

WORTHIX TERMS AND CONDITIONS OF USE

Thank you for using Worthix's products, services, websites, and apps. These Terms and Conditions of Use set forth herein ("Terms of Use") and the Privacy Policy, a copy of which you may find at [PRIVACY POLICY], contain the terms under which Worthix Corp. ("Worthix") provide Services, as defined below.

You acknowledge that the Privacy Policy is an integral part of these Terms of Use and by using the Services, You automatically agree to these Terms of Use.

The terms "We," "Us," and "Our" refer to Worthix and its Affiliates. The terms "You" and "Your" refer to the individual, organization, and/or legal entity in interest to comply with these Terms of Use, and to use Our Services. If You are entering into these Terms of Use on behalf of a company or other legal entity, the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with the provisions set forth herein, You must not accept these Terms of Use and may not use the Services.

Subject to Your acceptance without modification of any terms, conditions and notices set forth below, Worthix grants You a limited and nonexclusive right to access and/or use the Services. Please read these Terms of Use carefully. Worthix may, at any time and at its sole discretion, without notice to You, suspend, discontinue, revise or otherwise modify these Terms of Use. If Your use of the Services involves the right to access and use Our SaaS Application through a user identification and password provided by Us, Your continued access to Our SaaS Application means Your acceptance of the revised or modified Terms of Use. In case of conflict between these Terms of Use and the amended and updated terms, the latest provisions shall prevail.

If you need any assistance or want to discuss any matter pertaining to these Terms of Use or the Privacy Policy, please contact us at legal@worthix.com.

1. Defined Terms

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"**Agreement**" means these Terms of Use.

"**Content**" means any code, data, information, application, and the like.

"**Documentation**" means the Terms of Use, any version of Worthix's Privacy Policy ("**Privacy Policy**"), the Master Subscription Services Agreement ("**Master Subscription Services Agreement**"), if applicable to Your use of the Services, and any other documentation produced by Us regarding the use of the Services.

"**Person**" means any individual, company, organization, and/or legal entity.

"**Respondents**" means an individual who received, completed and returned a Worthix Survey, as defined below.

"**Services**" means a service and/or a product, as the case may be, provided from Us for Your use. Such products and/or services may be either (i) the SaaS Application that will let You generate a Worthix Survey and analyze the data retrieved, also hereinafter referred to as "**SaaS Application**"; or (ii) any other

related product, service, software, platform, website, or app provided from Us to You, for Your use.

"User" means an individual who is authorized by You to use the SaaS Application, for whom You have purchased a subscription, and to whom You have supplied a user identification and password.

"We", "Us", "Our" or "Worthix" means Worthix Corp.

Worthix Survey: means any questionnaire-based link that is generated within the SaaS Application for the purposes of electronic distribution to Respondents in order to conduct consumer market research.

"You" or "Your" means any individual, organization, legal entity, that accepts to be bound to these Terms of Use and the Documentation or use Our Services thereunder.

2. Fees and Payment

- 2.1.** Unless expressly stated otherwise, Your access to and use of Our SaaS Application will be charged as described by the applicable Master Subscription Services Agreement and Order Form which You and/or Your organization may be subject to, if applicable to Your case. Any and all details pertaining to the Fees and Payment, if applicable, are determined by the Master Subscription Services Agreement and the Order Form signed by You or on behalf of Your company.
- 2.2.** If section 2.1 above applies to You, You acknowledge that Your use of the Services and Your continued access to Our SaaS Application may be suspended in the event of nonpayment of the applicable fees, as provided for in the applicable Master Subscription Services Agreement and Order Form.

3. Privacy

- 3.1.** Worthix believes in protecting Your privacy. By Using the Services, You acknowledge that You are in agreement with Our Privacy Policy, a copy of which You may find at [PRIVACY POLICY]. Reading Our Privacy Policy will help You understand how We collect, use, and share Your personal information, including sensitive information.

