

Last Updated: August 14, 2020

## **Terms of Service**

These terms of service together with the data processing addendum (DPA) to which you warrant to have access, constitutes an Agreement between you and Social Data Trading Limited with registered office at 7F, MW Tower, 111 Bonham Strand, Sheung Wan, Hong Kong (hereinafter – “ Social Data ”) that describes the Terms of Service (“Terms”) with respect to your access to and use of Services (as defined below) we make available through <http://socialdata.hk/> (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 Social Data. By using or accessing the Site and/or Services, you understand and agree to abide by these Terms of Service on behalf of a legal person you represent. When 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. Should you wish to use Services as a natural person, you must contact us in advance to obtain our approval.

### **2. Definitions**

- 2.1. **Influencers** means natural or legal persons that have a presence on the Internet having in excess of a certain amount followers (decided by you) on various social media platforms.
- 2.2. **Scraping** means web scraping or screen scraping or content scraping and involves an act of obtaining information contained on websites through automated means. Same information may be obtained manually, but through automation, the speed and amount of obtained data is incomparably bigger. Web scraping can also be done manually by any Internet user, via the function of copy-pasting.
- 2.3. **Service or Services** means provision of information on Influencers through Scraping to you upon your request and instruction to us.
- 2.4. **Site or website** means [www.socialdata.hk](http://www.socialdata.hk)

### **3. Services and Your Use of The Services, License**

- 3.1. We offer a web scraping service (with different types of payment methods and options) to help you find and get in touch with Influencers that suit your business needs (or those of your clients) most pertinently.
- 3.2. Any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Agreement or have any contractual force unless specified by us to apply to your situation.
- 3.3. We warrant to you that the Services will be provided using reasonable care and skill. We will use all reasonable endeavours to meet any performance dates agreed with you, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Agreement.

- 3.4. Social Data grants to you a limited, non-exclusive, non-transferable, personal and non-assignable license and right to access and use the Site, and to all data, materials, information or other outputs from the Site as well as a result of Services (in a form of pdf documents or other literary works) during the Term of this Agreement.
- 3.5. From time to time, Social Data may revise, amend or otherwise change these Terms. They will usually come into force within 30 days of the change. You acknowledge and agree that it is your responsibility to review these Terms of Service periodically, but no fewer than once a month, 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.

#### **4. Provision Of The Services**

- 4.1. You understand and agree that Social Data may modify, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice to you. You acknowledge and agree that Social Data 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 Social Data Site or Services.
- 4.2. 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. You agree that any registration information you give to Social Data will always be accurate, correct and up to date. You are responsible for protecting any tokens, keys or passwords for Social Data Site and Services from unauthorized access. You will be held responsible for any activity that occurs under your tokens, keys or passwords. You agree to notify Social Data immediately of any unauthorized use of your tokens, keys, passwords or any other breach of security. Social Data may access your tokens, keys, passwords from time to time to provide You with assistance on technical or billing issues or in order to maintain or improve the Services.

#### **6. Data Processing Addendum (DPA)**

- 6.1. The DPA forms part of this Agreement and lays out our relationship with you when dealing with personal data of Influencers.
- 6.2. You acknowledge that certain obligations arise in relation to you processing personal data of Influencers that you receive from us through Services. You warrant that you will comply with the DPA and relevant laws applicable to your situation as the controller of personal data. Those may include, among others, and depending on the applicable laws, an obligation to:
  - 6.2.1. Notify Influencers of the fact that you are processing their personal data (at a minimum those Influencers whom you establish contact with at the time of first contact);
  - 6.2.2. Notify Influencers the source you obtained Influencer personal data from;
  - 6.2.3. Notify Influencers of their rights (right of deletion, provision of information and similar);
  - 6.2.4. Keep personal data of Influencers up to date and delete outdated personal data or that personal data that you are not intending to use;

6.2.5. Keep personal data of Influencers secure in order to prevent unauthorized access or loss.

6.2.6. Register with relevant authorities, if required.

- 6.3. Those obligations arise independently of our relationship with you, solely based on the fact that you would become the controller of personal data of Influencers. Social Data is not in a position to remove this obligation through any contractual means.
- 6.4. Our Services are limited to the provision of Influencer information to you. What you do with that information after receipt is purely a matter of your business needs. While we cannot insist on how you process personal data you obtain through our Services, compliance with the data protection laws is in your interest as the controller of that personal data.
- 6.5. Services are provided to you solely upon your request and instruction. You tell us your needs, we find relevant Influencers for you to get in touch with.
- 6.6. For instance, if you order information on five Influencers from Singapore with 10,000 followers and whose interests span sports, travelling, healthy eating with a 10% and above engagement rate for a post – we, as data processors, will try to find information on such Influencers to you and submit them as part of Services. You would then be under an obligation to treat that information in accordance with the relevant data protection laws of both the Influencers as well as your country of incorporation. We are not in a position to eliminate the need for your compliance with the data protection laws.
- 6.7. On our part, we warrant to comply with relevant data protection laws in cases where we are regarded an independent controller of that personal data.

