

# Terms of Use of the Ubex Counter

*This document, Terms of Use of Ubex Service (hereinafter - Agreement) is an offer of Ubex AI AG (hereinafter - Ubex) to an Internet user, website owner (hereinafter - User) to conclude an agreement on the use of the service Ubex (hereinafter referred to as the Service) on the conditions stated below. If User are subject to the territorial scope of the national implementations of the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, (General Data Protection Regulation; hereinafter – "GDPR"), the use of Ubex service is covered by the current document.*

1. The use of the Service by the User is regulated by this Agreement, as well as the Privacy Policy document.

The User undertakes to acquaint himself with the Privacy Policy and shall bear the risk of failure of such acquaintance.

2. This Agreement and the relations between Ubex and the User arisen in connection to use of the Service, are subject to the applicable laws of the European Union and Member States.

3. The Service offers a free opportunity to the User to obtain data on site traffic / mobile application traffic by embedding the code snippet in the User's site / integrating the Library into the User's mobile application.

4. Having registered at the Service, received a code snippet / API key, placed the code snippet on the User's site / integrated the Library into the User's mobile application or used any other function of the Service, the User expresses its unconditional consent with all terms of this Agreement and undertakes to comply with them or stop using the Service, by removing the related code from the User's site / the Library from the User's mobile application.

5. When using the Service, the User must comply with the following conditions and limitations:

- to have a login on Ubex and place the code snippet on his website / receive API key and integrate the Library into the mobile application. Ubex has a right to deny access to the Service without explanation;
- not to remove or alter hyperlinks to the resources of Ubex contained in the code snippet the Library;
- not to install the code snippet on sites / not to integrate the Library into mobile applications that:
  - violate third party rights including underage people and/or cause harm in any way
  - impersonate any other person or representative of an organization and/or community without being authorized to do so, including employees of Ubex, forum moderators, website owners and apply any other forms and methods of unlawful representation of other persons online as well as mislead other users and Ubex regarding features and characteristics of any subjects or objects
  - distribute content if not authorized to do so by law or contract

- distribute unauthorized advertising information, spam (including spamdexing), lists of e-mail addresses of other people, pyramid schemes, multilevel marketing (MLM), Internet earning systems and e-mail businesses, chain letters
- distribute any content that is illegal, harmful, slanderous, unethical or violates intellectual property rights, promotes hatred and/or racial, ethnic, sexual, religious or social discrimination or is insulting to any persons and/or organizations
- distribute any materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software, for unauthorized access as well as serial numbers to commercial software and generation programs, logins, passwords and other means to receive authorized access to fee-based online resources, or post links to such information
- collect and store personal information of other persons without proper authorization
- interfere with regular operation of Ubex websites and services
- assist any actions to violate any restrictions and prohibitions imposed by this Agreement
- otherwise violate legal standards including international law
- not to change / modify in any way the code snippet / the code of the library received via the Service, except for changes in parameters of the User's website / the User's mobile application;
- not to use any automatic programs or devices to register on Ubex and/or to receive a code snippet / the Library, except for programs working with the API Ubex;
- comply with all requirements of this Agreement and the current legislation on the protection of personal data and correspondence of the User's website visitors / mobile application end users, as well as other information, access to which is limited according to the legislation, and that can be recorded while using the Service.

6. The User shall be responsible for safekeeping of his login, password and API key and may not transfer or disclose it to third parties. All the actions taken by the Service under the User's login, password and API key are considered as accomplished by the User.

7. The Service (including the information obtained with its help) is provided by Ubex "as is". Ubex does not warrant the fitness of the Service for the purposes and expectations of Users, uninterrupted and error-free operation of the Service in general and the code snippet installed on the User's website / the Library integrated into the User's mobile application, in particular, and does not warrant the accuracy of the information obtained through the Service. Ubex shall not be liable for any damage, direct or indirect, caused to the User or any third party by use or inability to use the Service and/or code snippet installed on the User's website / the Library integrated into the User's mobile application, as well as by use or inability to use the information obtained through the Service. Ubex shall not reimburse the User or any third party for such damages.

8. The User shall be independently liable to third parties for its actions when using the Service, inter alia, shall guarantee that its actions conform to legislative requirements and do not infringe third-party rights and legitimate interests.

9. The User is hereby notified and agrees that when using the "Custom User Parameters" function the User is provided with an opportunity to transfer to the Service additional depersonalized data on visitors to pages of the User's website (hereinafter

referred to as the User Parameters). Ubex does not make the User Parameters available to the public and keeps right to provide the User Parameters to third parties. When turning to the “User Parameters” function, the User guarantees that:

- the User Parameters are depersonalized and do not identify specific visitors to the page of the User’s website;
- if the data aggregate included in the User Parameters constitutes an item of intellectual property rights or other rights, the User gained all necessary rights and consents to entitle Ubex to use the data included in the User Parameters, and Ubex using them pursuant to these Terms does not infringe third-party rights, including but not limited to intellectual property rights.

