Acceptable User Terms

These Acceptable User Terms (the "**Terms**") constitute a contract between you and NewsWhip (as defined below) (collectively "**NewsWhip**", "we" or "us") each a "**Party**", together the "**Parties**" and govern use of and access to the Service and Site by you and your Agents.

Please review these Terms carefully. By accessing or using the Services offered by NewsWhip, you are confirming that you have read, understand and accept these Terms. These Terms can be updated from time to time. You are responsible for regularly reviewing the most current version of these Terms, which are published at the relevant section of https://www.newswhip.com/newswhip-terms-conditions/. We will notify you of any changes that, in our sole discretion, materially impact these Terms. Your continued use of the Services after any changes have been made to these Terms will constitute your consent to such changes. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

1. Definitions

Confidential Information: means information disclosed that is marked confidential or would reasonably be considered confidential under the circumstances and excludes any information that (i) is or becomes public, through no fault of Recipient; (ii) was rightfully acquired by or already known to Recipient without an existing confidentiality obligation; or (iii) is independently developed by Recipient.

NewsWhip means NewsWhip Media Limited, its parent, subsidiaries (NewsWhip US Inc.) successors and assigns.

Intellectual Property Rights: includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, Confidential Information, know-how, and all other rights resulting from intellectual activity. **Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

NewsWhip Group: means NewsWhip Media Limited and/or NewsWhip US Inc.

Personal Data: has the meaning ascribed to it under the EU General Data Protection Regulation 2016/679 and means any information relating to an identified or identifiable natural person.

Reports: any reports or similar outputs taken from use of the Services.

Service Data has a consistent meaning and means all data received by you or your Agents via the Services.

Site: means www.newswhip.com, as well as any other websites that the NewsWhip Group operates.

Third-Party Sources: are services that are not provided by NewsWhip but that you may access or use in connection with our Services. They include the social network websites and platforms, which are supported by our Services (including but not limited to X (formerly Twitter), YouTube, Facebook, Instagram and Reddit).

2. Licence From NewsWhip

2.1.Subs NewsWhip gives you a worldwide, royalty-free, non-assignable and non-exclusive right and licence to access and use the Services, on a subscription basis, for the Subscription Term and in the scope designated by the Terms. Further, NewsWhip gives you a worldwide, royalty-free, perpetual and non-exclusive right and licence to access and use, reproduce, display, distribute, and create derivative works of, any Reports that you generate through your use of the Services. The licence granted in this Section 2.1 is for the sole purpose of enabling you to use and enjoy the benefit of the Services, in the manner permitted by these Terms. You acknowledge that this is a Software as a Service ("**SaaS**") agreement and that (i) the Software is not sold, and (ii) we will not be delivering copies of any software to you as part of the Services.

2.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software underlying the Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by NewsWhip in writing.

2.3. You may not access and/or use the Services and the underlying Software in order to build a similar or competitive product. You further may not (and you may not permit anyone else to) attempt to gain unauthorized access to the Services, its particular features or third-party content, interfere with or disrupt the integrity or performance of the Services or third-party content contained therein or perform penetration test, denial of service simulation or automated vulnerability scan of the Services.

2.4. Unless NewsWhip has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder.

2.5. You agree and acknowledge that each user will be identified by a unique username and password ("Agent Login") and that an Agent Login may only be used by one (1) individual and is not transferable without consent from NewsWhip. You agree not to share an Agent Login among multiple individuals and use of an individual user account by more than one person, is a breach of these Terms. You and your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.

2.6 You acknowledge that any breach of Section 2 by You or your users shall constitute a material breach of the Terms in accordance with Section 6.1(a).

3. General Conditions: Access to and Use of the Services

3.1. NewsWhip agrees to supply the Services to you for the Term in accordance with the Terms and you agree to the following:

3.1.1. to use the Services only for purposes that are permitted by (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions;

3.1.2. you will not provide access to the Services to any third party unless NewsWhip has given express consent;

3.1.3. you will not use or access the Services in any other way such as by using robots, spiders, crawlers and scraping technologies unless by express consent is obtained;

3.1.4. you are responsible for any and all activities that occur under your account and for compliance with these Terms;

3.1.5. NewsWhip may amend the Services by changing, adding or removing features. We may or may not provide notice of those changes to you;

3.1.6. NewsWhip may temporarily suspend your access to and use of the Services (a) for upgrades and/or maintenance to the Services; (b) during any unavailability caused by circumstances beyond our reasonable control; (c) if we suspect or detect any malicious software connected to your Account;

3.1.7. some of the features and functionality of the Services are enabled through interactions with and links to Third-Party Sources. If at any time, a Third-Party Source stops making some or all of its features and functionality available to NewsWhip or available on terms acceptable to NewsWhip then NewsWhip may stop providing access to such features or functionality without prior notice;

3.1.8. NewsWhip's Chrome Extension ("Extension") will provide NewsWhip data and/or Service Data related to the website that you are visiting. This Extension is provided to assist you in gathering information, obtaining NewsWhip data, and incorporating your NewsWhip experience on other websites. To provide these functions, NewsWhip collects certain data about you and your browsing experience through the Extension. The Extension collects data based on the websites or URLs you visit, your IP address, your location, and other web browsing information as detailed within our Cookie Policy; and

3.1.9. You agree to comply with any rate limits and other requirements in NewsWhip's documentation (as updated from time to time).

