

## PROFILA END USER LICENSE AGREEMENT



**Summary:** This Agreement is a formal contract between Profila and yourself and outlines certain rights and obligations for you as well as for Profila regarding your use of the App.

This Agreement makes clear what both you and Profila can expect and how both you and Profila need to behave when you use the App as an end-user.

This End User License Agreement (henceforth “EULA” or “Agreement”) is a legally binding agreement between you, as an individual (“you”, “your”, or “Consumer”) and Profila GmbH (“Profila,” “we,” “us,” “our”), and governs your Use of the Profila App.

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## 1. DESCRIPTION OF THE APP



**Summary:** This section helps you understand how some of the App’s functionalities work.

The App is a downloadable software application that enables you to access Profila’s functionalities – as further described in this EULA – directly from your iOS or Android device.

The App allows you to perform numerous actions, including, but not limited to:

- (i) adding Personal Data to your account;
- (ii) completing Category Quizzes;
- (iii) creating Moments;
- (iv) interacting with Brands via Subscriptions and Brand Moments;
- (v) education on Data Rights; and
- (vi) exercising Data Rights.

For more information on Profila’s functionalities, see [www.profila.com](http://www.profila.com).

## 2. ACCEPTANCE OF TERMS



**Summary:** If you download and use the App, you agree to be bound by this EULA.

Please read this EULA carefully before accessing or using the App. By checking the “I accept” box during the registration process of the App, you indicate that you have read, understood, and agreed to be bound by, the terms of this EULA. You also warrant that you are at least 18 years of age and of the

legal age and capacity required under applicable laws to enter into a binding agreement. Finally, you also guarantee that upon the registration process, you provided us with your correct nationality and country of residency.

If you do not agree to this EULA, do not check the “I accept” box and do not use the App.

### 3. DEFINITIONS



**Summary:** This section defines capitalized terms used throughout this EULA.

This makes it easier for you to read the information and interpret special terms. It will also help you to understand certain App-specific concepts, such as Category Quizzes and Brand Moments.

“Applicable Privacy Law” means the legislative framework that applies to a Brand’s processing of Personal Data in the course of its activities, which may depend on a Brand’s own country of establishment, a Consumer’s country or residence or nationality, or other factors; including but not limited to (i) the GDPR, (ii) the CCPA, (iii) LGDP or (iv) any other national, regional or international law in relation to privacy and Personal Data processing.

“App” means the Profila mobile application available for iOS and Android that allows you to manage and control your Data;

“App License” means the right to use the App under the terms and conditions set out in Section 4;

“Brand” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity, that offers or promotes products and/or services, or – in the case of individual that can be qualified as a “Brand” (e.g. influencers, celebrities, politicians) – promotes him or herself, in a physical or digital environment at any worldwide location;

“Brand Connection” means a Brand that you link to your profile in the App, allowing you to exercise your Data Subject Rights and send Consumer Moments;

“Brand Moment” means a picture, text message, video, audio, article or any other form of (marketing) content, (promotional) offers or information about a Brand, its products or services or other (profit or non-profit) activities, as well as Brand’s responses to a Consumer Moment, or other form on digital communication between a Brand and a Consumer, that a Brand can share with a Consumer under the terms and conditions of a Subscription Contract. A Consumer can interact with or respond to a Brand Moment in the form of a view, click, or Consumer Moment, a buying signal etc.

“Brand Subscriber” means a Brand with which you have entered into a Subscription Contract, and is receiving and using your Data per the Subscription Contract;

“Brand Offerings” means a Brand Moment, any other form of brand-related content or Third-Party Offerings.

“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;

“Category” or “Categories” means a category within the App in which you can capture your sentiments and preferences either by including Moments or by completing Category Quizzes;

“Category Quiz” means a text- or picture-based gamified quiz based on Category topics. Quizzes gauge your interests in a range of topics. You keep your results, which you can share with a Brand Subscriber as part of a Subscription Offer;

“Consumer” means you as an individual user of the App who purchases, uses, or accesses goods and/or services in a physical or digital environment at any worldwide location or – in his or her relationship to a “Brand” that is an individual (e.g. influencer, celebrity, politician) – an individual who is a follower, supporter or sympathizer;

“Consumer Moment” means a photo, video, or text-based message that you capture via the App to give feedback, which you can share with a Brand Connection and/or include in a Category;