## **7. Charged Services**

- 7.1. Certain features of the Site or the Services are associated with charges or fees (“Charged Services”).
- 7.2. For use of Services you may purchase access to various plans, some of which are listed below for illustrative purposes:
- 7.2.1. Tokens;
  - 7.2.2. Monthly tokens subscription:
    - 7.2.2.1. Audience Data;
    - 7.2.2.2. Influencer Identification
    - 7.2.2.3. Post Analytics
    - 7.2.2.4. Sponsored Posts
- 7.3. All charges and fees will be listed in US Dollars unless expressly identified otherwise. You agree to pay any applicable charges and fees associated with your use of the Services.
- 7.4. In order to access Charged Services, you may purchase predefined set of tokens on pay as you go basis (“Tokens”). In this case you may pay for access to Charged Services with such Tokens. Tokens are valid for 6-months period and expire after the end of such period.
- 7.5. 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. Social Data 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 Social Data control. In order to treat everyone equally, no exceptions will be made. Downgrading your Service may cause the loss of content, features. Social Data does not accept any liability for such loss. Social Data 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. Social Data 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 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 Social Data. The data/content is based on publicly available data/content and Social Data does not verify the accuracy of data/content provided by such third parties. In addition, the data/content collected and displayed may require access to third party sites and such third parties may prevent Social Data from generating such data/content.
- 8.2. Furthermore, government regulations and/or compliance with applicable laws may prevent Social Data 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 Social Data 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.
- 8.3. 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 Social Data is not responsible for the availability of, or the materials located on or through, any External Sites.

## 9. Restrictions

**While it is your right to freely use the information obtained as a result of our Services and contained in pdf documents or on the Site, you agree that:**

- 9.1. you will not reproduce, duplicate, copy, sell, trade or resell the literary works you obtain through Services for any purpose without our prior permission;
- 9.2. you will not obscure, alter, remove or delete any copyright or other proprietary notices contained in the literary works arising out of Services;
- 9.3. you will not copy, modify, adapt, translate or otherwise create derivative works of any of the literary works (documents in pdf or otherwise) obtained from the Site;
- 9.4. 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 any software we may give you access to.
- 9.5. Use the Services in any way that harms Social Data, its affiliates, resellers, distributors, customers, service providers and/or suppliers, as determined by Social Data in its sole reasonable discretion;
- 9.6. Use the Services in any manner that could damage, disable, overburden, or otherwise harm the Site or interfere with any other party's use and enjoyment of the Services and/or Site;
- 9.7. Use any meta tags or any other "hidden text" utilizing Social Data's name or trademarks without the prior written consent of Social Data;
- 9.8. 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 Social Data;
- 9.9. 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);
- 9.10. Use the Services to "stalk" or otherwise harass another, or in breach of any applicable laws;
- 9.11. Employ any technique to compile any false or misleading information or content;
- 9.12. Harm minors in any way;
- 9.13. 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;

9.14. 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;

9.15. Use the Social Data 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 Social Data or any other third party;

9.16. 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.

9.17. any violation of these Terms of Service is cause for permanent suspension of all tokens, keys or passwords.

9.18. 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 Social Data the right to add your name and company logo to its customer list and Site. Except for the foregoing, neither party may use the other party's name or logo without the other party's prior written consent. Neither party is allowed to link, use or refer to the other by name on the Internet or in any other media (newspapers, radio, TV and similar) as well as never disclose the nature of the other's business, unless such information is already public knowledge.

## **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 Social Data 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 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 Social Data.

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 for breach are at the sole discretion of Social Data, and you agree that Social Data 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. 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 Social Data and except as may be otherwise provided herein, Social Data does not grant any express or implied right in them to you. Social Data owns the copyright for the Site as a compilation, and all Services accessible from the Site. All content included on the Site, such as text, graphics, logos, button icons, images, data compilations, and software, is the property of Social Data 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 Social Data's prior written consent. Any information that is not

public knowledge and You obtained access to solely through Services is confidential information and You shall not use nor disclose it without Social Data's written consent.

### **13. Contact Us**

If you have any questions about these Terms, please contact us at [info@socialdata.hk](mailto:info@socialdata.hk) or: Social Data Trading Limited, 7F, MW Tower, 111 Bonham Strand, Sheung Wan, Hong Kong.

**14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOCIAL DATA 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. SOCIAL DATA 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 SOCIAL DATA 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 SOCIAL DATA OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. IN NO EVENT SHALL THE LIABILITY OF SOCIAL DATA 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 WITHIN 6 (SIX) MONTHS PRECEDING ANY COMMENCEMENT OF A DISPUTE BY YOU. FURTHERMORE, SOCIAL DATA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.

### **15. Governing Law and Jurisdiction**

15.1. These Terms shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China, without regard to its conflict of law provisions.