

## PERSONAL DATA LICENSE AND SUBSCRIPTION AGREEMENT

This personal data license and subscription agreement (the “**Subscription Terms**”) sets forth the terms and conditions governing the access to and use of a Consumer’s Personal Data by a Brand as part of a Subscription Contract.

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## 1. SCOPE AND PARTIES



**Summary:** This document sets out how you, the Consumer, provide the Brand with a right to access and use parts of their Personal Data for a limited time and in exchange for a (financial) consideration, and how your two-way interaction with a Brand works.

Apart from this document, you should also read the “privacy terms”, which can be found on the last screen of the Subscription Offer next to these “commercial terms”. The privacy terms contain information on how the Brand will use your personal data.

A Subscription Contract is a legally binding agreement between a Consumer and a Brand that sets out the terms and conditions of the Personal Data License (as set out in section 4.1) and other Brand-initiated interactions. A Subscription Contract is made up of three parts:

1. **The Subscription Offer**
2. **The Subscription Terms**, as set out in this document.
3. **The Brand Privacy Terms.**

In case of inconsistencies between provisions in these three parts, the hierarchy as set out above applies.

Profila is not a party to the Subscription Contract, and neither an individual Consumer nor a Brand can invoke any rights or claims against Profila, unless expressly provided in the End User License Agreement (EULA) for Consumers, or the Brand User License Agreement (BULA) for Brands.

## 2. ACCEPTANCE OF TERMS



**Summary:** You accept these terms once you click on the green ACCEPT button at the end of a Subscription Offer.

The Brand accepts the Subscription Terms when they publish a Subscription Offer on the Platform.

The Consumer accepts the Subscription Terms and thereby concludes a Subscription Contract when they accept a Subscription Offer by clicking on the green “ACCEPT” button in the App.

### 3. DEFINITIONS



**Summary:** This section defines capitalized terms used throughout this document. This makes it easier for you to read the information and interpret special terms.

“Brand Privacy Terms” are the privacy terms and conditions as defined by a Brand that govern its processing of a Consumer’s Data, which may include part or all of their Personal Data, Categories, and/or Moments, in relation to a specific Subscription Offer. These privacy terms are made available to a Consumer as part of a Subscription Offer, and form part of a Subscription Contract once a Consumer has accepted the Subscription Offer;

“Brand Subscriber” means a Brand that has entered into a Subscription Contract with a Consumer;

“Consumer Subscriber” means a Consumer that has entered into a Subscription Contract with a Brand;

“Data” means any content or information that Consumers include and store in the App. This includes Personal Data and Data that does not constitute Personal Data;

“Payment” means a cash amount paid by a Brand to Profila for (i) the Personal Data License granted by a Consumer Subscriber to the Brand or (ii) a Consumer’s interaction with a Brand Moment or other Brand Offering. A Payment is broken into two (2) equal parts: 50% as the Profila Share and 50% as the Consumer Share;

“Personal Data” is any information that relates to Consumers as an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification of someone as a person, also constitute Personal Data. Personal Data includes, for example, one’s name and surname, home address, email address, identification card number and location data. This also includes information contained in Categories and/or Moments;

“Personal Data License” has the meaning as set out in section 4.1;

“Subscription Contract” has the meaning as set out in article 1;

“Subscription Offer” means a request that a Consumer receives from a Brand in the App to subscribe to a certain set of the Consumer’s Data, which may include part or all of their Personal Data, Categories, and/or Moments, in exchange for a Payment. The Subscription Offer consists of four (4) screens in the App and provides for a link to the Brand Privacy Terms and Subscription Terms;

“Subscription Terms” are the general terms and conditions that govern a Subscription Contract;

“Term” has the meaning as set out in section 6.

Any term not defined in the Subscription Terms is defined in the EULA (for Consumers) and the BULA (for Brands). For anything which is not expressly addressed in these Subscription Commercial Terms, the general terms and conditions of Profila apply; see the EULA (for Consumers) and the BULA (for Brands).

## 4. RIGHTS AND OBLIGATIONS OF A BRAND SUBSCRIBER



**Summary:** When you enter into a Subscription Contract with a Brand, you give the Brand a right to use your Personal Data. This section sets out the rights and obligations for a Brand when using your Personal Data.

### 4.1. *Brand Subscriber's rights*

For the duration of the Term and subject to the Payment and any other conditions and limitations set forth in the Subscription Terms, a Brand Subscriber is hereby granted a non-exclusive, non-transferable, and revocable license to a Consumer's Personal Data, with the right to (i) access parts or all of a Consumer's Personal Data, Categories, and/or Moments as set out in a Subscription Offer, and the right to (ii) process this Data for the purpose of Consumer and Brand interactions, which may include:

- the ability for the Brand to respond to a Consumer Moment;
- the ability for the Brand to share personalized Brand Moments or other Brand Offerings with the Consumer;
- the ability for the Brand to respond to the Consumer's Data Requests, and;
- the ability for the Brand to communicate with the Consumer on a one-to-one basis.