10. If the data aggregate included in the User Parameters constitutes an item of intellectual property rights or other rights, then for the Service to be properly provided, the User shall entitle Ubex to use the data included in the User Parameters under an ordinary (non-exclusive) royalty-free license valid throughout the world during the entire term of the exclusive right, sublicensed, with no additional payments and reports on use, in any ways stipulated by applicable laws, including but not limited to: extraction, search, handling, analysis, reproduction, distribution, processing, technical integration, combining, association and/or comparison to any data and/or information owned and/or disposable by Ubex, and other actions not prohibited by these Rules, the Regulatory Documents and/or applicable laws.

11. When using the “User Parameters” function, the User undertakes:

11.1. when forming the data included in the Users Parameters, to obtain all necessary and legislatively stipulated consents and permits of visitors to the User’s website to use, handle and/or depersonalize data on visitors to the User’s website, including but not limited to data on their interests and conduct in the Internet, and to use such data as part of the User Parameters, and for such data to be used by Ubex, its affiliates and/or the User;

11.2. not to include in the User Parameters any data, information and/or materials infringing rights of visitors to the User’s website and/or third parties (including but not limited to intellectual property rights) or containing malware and/or spyware;

11.3. to be fully liable for compliance with requirements of applicable laws and third-party rights (including but not limited to laws on personal data and intellectual property) holding Ubex, its subcontractors, employees, partners and/or contracting parties harmless from and against any third-party claim (including visitors to the User’s website, customers and clients of Ubex and authorized public bodies) relating to the data included in the User Parameters.

12. The User acknowledges and agrees that the tag installed on the User’s website / the Library integrated into the User’s mobile application collects data on visits of the User’s web site / data on the end user’s device and its use of the User’s mobile applications and automatically forwards that to Ubex to get generalized statistical information available for the further use via the Service by the User and by Ubex for its own purposes as well.

13. The User is hereby notified and agrees that Ubex does not know or can not know what information is contained in the data recorded by the tag on the site pages of the User / the Library into the User’s mobile application, as well as what information is recorded while recording Visit Sessions and saved in a temporary record of such Visit Sessions, and can not determine whether there is any personal data, correspondence

and other limited to receiving, processing and distribution information of third parties in such records (hereafter - Secured information) or not. The Service operates in fully automatic mode, and does not analyse the content and meaning of information published on the pages / in the mobile application or entered by visitors in the fields on the page / in the mobile application, and records it completely, regardless of its content. Ubex does not make any modifications to the data recorded by the tag / the Library, including the recordings of Visit Sessions, and does not perform any actions focused on the collection, receipt, processing and distribution of personal data, correspondence and other Secured information of visitors of the User's website / end users of the User's mobile application as a result of the User's use of the Service. With this in mind, the User understands that by using the Service, he might gain access to Secured information, and therefore the User undertakes not to take focused actions to obtain such Secured information, and shall to the maximum extent comply with all requirements of applicable law for collection, processing and protection of personal data and other Secured information obtained during using the Service, and shall bear all risks associated with obtaining such Secured information, and the liability for failure to comply with the legislation.

14. All data collected and stored by the Service shall be treated by Ubex as a confidential information of the User, and to the extent permitted by applicable law – as a trade secret of the User. Ubex shall keep that data in secret and shall not transfer that data to any third parties (except for the affiliate entities that are in the same group with Ubex), except where the User has authorized such transfer or has given an access to that data for third parties at his own discretion. Aggregate data from tags, which does not disclose precise reading of the User's tag, may be used by Ubex at its discretion, including for commercial purposes.

15. The User is hereby notified and agrees that visitors to the User's site may prohibit the collection of data about their visits to the User's site as well as the recording of their sessions using the Service.

16. Ubex does not guarantee that the installation of the tag on the User's website / integration of the Library into the User's mobile application, collection, processing and transmission of this information to Ubex does not violate the legislation of the User's place of residence. The User performs the installation of the tag on the User's website / integration of the Library into the User's mobile application and uses the Service at his own risk and is solely responsible for all actions related to the use of the Service, including the installation of a tag / integration of the Library, the collection and use of information specified by the User.

17. Ubex has the right without notice and at its sole discretion terminate or suspend the User's access to the Service without explanation, in particular, in case of violation of requirements of this Agreement by such the User.

18. All claims arising from the use / inability to use the Service should be directed via the email support@ubex.com

19. Ubex may at any time without notice to the User amend the text of this Agreement and/or any other conditions of use of Service.