

ViewersLogic Ltd.

Terms of Use and End User License Agreement

ViewersLogic Ltd. (“**VL**”) develops and offers a platform that collects real time information on users mobile and TV activities, preferences, behavior, communications, and interactions. The services offered by VL include our software application (including any updates, new versions or new releases thereof) including but not limited to applications for mobile devices such as Apple’s iPad and iPhone, *and* devices running the Android operating system (each an “**Application**”) and other features, products and services, as now offered and/or may be offered in the future (“**Device**”), in connection with the aforesaid collectively referred to as the “**Services**”, respectively). This Terms of Use Agreement (the “**Terms**”) sets the legally binding terms for using the Services by you (“**You**”).

VL is undertaking a trial of the platform through the YouGov panel. This trial is time limited with this agreement only in force for the duration of the trial. At the end of the trial period your ability to use the Services will be terminated.

1. General

1.1. Acceptance of These Terms

By downloading the Application, accessing the Services and entering Your User I.D. and password, you hereby agree to be bound by these Terms. If You do not agree to any of the provisions as set hereunder in these Terms, You have no right to use the Services.

If You intend to use any of the Services, these Terms should be read together with VL's Privacy Policy (“**Privacy Policy**”), and together they constitute the entire agreement between You and VL.

1.2 Eligibility to Use the Services

By using the Services, You represent that: (a) You own the Device; and (b) You are thirteen (13) years of age or older; and (c) Your use of the Services does not violate any applicable law or regulation; and (d) You are using the Services for personal, non-commercial use, in good faith; and (e) your use of the Services reflects you own mobile and TV preferences, and you are not sponsored by any third party which affects your TV and mobile preferences. If VL is informed or has reason to believe that you are not eligible to use the Services or that You become ineligible, Your use may be terminated without notice and Your account may be deleted.

Without derogating from the above, as long as You comply with these Terms, You have the right to download and install a copy of the Application to Your mobile device, and to access and use the Services, for Your own personal use during the course of the YouGov trial. You may not: (i) copy, modify or distribute the Application for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Application or the Services to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the Application or the Services; (iv) make the functionality of the Application or the Services available to multiple users through any means; or (v) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

1.3. Modifications to Terms

VL reserves the right to change or modify the Terms and/or the Privacy Policy from time to time. Posting the modified Terms and/or the Privacy Policy on the Application will give effect to the revised terms. Your continued use of the Services indicates Your acceptance of any revised terms. If You do not agree to the revised terms, please refrain from using the Services and/or delete the Application. VL reserves the right to suspend, discontinue, delete, modify, or remove the Services at any time, without prior notification.

2. Your Account

2.1. Registered Users

The Services require registration via the Application.

2.2. Registration

In order to use the Services as part of the YouGov trial, you will be required to register with the user name and password provided to you by e-mail. Your registration will automatically be deleted after the trial has completed. You are responsible for maintaining the confidentiality of your VL Account credentials in order to use the Services, and are fully responsible for all activities that occur through the use of Your credentials. You agree to notify VL immediately of any unauthorized use of your VL Account credentials or any other breach of security with respect to your VL Account.

VL reserves the right to suspend or terminate your access to the Services if any information provided to VL in connection with your VL Account or use of the Services proves to be inaccurate, not current, incomplete or misleading.

Following your registration to the Services you will have to connect your TV to the Application, if you encounter any problem with connection your TV to the Application please e-mail us at: support@viewerslogic.com.

2.3 Use of the Services

You hereby grant VL permission to monitor certain of your preferences, behavior, interactions and communications, both offline and online including but not limited to: (a) which channels are viewed on your TV; (b) info on whether your TV is on or off; (c) list of the apps used on your device, including name and time of use; (d) list of Google searches through Your Device; (e) list of the web pages visited through the Device (“**Collected Content**”). VL may collect, process, analyze, run algorithms against, combine and store Collected Content.

You agree that any of your Collected Content or any derivative works thereof shall be the joint proprietary of VL and YouGov and may be, distributed, publicly displayed, reproduced, posted, published, transferred to third parties, all in accordance, and subject to our Privacy Policy (as defined below).

3. Proprietary Rights

VL owns the intellectual property related and associated with the Application and the Services such as copyrighted material, patented technology, trademarks, and other proprietary information of VL and its licensors. You are granted no right in the intellectual property associated or related to the Application or the Services and nothing should be inferred as granting such rights to You.

4. Right of Use & Unauthorized Uses

4.1. Limited License, Permitted Uses

You are granted a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to: (i) access and use the Application or the Services strictly in accordance with these Terms and the Privacy Policy incorporated in the Application, and (ii) solely for internal, personal, non-commercial purposes.

This license does not include any collection, aggregation, copying, duplication, display or derivative use of the Services nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose, unless expressly permitted by VL. You are not allowed to use software, scripts or automated agents and Bots in a manner intended to mine data from the Services, generate multiple accounts or automatically post multiple messages.

4.2 Restrictions on Offensive or Illegal Use and Commercial Use

VL strictly prohibits the use of the Services or any of its functionalities for offensive, illegal or harming purposes. The Services are for Your personal use only, and may not be used in connection with any commercial activity, in addition, your use of the Services shall reflect Your own mobile and TV preferences, and shall not sponsored by any third party.

In any event of breach of these Terms, VL reserves the right to take action against You, including, but not limited to, suspending any or all use of the Services, in any way or manner, or terminating Your account.