(hereinafter, the “**Personal Data License**”).

### 4.2. *Restrictions*

The Personal Data License is subject to the following restrictions:

- (a) **Data Integrity.** Brand Subscriber will respect the integrity of the Data, ensuring that it is not distorted and that none of the information in the Data is deleted or changed in ways that would materially affect the integrity of the Data as originally published by Consumer Subscriber.
- (b) **Primary Purpose and Scope of Use of the Data.** The Consumer Subscriber provides the Data to the Brand Subscriber for the purpose of the interactions as set out in article 3.1, and under the conditions as set out in the Subscription Privacy Terms. The Brand Subscriber will only access Data on the Platform. Where the Brand Subscriber intends to extract this Data onto its own IT system, the Consumer Subscriber will be notified thereof.
- (c) **Absolute Prohibition Against Correlation of the Data to Individuals.** Under no circumstance will the Brand Subscriber use or process the Consumer's Personal Data in violation of applicable privacy laws or regulations and/or in any way that would be deemed an unlawful invasion of privacy, whether or not for internal or external use of the results of such correlation. The Brand Subscriber will comply with all federal, state and local laws and regulations governing the access, handling, and use of Personal Data belonging to the Consumer Subscriber.
- (d) **No Other Rights.** Except as expressly permitted herein, the Brand Subscriber will not redistribute, license, retransmit, or rebroadcast the Consumer's Personal Data.

### 4.3. *Indemnification*

The Brand Subscriber will indemnify and hold harmless the Consumer Subscriber from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including, without limitation, reasonable legal fees, disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), arising from or in connection with (a) the Brand Subscriber's negligence, willful misconduct, or breach of any representation or warranty under these Subscription Terms, (b) the Brand Subscriber's failure to perform its obligations under this Subscription Terms, or (c) the Brand Subscriber's use of the Consumer's Personal Data.

## 5. RIGHTS AND RESPONSIBILITIES OF A CONSUMER SUBSCRIBER



**Summary:** A Brand provides you as a Consumer with a financial incentive for the access to your Personal Data. This section sets out your rights and obligations in your relationship with a Brand.

### 5.1. *Authority*

The Consumer Subscriber represents that they have the right to make Personal Data available in accordance with the Personal Data License under section 3.1.

### 5.2. *Personal Data ownership*

The Consumer is and remains the owner of their Data.

The Brand Subscriber acknowledges and agrees that the Consumer's Personal Data, and all copies thereof made by the Brand Subscriber hereunder, are and will remain the exclusive property of the Consumer Subscriber.

Nothing contained herein will be deemed to transfer to the Brand Subscriber any proprietary interest or other rights in the Personal Data of the Consumer Subscriber, except to the extent expressly granted by these Subscription Commercial Terms.

The Personal Data License will not be construed as a sale, disposition or transfer of property, while the release of Personal Data hereunder by the Consumer Subscriber will not be construed as the placement of Data in the public domain.

### 5.3. *Personal Data availability, access and accuracy*

The Consumer Subscriber hereby agrees to have at least the minimum required Data filled out as detailed in the Subscription Offer at the moment the Subscription Contract is concluded, and for the entire Term of the Subscription Contract. This obligation entails that the Consumer Subscriber has completed:

- all requested "Personal Information" sections within the App as per the Subscription Offer;
- at least one Category Quiz in each Category requested by the Brand as per the Subscription Offer.

If the Consumer has not completed the minimum amount of Data, they will be asked to do so before they can accept the Subscription Offer.

Any Data requested as part of the Subscription Offer must be retained by the Consumer for the Term of the Subscription Contract.

If the Consumer deletes this Data at any point during the Term of the Subscription Contract, it is considered a breach of the Subscription Contract, and the Consumer Subscriber hereby agrees that this is considered a forfeiture of their right to claim the Consumer Share of the Payment for the month in which the Data was deleted. Any changes made by the Consumer to their Data in accordance with the EULA, e.g. updating Personal Data, is not seen as a breach.

If the Brand Subscriber notifies the Consumer Subscriber that the Data is no longer available or accessible, the Consumer Subscriber will evaluate the deficiency and, as necessary, use reasonable efforts to promptly correct the error and repost the Data.

#### 5.4. *Restrictions*

The Consumer shall not directly or indirectly:

- conclude multiple Subscription Contracts for the same Subscription Offer via multiple accounts;
- fill out their profile in the App with Data that is, to the best of their knowledge, false, fraudulent, deceptive, or misleading;
- use any names or nicknames that infringe copyright or trademarks;
- purposely share Data belonging to a Third Party;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on any Brand Moments or other Brand Offerings, including any copy thereof;
- copy any Brand Moments or other Brand Offerings, in whole or in part, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Brand Moments or other Brand Offerings to any Third Party;
- use the App in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner; and
- use the App for any purpose that is illegal, unlawful, or prohibited by applicable law.