“Consumer Subscriber” means a you as a Consumer when you have entered into a Subscription Contract with a Brand;

“CCPA” means the California Consumer Protection Act of 2018, a Californian law that grants residents of the State of California increased consumer protection and privacy rights. It allows them to exercise increased control over their Personal Data while imposing additional obligations on organizations that target the data of such residents;

“Data” means any content or information that you as an individual include in the App. This includes Personal Data and Data that does not constitute Personal Data;

“Data Insights” are aggregated statistics and other information that are created from certain events logged by Profila when Consumers interact with the App and the content associated with these events. Such events are made up of varying data points such as the following depending on the specific event:

- (i) An action. This includes actions like the following;
  - a. Viewing and interacting with a Brand Moment, Brand Offering or Third-Party Offering;
  - b. Exercising Data Rights towards a Brand Connection or Brand Subscriber;
  - c. Adding Brand Connections;
  - d. Exercising Consumer Moments;
  - e. Filling out Quizzes;
- (ii) Information about the action, the person taking the action, and the browser/app used for it such as the following;
  - a. Date and time of action
  - b. Country/city (estimated from IP address or imported from user profile for logged-in users)
  - c. Age/gender group
  - d. Whether the action was taken from a computer or mobile device (from browser's user agent or app attributes)
  - e. Profila user ID

“Data Subject” means an identified or identifiable natural person whose Personal Data is processed;

“Data Subject Rights” or “Data Rights” means any rights that you may exercise regarding your Personal Data. This includes, but is not limited to, the right to be informed about how your data is being used, access your data, rectify your data, object to the processing of your data, restrict the processing of your data, and have your data forgotten. The definition and protection of Data Rights or Data Subject Rights differ between jurisdictions, and not all jurisdictions have these rights entrenched in law. These Rights include all rights in relation to your Personal Data as set out in Applicable Privacy Laws. More information on how these Data Rights can be exercised by Consumers can be found in Profila’s Privacy Policy and the App;

“Device” means any iOS or Android mobile device or tablet through which you can access the App;

“Documentation” means user manuals, technical manuals and any other materials (including, but not limited to, whitepapers) provided by Profila, in printed, electronic, or any other form, that describe the installation, operation, use, or technical specifications of the App;

“GDPR” means the General Data Protection Regulation (EU 2016/679), a European Union legal framework that applies to the processing of Personal Data of EU nationals and residents. It imposes obligations onto organizations located anywhere around the world that process the data of EU nationals or residents;

“Intellectual Property Rights” means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under, or related to, any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world;

“LGDP” means the Lei Geral de Proteção de Dados or Brazilian General Personal Data Protection Law, which was further amended by Law No. 13.853 of 8 July 2019 and which entered into force in August 2020;

“Payment” means a cash amount paid by a Brand to Profila for (i) a consumer’s interaction with a Brand Moment or other Brand Offering, or (ii) the Personal Data License granted by a Consumer Subscriber to the Brand under a Subscription Contract. A Payment is broken into two (2) equal parts: 50% as the Profila Share and 50% as the Consumer Share, as set out in Section 14;

“Personal Data” is any information that relates to you as an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification of you as a person, also constitute Personal Data. Your Personal Data includes, for example, your name and surname, home address, email address, identification card number and location data;

“Request Document” has the meaning as set out in Section 6 and Annex 1;

“Subscription Contract” means the legally binding agreement that you make with a Brand after accepting a Subscription Offer, which is made up of three (3) parts: (1) the Subscription Offer; (2) the Brand Privacy Terms; and (3) the Subscription Terms;

“Subscription Terms” are the general terms and conditions that apply to you and a Brand Subscriber when you accept a Subscription Offer from that Brand. They form part of a Subscription Contract together with specific conditions in the Subscription Offer and can be consulted [here](#).

“Subscription Offer” means a request from a Brand to subscribe to a certain set of your Data, which may include part or all of your Personal Data, Categories, and/or Consumer Moments, and in exchange for compensation or benefit which may be financial. Currently, the Subscription period can last a minimum of one day and a maximum of one year;

“Sensitive Personal Data” means a category of Personal Data that is deemed sensitive by its nature and is therefore granted more protection under the privacy laws of various jurisdictions. Sensitive Data may include your racial or ethnic origin, political opinions, religious or philosophical beliefs, biometric data (e.g. your fingerprints), or health data. Always be particularly cautious with whom you share this data;

“Third Party” means any individual, corporation, partnership, joint venture, company, governmental authority, unincorporated organization, trust, association, or other entity, other than you or Profila;

“Third-Party Content” means Data, information, applications, websites, services and other products of Third Parties, including Third-Party advertising.