4. Use of the Services

4.1. Login; access

- 4.1.1** To use the Services, You may be required to provide information to login and have access to the Services. As a User of the Services, You warrant that:
 - a) All information You furnish and disclose while using the Services is true, accurate, current and complete;
 - b) You are a Person and has full capacity to use the Services under the laws of Your jurisdiction; and

- c) If applicable, You are an authorized Person by Your Organization to use the Services.

4.2. Prohibitions on Misuse

4.2.1 Your continued use of the Services means that You accept and agree, without limitation, with the following:

- a) You will strictly observe all the provisions set forth in the Documentation, as amended from time to time, in addition to the laws applicable to Your jurisdiction;
- b) You will only use the Services in accordance with the Documentation;
- c) You will use the Services only for lawful and legitimate activities and/or purposes;
- d) You Will use the Services so as not to cause any losses or harm to any third-party, nor promote, engage in, encourage or facilitate activities which are: (i) illegal; (ii) unlawful, whether or not expressly prohibited by the Documentation or by federal, state, local, or international law; (iii) prohibited; (iv) dishonest and/or fraudulent; (v) result in the infringement of intellectual property rights; (vi) involves the advertisement and/or commercial of any product or service; (vii) violent, intolerant, unethical, discriminative, or harassing, *inter alia*; and
- e) You will not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

4.2.2 If You or a User acting on Your behalf and under Your supervision have been granted access to Our SaaS Application, Worthix retains the right at its sole discretion to deny any individual access to the SaaS Application at any time, without any further notice, including in cases of, but not limited to, violation of the Documentation.

4.2.3 Unless otherwise provided in these Terms of Use, the Privacy Policy, the Master Subscription Services Agreement or any other Documentation governing Your use of the Services, all content and information, including the infrastructure used to provide such content and information, is proprietary to Worthix or Our business partners or Affiliates. While You may use the Services and related documents and products, You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell or re-sell any information, software, products obtained from or through the Services. Additionally, You agree:

- a) not to violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services (such as by opening up a new account to conduct a survey that we have closed for a violation of these Terms of Use);

- b) not to misuse Our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that We provide;
- c) not to take any action that imposes, or may impose, in Our sole discretion, an unreasonable or disproportionately large load on Our infrastructure;
- d) not to probe, scan, or test the vulnerability of any Our system or network;
- e) not to deep-link to any portion of the Services for any purpose without Our express written permission;
- f) not to frame, mirror or otherwise incorporate any part of the Services into any other product, software, system or the like, without Our prior written authorization;
- g) not to purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes;
- h) not to customize Worthix Survey in a non-permitted manner by Our SaaS Application, especially with the purpose of collecting sensitive information from the Respondents.

4.2.4 If Your use of the Services requires you to comply with industry-specific regulations applicable to such use, You will be solely responsible for such compliance, unless Worthix has agreed with You otherwise. You may not use the Services in a way that would subject Worthix to those industry-specific regulations without obtaining Our prior written agreement.

5. Respondents' Content

- 5.1.** Worthix does not retain nor claim ownership over any of the Respondents' Content used or provided in connection with the Services. You represent and warrant that You have, as applicable, the intellectual property rights pertaining to such Content or, if not, You represent and warrant You are the sole responsible party to solicit any and all necessary authorizations from the Respondents, as applicable, in order to use such Content in connection with the Services.
- 5.2.** Worthix has no obligation to monitor or review any Content submitted in connection with the Services. However, We may be required to review certain Content submitted to Us to ensure compliance with legal obligations and with these Terms of Use or the Privacy Policy. In such situation, Worthix may modify, prevent access to, delete, or refuse to display content that We believe violates the law, these Terms of Use or the Privacy Policy.
- 5.3.** These Terms of Use do not grant Us any licenses or rights to the Respondents' or Users' Content except for the limited rights needed for Us to provide the Services, and as otherwise described in these Terms of Use.
- 5.4.** You grant Worthix a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and

otherwise exploit the Respondents' Content, but only for the limited purposes of providing the Services to You, to develop new businesses for Worthix, and as otherwise permitted by the Worthix's Privacy Policy. This license for such limited purposes continues even after You stop using Our Services, with respect to aggregate and de-identified data derived from the Respondents' Content and any residual backup copies of such Content made in the ordinary course of Worthix's business. This license also extends to any trusted third parties We work with for the limited purposes stated in this clause.

