.

Consequently, the content of this Website cannot be sold, copied, modified, reproduced, republished or uploaded, transmitted or distributed in any way, in whole or in part, without the prior written non-electronic consent of the owner of the Website.

The rest of the products or services that are mentioned in this Website and bear the trademarks of the respective organizations, companies, collaborating entities, associations or publications are their intellectual and industrial property and therefore those entities bear the relevant responsibility.

Please note that, breaching this provision would expose you to the immediate termination of your membership account and forfeiture of any points. The company also reserves the right to take any necessary legal action.

Policy on Points-Based Incentive Programs

If You respond to and successfully complete a Survey You may earn points in Our incentive program. You do not have to purchase anything to receive points. The points You have earned are personal. Your points will be valid and redeemable for a period of [twenty-four (24)] months after the latest completed survey. Any points or incentives not redeemed by You may be revoked by Us.

At the beginning of a Survey, you will receive information about the number of points that You may earn. We do not accept to be liable or responsible in any manner for tax consequences or duties that may occur because of points or incentives issued or redeemed. If You breach the Terms, you may lose all the points or incentives which You have earned. We do not accept any liability to You in relation to the points You have earned.

Profile Updates

Panel Members agree to promptly notify Us of any changes in or to information contained in their member profile. Panel Members agree to review and update, as necessary, membership profiles no less frequently than once every twelve (12) months. A Panel Member may update, correct, and/or delete information contained in his or her membership profiles by accessing his or her Panel membership account

Termination of user account by You

Panel Members may opt-out from using any or all Services (including, without limitation, from receiving Survey invitations, newsletters or communications) at any time by following the unsubscribe procedures described on our Site. In the event of a deactivation, termination by You, or termination by Us You forfeit any incentives that You have earned.

Termination of user account by us

We may terminate your membership immediately if any of the following events occurs:

- If you are no longer an active panelist.
- If We receive a hard bounce or delivery failure notice in Our email communication with Your email account.
- If We receive a "mailbox full" reply notice three (3) times in Our email communication to Your email account.
- If you do not follow the Terms and Conditions.
- If you use our Service for illegal purposes.

If We terminate Your right to use the Service and/or if Your Panel membership is terminated:

- You forfeit all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes, effective upon termination.
- Your Panel membership will immediately be cancelled.
- Your access to and use of the Service will immediately cease.
- You will not be allowed to participate in any future Surveys offered through the Service.

How to contact us

All communications (excluding personal information) and content submitted or transmitted by you to us by electronic e-mail or otherwise, shall be treated as non-confidential and non-proprietary information, and we may use it as needed.

As a user you are responsible for having access to the computer equipment and communications services necessary to connect to and access our website.

You also agree that neither a/ your registration, nor b/ your access or use of our Services, including but not limited to your participation in our surveys, create any agency, partnership, joint venture or employment relationship with us or our clients, agents and/or partners.

You also agree that the points and commensurate incentives you receive for completing surveys are the only compensation you will receive for your completion of surveys.

Confidentiality of Surveys

Our clients, agents and partners may reveal confidential and/or proprietary information and materials to you as part of your participation in Surveys, projects, questionnaires or other market research related activities, and any such information and materials shall remain the sole and exclusive property of its owner. The confidential information may include (but is not limited to) new product ideas or concepts. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Surveys in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of participating in our surveys in accordance to the present Terms and Conditions.

It is expressly forbidden to copy and store survey content (e.g. by making screenshots) for any other purpose than for reporting errors to us. If you breach this obligation, in addition to forfeiture of your points and termination of your membership account you may be liable for monetary damages to the Company and/or our client, agent or partner for damages caused by the result of your breach.

Limitation of liability

To the fullest extent allowed by the applicable legislation, you hereby acknowledge and agree that in no event will our Panel or any of its agents and/or partners be held liable or otherwise responsible to you and/or any other person for any special, incidental, punitive, consequential or similar general damage, or for damages regarding lost profits, loss or impairment of privacy, security of data and failure to meet any duty that may arise out of your membership account or are related to any breach or other aspect of the entire agreement or this website or for the accuracy of the content of the Website, regardless of whether we as Panel Owner are informed of the possibility that such damage may exist and even in the event of fault, tort (including negligence).

In no event shall the liability of our Panel, its corporate parents or affiliates, suppliers, agents or partners exceed the value of the rewards which your unused, unexpired, non-cancelled points are convertible into.

Indemnification

You agree to indemnify, defend and hold the Company and its parent, subsidiary and affiliate companies, together with their respective officers, directors, owners employees partners and agents harmless from and against any and all claims, losses, damages, liabilities, lawsuits, fines, penalties,

costs and/or expenses including but not limited to reasonable attorney's fees and court costs, arising out of, resulting from or caused, either directly or indirectly, by: a/your breach or violation of these Terms and Conditions of Use; and/or b/ your use of, participation in, and/or access to the services offered in our Website.

Security

Your account information and profile are password-protected so that you and only you have access to this personal information.

We recommend that you do not divulge your password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of your panel account and close your browser window when you have finished your work. This is to ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place.

Whenever the Company handles personal information as described above, regardless of where this occurs, it takes steps to ensure that your information is treated securely.

Applicable law

These Terms & Conditions and the Privacy Policy, as well as any amendment to it and any dispute or claim arising out of or in connection to it or their subject matter, are governed and completed by Bulgarian law and related applicable EU and international legislation.

Amendments to our Terms and Conditions of Use

We reserve the right to modify, add or remove terms from the Terms and Conditions of Use, at any time and any such modification is effective immediately from the time it gets incorporated in our websites.

Users agree to review these Terms and Conditions regularly to ensure they are aware of any such modification. We will also notify users by posting an announcement on our Website Continued access and use of our website after such amendments demonstrates a user's acceptance of them.

Miscellaneous

These Terms and Conditions of Use, The Privacy policy, as well as any additional terms or conditions contained on this website for activities and disclosures provided by us, and consent provided by you on the website, constitute the entire agreement between us. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, it shall be deleted from this document, and the remaining provisions will remain in full force and effect. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches.

Contact details

BBSS EOOD

Address: 38-40, Osogovo str, Sofia 1303, Bulgaria

Email: dpo@intouch-panels.com