5. Source and Accuracy of Content

All content including on the Services, either in the form of a text, image, video, link or otherwise, that is uploaded to the Application, and content that is linked from the Services, including content available as publications, advertising or in any other manner (collectively referred as “**Content**”) are at the sole responsibility of whom such Content originated. You agree and acknowledge that VL does not control, and is not responsible for the Content made available through the Services. VL makes no representation or warranty as to the accuracy, completeness or authenticity of the Content. You acknowledge that VL does not pre-screen, monitor, endorse or approve the Content. You must evaluate and bear all risks associated with the use of any Content.

6. Nature of Relationship

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms. VL and You are independent contractors. You are not entitled to or eligible for any benefits of any kind.

7. Disclaimer of Warranties; Limitation of Liability

7.1. General Disclaimer

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS WELL AS ANY WARRANTIES REGARDING SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE APPLICATION AND THE SERVICES, ARE ALL EXPRESSLY

DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. VL AND YUGOV ALSO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE APPLICATION OR THE SERVICES, OR ACCESSED THROUGH ANY LINKS ON THE APPLICATION OR THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, VL AND YUGOV DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE APPLICATION OR THE SERVICES.

7.2 Limitation of Liability

VL AND YUGOV WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING FROM ANY ASPECT OF YOUR USE OF THE APPLICATION AND/OR THE SERVICES AND/OR FROM ANY USE BY VL AND/OR ANY OTHER THIRD PARTY OF THE COLLECTED INFORMATION AND/OR FROM ANY CONTENT, INFORMATION AND MATERIALS INCLUDED ON THE APPLICATION OR OTHERWISE AVAILABLE THROUGH THE APPLICATION AND/OR FROM SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE APPLICATION OR OTHERWISE RELATED TO THE APPLICATION AND/OR THE SERVICES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4. Indemnification

You agree to indemnify and hold harmless YouGov and VL and its subsidiaries, its affiliates, officers, directors and employees, from and against any and all liability, losses, claims, damages and expenses, including but not limited to reasonable attorney's fees and costs of litigation, related to Your breach of these Terms, or to Your use of the Services, or to Your violation of any rights of a third party.

8. Apple-Required Provisions

As required by Apple, the following terms and provisions apply to any usages by or through the Apple App store, to which You agree: (a) You acknowledge that Apple shall not be responsible for our Application and its contents; (b) Any license granted herein is a non-transferable license to use our Application on an iPhone, iPod or iPad or any other authorized device that You own or control and subject to the Usage Rules set for in the Apple App Store terms of service; (c) Apple shall not be responsible for any maintenance and support services (if any) with respect to our Application set forth in this Terms or as required by applicable law; (d) To the extent that there are any product warranties, express or implied by law, Apple shall not be responsible for them. In the event of any failure of the Application to conform to any warranty specifically granted herein or by applicable

law, You may notify Apple, and Apple may refund the portion of the purchase price applicable to such failure, which refund will satisfy any obligations whatsoever from Apple to You, to the extent permitted by law, including any obligations for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty; (e) To the extent that there is any responsibility to address any of Your claims relating to our Application or your possession and/or use of our Application, or claims of third parties, Apple shall not be responsible to address such claims. Such potential claims may include, but are not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (f) In the event of any third party claim that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (g) You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. (h) You must comply with applicable third party terms of agreement when using the Application. (i) You acknowledge that Apple, and Apple's subsidiaries, are third party beneficiaries of this Terms, and that, upon your acceptance of the terms and conditions of this Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Terms against You and against any third-party beneficiary of Yours. None of the provisions of this Section 8 will expand any rights that You may have against VL, and all rights of indemnity, claims, losses, liabilities, damages, costs, expenses or other claims are subject to applicable law, and to limitations set forth in these Terms and Conditions, including, but not limited to, the terms and limitations set forth in Section 7 above.

9. Privacy

The terms of our Privacy Policy are incorporated into, and considered part of, these Terms and must be accepted by You prior to Your use of the Services. For more information regarding VL's privacy policy, read carefully the Privacy Policy.

10. Termination

These Terms shall be in force while You use the Services. You may stop using the Services at any time and in Your sole discretion, with no need for justification and with no charge, contact VL and request to delete Your account and/or disable Your profile.

VL reserves the right to terminate, without prior notice, any user account or to suspend any or all of the Services, with or without the user's consent, for violating these Terms and/or for not providing VL sufficient Collected Information, if Your account is terminated, Your rights to use the Services will cease immediately. Termination is without prejudice to all other remedies available to VL by law or under these Terms.

11. Miscellaneous

11.1. Governing Law and Jurisdiction

This Agreement shall be treated as though it was executed and performed in the State of Israel and shall be governed by and construed in accordance with the laws of the State of Israel (without regard to conflict of law principles).

Any claim that You may have in connection with these Terms must first, and before taking any other legal action, be submitted to VL in the form of a complaint (to: support@viewerslogic.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these Terms arises, it shall be resolved in a cost effective manner, through binding non-appearance-based arbitration which shall be held in the State of Israel. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitration judgment may be entered and forced in any court of competent jurisdiction. Notwithstanding the foregoing, VL may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

11.2. Entire Agreement

The Terms and the Privacy Policy, constitute the entire legal agreement between You and VL and govern Your use of the Services and replace any prior agreement of understanding between You and VL in relation to the Services. Any waiver of any provision of the Terms will be effective only if in writing and signed by the waiving party.

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