#### 4. OWNERSHIP OF DATA, INTELLECTUAL PROPERTY & LICENSES



**Summary:** This section explains that Profila owns and gives you the right to use the App. It also explains that you are the owner of all Data (including Personal Data) that you provide in the App; Profila only receives a right to use this Data to provide you with the services of the App.

##### *App License from Profila to you*

Title, ownership and all rights (including, without limitation, Intellectual Property Rights) in and to the App shall remain with Profila. Except for those rights expressly granted in this EULA, no other rights are granted, whether express or implied.

You acknowledge and agree that the App and the Documentation are provided under a license, and are not sold or donated, to you. You do not acquire any ownership interest in the App or the Documentation under this Agreement or any other rights thereto, other than to use the same under the license granted and subject to all terms, conditions, and restrictions under this EULA.

Profila reserves and shall retain its entire right, title, and interest in and to the App and the Documentation and all Intellectual Property Rights arising out of or relating to the App and the Documentation, except as expressly granted to you in this Agreement.

Subject to and conditioned upon your strict compliance with all terms and conditions outlined in this Agreement, Profila hereby grants to you **free of charge**, a non-exclusive, non-transferable, non-sublicensable, limited license during the term of this Agreement to use the App and the Documentation, solely as outlined in this Section and subject to all conditions and limitations outlined in Section 5 or elsewhere in this Agreement.

This App License grants you the right to:

- download and install the App on a Device owned or leased and controlled by you, and to use the App for the purpose described in the introductory Section 1 of this Agreement. All copies of the App or copies of the Documentation made by you:
  - (i) will be the exclusive property of Profila;
  - (ii) will be subject to the terms and conditions of this Agreement; and
  - (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original; and
- use and run the App as properly installed and configured per this Agreement and the Documentation, solely as outlined in the Documentation. Profila reserves all rights in the App and the Documentation not expressly granted to you here.

The App will be installed on your Device for the uses set out in Section 1. Profila has neither control over the interactions between you and Brand Subscribers via the App nor over what Personal Data you choose to store on your device or exchange with Brand Subscribers via the App.

##### *Data License from you to Profila*

As between you and Profila, you own the Data that you submit or post to the App. Consumer Moments and Category Quizzes generate Data about you (some of which is Personal Data). You are, and will remain at all times, the owner of this Data.

You hereby grant Profila a non-exclusive, non-payable license with a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process Data that you provide through

the App, to provide you with the App services and functionalities (e.g. to provide a Brand access to your Data).

These rights are limited in the following ways:

- You can end this license by deleting your Data from the App, or generally by closing your account, except for:
  - (i) the reasonable time it takes to remove such Data from backup and other systems;
  - (ii) any Data that Profila is obliged by law to keep;
- We will not include your Data in advertisements for the products and services of Third Parties to others without your separate consent (including sponsored content);
- While we may edit and make format changes to Data such as your Consumer Moments (e.g. translating or transcribing, modifying size, layout or file type or removing metadata), we will not modify the meaning of your feedback;
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You and Profila agree that we may access, store, process and use any Data (including Personal Data) that you provide following the terms of the Privacy Policy and your choices (including settings, and the terms and conditions of each specific Subscription Contract).

You agree to only provide content or information that does not violate the law nor anyone's rights (including Intellectual Property Rights).

You also agree that your Data will be truthful. Profila may be required by law to remove certain Data in certain countries.

## 5. USE RESTRICTIONS



**Summary:** This section outlines actions that you are not permitted to do whilst using the App. Please read this carefully.

You shall not directly or indirectly:

- create multiple accounts;
- fill out your profile with Data that is, to the best of your knowledge, false, fraudulent, deceptive, or misleading;
- use any names or nicknames that infringe copyright or trademarks;
- share Data or use any names or nicknames that includes your password or purposely includes Personal Data of Third Parties or is intended to solicit such Personal Data;
- use (including make copies of) the App or the Documentation beyond the scope of the license granted under Section 4;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App or the Documentation or any part thereof;
- combine the App or the Documentation or any part thereof with, or incorporate the App or the Documentation or any part thereof in, any other programs;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices provided on or with the App or the Documentation, including any copy thereof;

- except as expressly outlined in Section 4, copy the App or the Documentation, in whole or in part, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App or the Documentation, or any features or functionality of the App, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- interrupt, disrupt, alter, destroy, impair, restrict, tamper with, or otherwise affect the proper operation of the App in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program;
- use the App or the Documentation in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner; and
- use the App or the Documentation for any purpose that is illegal, unlawful, or prohibited by applicable law.