### 6. **TERM AND TERMINATION**



**Summary:** This section explains more about the duration of the relationship between the Consumer and the Brand. It provides clarification on how to extend or terminate the relationship, as well as the consequences of an extension or termination.

#### 6.1. *Term*

The initial duration of a Subscription Contract is detailed in the Subscription Offer and can range from a day to a year (the “**Term**”). The Subscription Contract will remain in force and effect until the end of the Term, or until terminated by either party in accordance with this Section 6.

#### 6.2. *Termination*

Both the Consumer Subscriber and Brand Subscriber can terminate the Subscription Contract at any time during the Term by cancelling the Subscription Contract in the App (for Consumers) or on the Platform (for Brands).

#### 6.3. *Effects of Termination*

If the Consumer Subscriber terminates the Subscription Contract before the end of the Term, no more Payments will be made by the Brand Subscriber for the remaining Term. The Brand Subscriber agrees to immediately cease all access and use of the Consumer’s Personal Data under the Personal Data License.

If the Brand Subscriber terminates a Subscription Contract before the end of the Term, the Brand Subscriber will no longer have access or use of the Consumer’s Personal Data under the Personal Data License.

The Brand will not be refunded for any Payments that were already processed under the Subscription Contract. The remaining part of the Payment which was not yet processed will not be charged.

Termination or expiry, howsoever occurring, does not affect any accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry. The provisions of the Subscription Contract, which, by their sense and context should survive any expiration or termination

of the Subscription Contract, shall survive termination of the Subscription Contract and shall remain binding on the parties.

## 7. PRICE, PAYMENTS, FEES & TAXES



**Summary:** This section explains more about the financial consideration that you as a Consumer can expect when you accept a Subscription by a Brand, or when you interact with content from a Brand.

### 7.1. *Payment conditions*

Payments by the Brand as part of the Subscription Offer will be paid to Profila. Profila will deduct the Profila Share and any applicable fees before paying out the Consumer Share to the Consumer Subscriber.

The terms and conditions under which the Brand pays Profila are set out in the BULA.

The terms and conditions under which Profila transfers the Consumer Share to the Consumer Subscriber are set out in the EULA.

### 7.2. *Payment amount*

The Payment amount for the Personal Data License is proposed by the Brand in the Subscription Offer and accepted or refused by the Consumer.

The Payment amount for Brand Moments or other Brand Offerings is determined by Profila.

## 8. CONFIDENTIALITY



**Summary:** The relationship between a Brand and a Consumer is confidential. Only you two need to know the conditions of the Subscription Contract

Both Parties will keep the specific terms and conditions of the Subscription Contract confidential and will not disclose such information or use it for any purpose not expressly authorized by these Subscription Terms.

## 9. MISCELLANEOUS



**Summary:** This section outlines other important details about these Subscription Terms, and the Subscription Contract, including its modification and its applicability under the law.

**Modifications.** No modifications can be made to these Subscription Terms or the Subscription Contract, without a formal written agreement between both parties.

**Severability.** If any provision of these Subscription Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions will continue in full force and effect.

**Press, Publicity, Publications.** Neither party shall issue or release any announcement, press release or other publicity or marketing materials relating to these Subscription Commercial Terms, and the Subscription Contract, or otherwise use the other party's name, trademarks, service marks or logos without the prior written consent of the other party, except as otherwise provided herein.

**Complete Agreement.** The Subscription Contract, consisting of the Subscription Offer, Subscription Commercial Terms, and the Subscription Privacy Terms, constitute the entire agreement between the Consumer Subscriber and the Brand Subscriber regarding the Personal Data License and supersedes all prior or contemporaneous understandings, discussions and agreements.

**Assignment and Subcontracting.** Neither the Brand nor the Consumer will transfer any of their rights or obligations under a Subscription Contract to anyone else without the other Party's consent.

**Amendments.** No amendments can be made to these Subscription Terms or the Subscription Contract without a formal written agreement between both parties.

**Summaries.** The summaries addressed at Consumers included at the beginning of each section are only for information purposes and are not part of the Subscription Terms. Profila doesn't guarantee that they summarize each aspect of a section.

## 10. GOVERNING LAW



**Summary:** This contract is governed by the law that applies in the country where you, the Consumer, were born or have taken up residency. This is fair – a Brand has more means available to protect its interests abroad than an individual Consumer.

This Subscription Contract shall be governed by the national law from the Consumer's place of residence or birth.

Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the national competent courts in the Consumer's place of residence or birth.