3.2. NewsWhip Services may not be used by governments, government agencies, or private agents acting on behalf of governments or government agencies, to collect any Service Data that may be used to identify or monitor a private individual. For the avoidance of doubt, NewsWhip Services may not be used directly or indirectly as part of any surveillance, intelligence gathering, policing, or law enforcement processes.

3.3. You understand and accept that each Third-Party Source may have terms of service which are independent of NewsWhip. NewsWhip does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third-Party Source that may be accessed via the Services and you agree that you bear all risks associated with access to and use of content provided by a Third-Party Source;

3.4. Some Service Data is derived from information gathered from Third-Party Sources when using Service Data derived from Third-Party Sources, you agree to comply with terms of service required by those third party services, which are incorporated herein by reference including, but not limited the following:

3.4.1. Facebook Terms of Service which can typically be found at https://www.facebook.com/terms.php;You agree that Service Data derived from Facebook may not be sold or used for: unlawful, misleading, discriminatory, or fraudulent purposes; to infringe or breach someone else's rights; to build profiles of, or to identify individual human users of Facebook; to map the behaviour and engagement of individual human users of Facebook across multiple Facebook pages; for surveillance purposes. Furthermore, you agree to maintain diligent safeguards over any private data, compliant with any applicable data privacy laws.

3.4.2. X's (formerly Twitter) Terms of Service which can typically be found at: http://twitter.com/tos. If you are a public-sector entity or any agency working on behalf of a government entity or agency, you must not use Service Data derived from Twitter to access or use content from Twitter for surveillance purposes or if you are a public-sector entity whose primary function includes conducting surveillance/gathering intelligence, you must not use the Services to access or use content from Twitter. In addition, you must not use the Services to access or use content from Twitter for any unlawful, discriminatory purposes or profiling based on sensitive categories of information prohibited by applicable laws (see Section B User Protection and C Government Use of Section XV Miscellaneous of the Twitter Developer Agreement, which can be found at: https://developer.twitter.com/en/developer-terms/agreement)

3.4.3. YouTube's Terms of Service, which can typically be found at https://www.youtube.com/t/terms; and Google Privacy Policy, which can typically be found at http://google.com/policies/privacy; and

3.4.4 Reddit Terms of Service which can typically be found at https://www.redditinc.com/policies/user agreement

4. Data Privacy and Security; Confidentiality

4.1. Subject to the express permissions of these Terms, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information (a) solely to

those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

4.2. We collect certain information (including Personal Data) about you and your Agents and where applicable Account Holder as well as your and their respective devices, computers and use of the Services. In particular, this includes email address, user name, IP address and billing information. We may use, disclose, and protect this information in the course of our business as described in our Privacy Policy and Data Processing Addendum (if applicable). NewsWhip will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of your Personal Data.

4.3. You agree that NewsWhip and the service providers that we use to assist in providing the Services shall have the right to access your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, to respond to your support requests. Any such service providers we utilize will only be given access to your Account, Service Data, or Personal Data as is reasonably necessary to provide the Service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 4.1 and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 4.2.

5. Intellectual Property Rights

5.1. NewsWhip owns and retains all right, title and interest in and to (a) the Services together with any / all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with training or support, and (c) all intellectual property rights related to any of the foregoing and you agree not to do anything inconsistent with this ownership.

5.2. Each Party maintains all rights, title and interest in and to all their respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "**Intellectual Property Rights**"). Nothing in these Terms shall be interpreted so as to convey any additional interest in the Services, or any associated Intellectual Property Rights to you.

5.3. NewsWhip will have the right to incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you, your Agents, or other third parties acting on your behalf.

5.4. NewsWhip may use your company's name and/or logo on our website and other marketing materials identifying you as one of our users. No endorsement or affiliation is implied and your trademarks and copyrights remain your property.

6. Termination

6.1. We reserve the right to modify, suspend or terminate your rights to access the Services (or any part thereof) and we may remove, disable and discard any Service Data if: (a) we believe that You have misused the Services or breached these Terms. Unless legally prohibited from doing so, we will use reasonable efforts to contact You via email to notify You when taking any action. We shall not be liable to You, or any other third party for any such modification, suspension or termination of access to and use of the Services.

6.2 Upon termination or cancellation of your access to the Service, NewsWhip reserves the right to delete all Service Data associated with your Account. This Service Data cannot be recovered

7. Disclaimer of Warranties

7.1. The Site and the Services, including all server and network components are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and we expressly disclaim any and all warranties (including warranties to the content, data, links, and information presented within the Services), whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the Services will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by you from us or through the Services shall create any warranty not expressly stated in these Terms.

8. Limitation of Liability

8.1. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to these Terms, or their affiliates, officers, directors, employees, agents, suppliers or licensors be liable to the other Party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such Party or third party in connection with these Terms or the Services, regardless of whether such Party has been advised of the possibility of or could have foreseen such damages.