6. Your Submissions

6.1. You shall have no intellectual property rights with regards to any comments, feedback, suggestions, opinions, evaluations, and other submissions disclosed, submitted or offered by You to Us (collectively "Submissions"), when and if such Submissions are incorporated totally or in part to the Services. Worthix shall be under no obligation to incorporate in any form the Submissions to the Services, and may do so on its own discretion. Worthix may also use and share such Submissions for any purpose. Notwithstanding anything to the contrary, You will not be entitled to receive any compensation whatsoever with regards to Submissions.

7. Responsibility for Content and Submissions

7.1. We do not and cannot review all communications and Content uploaded to the Services and/or SaaS Application and We are not responsible in any form for these communications and Content. However, We reserve the right to block or remove communications or Content that We determine, in Our sole discretion, to be (i) threatening, abusive, libelous, defamatory, inflammatory, or obscene; (ii) fraudulent, deceptive, or misleading; (iii) in violation of the copyright, trademark, or other intellectual property rights or other rights of another; (iv) in violation of any applicable local, state, Federal or international law or regulation; or (v) offensive or otherwise unacceptable.

8. Account Management

8.1. If you have been issued an account by Worthix in connection with Your use of the SaaS Application, You are the sole responsible for keeping Your password and/or credentials safe. You represent and warrant that:

8.1.1 Accounts may not be shared and may only be used by the individual designated to the account;

8.1.2 You are exclusively responsible for any activity occurring in Your account whether or not You authorized such activity.

8.2. Worthix's Services and SaaS Application may be designed for Users with different levels of access and purposes of use. Your use of the SaaS Application is limited to the features and tools pertaining to Your level of access which may have been authorized by Your organization and designated by Worthix to You, or may be limited to the tools and functionalities available to Persons visiting our Services.

8.3. Unless You are using a portion of the Services which does not require any payments, You acknowledge You are responsible to maintaining Your

information with Worthix, such as, but not limited to Your e-mail and payment details associated with Your account, current and accurate. Worthix shall not be liable for any consequence, damage, loss, *inter alia*, arising out of, or in any way connected with, Your failure to comply with such obligation.

- 8.4.** If Your access to the SaaS Application allows You to create Worthix Surveys, You are responsible for maintaining, protecting, and making backups of the Respondents' Content, in all cases according to the compliance standards provided for in the Privacy Policy or any other applicable Documentation. To the extent permitted by applicable law, Worthix will not be liable for any failure to store, or for loss or corruption of such Content.

9. Limitation of Liability

- 9.1.** The materials and information You find on the Services are provided as is, without warranty of any kind, either express or implied, including, without limitation, any warranty for information, products, or Services provided through, or in connection with, the Services and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, including, but not limited to the content that runs through the Services that you chose to access.
- 9.2.** Worthix may subcontract the performance of any of its duties or obligations under this Agreement to any person. In all cases, Worthix shall be responsible for the acts and omissions of each subcontractor to the same extent as if such acts or omissions were by Worthix.
- 9.3.** In no event shall Worthix be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, Your access to, display of or use of the Services, or with the delay or inability to access, display, or use the Services (including, but not limited to, any computer viruses, cyberattack, information, software, linked sites, products, and the like obtained through the products; or otherwise arising out of the access to, display of, or use of the Services) or with a product or service provided as a result of use of the Services, whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Worthix has been advised of the possibility of such damages. Any risk arising out of use or performance of the Services, information, products, materials, software, or other items remains entirely with You. Under no circumstances will Worthix be liable for any damages whatsoever arising out of the use or performance of the Services, information, products, software, or other items.

10. Indemnification

- 10.1.** You shall at all times defend, indemnify and hold harmless Worthix, each of its affiliates, directors, officers, shareholders, agents, and employees against and from any and all claims (including, but not limited to, all guild and union claims, if any), damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs (whether or not in connection with litigation) arising out of or in connection with any violation You have caused by act or omission concerning this Agreement or the Documentation.