8.2. The Services do not provide any licence, copyright or permissions for you to use content owned by Third-Party Sources which may be accessed through the Services and which may be subject to copyright protection by third parties. NewsWhip shall not be held liable for any claims by third parties arising from your use of the content accessed through links within the Services, such as alleged copyright/intellectual property infringement arising from your use of content identified through the Services.

8.3. Notwithstanding anything to the contrary in these Terms, our aggregate liability to you or any third party arising out of these Terms or otherwise in connection with any subscription to, or use or employment of the Services, shall in no event exceed $100. You acknowledge and agree that the essential purpose of this section is to allocate the risks under these Terms

between the Parties. We have relied on these limitations in determining whether to provide you the rights to access and use the Services provided for in these Terms.

8.4. Any claims or damages that you may have against NewsWhip shall only be enforceable against NewsWhip and not any other entity nor NewsWhip's officers, directors, representatives or agents.

9. Indemnification

9.1. We will indemnify and hold you harmless, from and against any claim brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, trade mark or trade secret (an "IP Claim"). This indemnification provision is limited to an IP Claim relating to the Services itself, and does not indemnify you in relation to your use of any information or data obtained by you through the Services. We shall, at our expense, defend such covered IP Claims and pay damages finally awarded against you in connection therewith, including the reasonable fees and expenses of the attorneys engaged by NewsWhip for such defence, provided that (a) you promptly notify NewsWhip of the threat or notice of such an IP Claim; (b) we will have the sole and exclusive control and authority to select defence attorneys, defend and/or settle any such IP Claim; and (c) you agree to fully cooperate with NewsWhip in connection therewith. The provisions of this section amount to the sole, exclusive and entire liability of NewsWhip to you and constitute your sole remedy with respect to an IP Claim brought by reason of access to or use of the Services by you or your Agents.

9.2. You will indemnify and hold NewsWhip harmless against any claim brought by a third party against NewsWhip arising from or related to (a) use of the Services by you or your Agents in breach of these Terms, (b) your internal and external use of the data and information received from the NewsWhip Services, (c) your use of third party data retrieved through links within the Services, (d) any negligence or wilful misconduct by you; or (e) matters which you have expressly agreed to be responsible pursuant to these Terms.

10. Assignment; Entire Agreement; Amendment

10.1. You may not, directly or indirectly, by operation of law or otherwise, assign all or any of your rights or duties under the agreement without our prior consent, such consent not to be unreasonably withheld. We may, without your consent, assign the agreement to any member of the NewsWhip Group or to any successor in title in connection with any Change of Control of NewsWhip or the sale of all or substantially all of our assets provided that any such successor agrees to fulfil its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.2. These Terms shall supersede any and all prior agreements between you and NewsWhip with regard to the subject matter hereof unless otherwise agreed by both parties.

11. Severability

11.1. If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

12. Export Compliance and Use Restrictions

12.1. The Services and any other components of the Services that we may provide or make available to you or your Agents may be subject to U.S. export control and economic sanctions laws. Each party agrees to comply with all such laws and regulations as they relate to access to and use of the Service and such other components by you and your Agents. You shall not access or use the Services if you are located in any jurisdiction in which the provision of the Services or other components is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction") and you shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you shall not permit Agents to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; (d) you shall comply with all applicable laws regarding the transmission of technical data exported from the United States and/or the EU and the country in which you, Agents and end-users are located.

13. Survival

13.1. The obligations of both parties under the Terms shall survive its termination to the extent necessary to give effect to this agreement. Termination of such agreement shall not limit you or NewsWhip's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

14. Dispute Resolution

14.1. NewsWhip US, Inc. All notices should be addressed to NewsWhip US Inc., Attn: Legal Department, WeWork 1460 Broadway, New York, NY 10036. This agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Any dispute, controversy or claim dispute arising out of or related relating to this agreement or any breach of this agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association (AAA) and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA. The number of Arbitrators shall be one. The results of such arbitration proceedings shall be binding upon the parties and judgment may be entered upon the arbitration award in any court having jurisdiction thereof. The seat of the arbitration shall be in New York. The language of the arbitration shall be English.

14.2. NewsWhip Media Limited. All notices should be addressed to**:** NewsWhip Media Ltd., Attn: Legal Department, Huckletree D2, The Academy, 42 Pearse Street, Dublin 2, D02 YX88, Ireland. This agreement shall be governed by, construed, and interpreted in accordance with

the laws of Ireland, without regard to principles of conflict of laws. Any dispute, controversy or claim dispute arising out of or related relating to this agreement or any breach of this shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the International Centre for Dispute Resolution and shall be conducted in accordance with the International Arbitration Rules of the American Arbitration Centre. The number of Arbitrators shall be one. The results of such arbitration proceedings shall be binding upon the parties and judgment may be entered upon the arbitration award in any court having jurisdiction thereof. The seat of the arbitration shall be in Dublin, Ireland. The language of the arbitration shall be English.

14.3. You agree that if you sue NewsWhip and do not obtain judgment in your favor, you will pay all of NewsWhip's costs, including reasonable fees for in-house and outside legal counsel.