11. Disclaimers

- 11.1.** Except as expressly provided herein, We make no warranty of any kind, whether express, implied, statutory or otherwise, and we specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Except with regards to Worthix's subcontractors, as provided for in section 9.2 above, and except if provided for otherwise in the Documentation, We disclaim all liability and indemnification obligations for any harm or damages caused by any third-party hosting, application, software, hardware, or other service providers You may interact with while using the Services.
- 11.2.** Although Worthix will make its best efforts to provide You with a great experience while using the Services, We do not warrant that the Services will be performed error-free or uninterrupted, that we will correct all Services errors, or that the Services will meet Your requirements or expectations. We are not responsible for any issues related to the performance, operation or security of the Services that arise from third-party software, content, or hardware relating to the products; or any third-party content or products provided by third parties.

12. Intellectual Property Rights

- 12.1.** We or Our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by Us or on Our behalf to You pursuant to Your use of the Services ("**Worthix Intellectual Property Rights**"). No rights are granted to You other than as expressly set forth herein or in the Documentation.
- 12.2.** You may not modify, copy, aggregate, distribute, publish, display, transmit, reproduce, license, transfer, reverse engineer, create derivative works from, sell, or otherwise use any Worthix Intellectual Property Rights without the prior written permission of Worthix. In some cases, some materials contained in the Services may be subject to copyrights held by third parties and additional permissions may be required.
- 12.3. Trademarks.** Worthix logo, trademark, business signs, any affiliated logos, the term "Worthix," as well as any affiliated terms and all logos and graphics using the Worthix name are the intellectual property of and/or trademarks/service marks owned by Worthix. Worthix may possess intellectual property rights in other logos, words, or phrases not mentioned here. In some cases, some materials contained in the Services are subject to trademarks held by third parties. Except where otherwise indicated, all materials on the Services including but not limited to graphics, text, software, audio, video, and files, are the property of Worthix and are protected by copyright or other intellectual property laws.

13. Term and Termination

- 13.1.** These Terms of Use, the Privacy Policy and the Documentation will remain in effect during the whole period that You are using the Services, which may be determined by the applicable Master Services Subscription Agreement and Order Form connected to Your use, if applicable.
- 13.2.** If You violate any provision of the Documentation, Your permission to use the Services shall automatically terminate.
- 13.3.** Upon termination of this Agreement, We will treat Your data according to the terms set forth in Our Privacy Policy.
- 13.4.** The sections regarding "Intellectual Property Rights", "Limitation on Liability", "Disclaimers", "Respondents' and Users' Content" "Responsibility for Content and Submissions", "Term and Termination", and "General" will survive any termination or expiration of this Agreement.

14. General

- 14.1.** This Agreement is governed by the substantive and procedural laws of the State of Georgia and You and We agree to submit to the exclusive jurisdiction of, and venue in, the courts in Fulton County, State of Georgia in any dispute arising out of or relating to this Agreement.
- 14.2.** You agree that no partnership, franchise, joint venture, agency, fiduciary or employment relationship exists between You and Worthix as a result of the Documentation or use of the Services.
- 14.3.** Our performance of these Terms of Use (and the Documentation) is subject to existing laws and legal process, and nothing contained in these Terms of Use limits Our right to comply with law enforcement or other governmental or legal requests or requirements relating to Your use of the Services or information provided to or gathered by Us with respect to such use. To the extent allowed by applicable law, You agree that You will bring any claim or cause of action arising from or relating to Your access or use of the Services within one (1) year from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.
- 14.4.** If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect.
- 14.5.** These Terms of Use and the Documentation constitute the entire agreement between You and Worthix with respect to the Services and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and Worthix with respect to the Services. A printed version of these Terms of Use (and the Documentation) and of any notice given in electronic form shall be admissible in judicial, arbitration, or administrative proceedings based upon or relating hereto or thereto to the same extent and

subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Worthix Corp. March 15th, 2023.