Additionally, your password protects your account, and you are solely responsible for keeping your password confidential and secure. If your password is lost or stolen, or if you believe there has been unauthorized access to your account by a Third Party, you must notify us immediately and change your password as soon as possible.

## 6. DATA SUBJECT RIGHTS OR DATA RIGHTS



**Summary:** Profila aims is to help you understand and enforce your Data Rights against Brands that process your Personal Data. However, we cannot guarantee that Brands will respond to your Data Rights requests on time, nor that they will agree to what you ask them to do. You should be aware that advice in the App is not legal advice and should be used with discretion.

Profila helps Data Subjects such as yourself by providing a simple tool to enable you to understand and exercise these Data Subject Rights.

You can exercise any of your Data Subject Rights against a Brand within the Profila App that you added as a Connection. After you have followed the instructions in the App, we will forward the information you provided to the Brand on your behalf in the form of an email based on the email template included in this EULA as Annex 1 (the “Request Document”). This Request Document will be filled out with the information you provided in the App, so that Brands can respond to you directly. This Request Document will have a PDF attachment with general information about Data Rights for the Brands’ information purposes.

**By accepting this EULA, you agree that Profila can act as an authorized agent to and therefore has the right to forward your Data Subject Request in the form of the Request Document in Annex 1 to the Brand of your choosing.**

Please note that the privacy awareness information available on the Profila App has been prepared by Profila for informational purposes. It does not constitute legal advice, nor is it a suitable substitute for legal counsel.

Please note that the Data Subject Rights functionality available on the Profila App has been prepared by Profila to facilitate your exercise of legal rights that might apply to you. If you exercise a Data Subject Right via Profila, you take full responsibility for this action and any consequences this action might create when a Brand does or doesn’t respond to such request. Also, we cannot guarantee that the Data Subject Rights that are available in the Profila App apply to you, nor to the Brand that you indicate as recipient, because this depends on your country of birth and/or country of residency. Your use of the Data Subject Rights functionality is not intended to create a lawyer-client relationship. If in doubt, you should not rely or act upon this information without initially seeking professional counsel.

## 7. CONSUMER MOMENTS



**Summary:** This section outlines the functionality of Consumer Moments and states your responsibilities regarding submitting Data.

The Consumer Moment function of the Profila App allows you to share a photo, video and/or text-based message, with which you can include an emoji, to provide positive or negative feedback to a Brand Connection. You can then choose to share this Consumer Moment directly with one of your Brand Connections or include it in a Category.

Any Consumer Moment you share with a Brand Connection will be shared under the nickname that you set under the Personal Info section of the App (or anonymously if no nickname has been chosen), and will not be linked to any of your Personal Data unless the sharing of your Brand Moment is part of the terms of a Subscription Contract or unless the content included by you in the Consumer Moment would reveal any Personal Data about you to the Brand. Only Brand Subscribers will be able to view your Personal Data alongside your Consumer Moments, as outlined in the corresponding Subscription Contract.

You may post, upload, or otherwise contribute Data to the Profila App (which includes, but is not limited to, Consumer Moments). Please be thoughtful about how you use the Profila App and what Data you share. Profila has no responsibility for your choices to post Data on the Profila App.

You promise that you own or have the right to post the Data you share on Profila. You also agree that posting Data that violates the guidelines set forth under this Agreement (or that we reasonably believe violates these guidelines) may result in immediate termination or suspension of your Profila account.

For more information on how we protect your Personal Data and respect your privacy when you record a Consumer Moment, please contact our privacy notice [here](#).

## 8. COMPLIANCE MEASURES



**Summary:** You must not violate any security measures implemented to prevent misuse of the App.

The App may contain technological copy protection or other security features designed to prevent unauthorized use of the App, including features to protect against prohibited use of the App under Section 5. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

## 9. UPDATES



**Summary:** Profila may implement App updates, and you should keep your App up-to-date to ensure its proper functionality. Furthermore, you are responsible for any use of the App and Documentation from your Device, whether by yourself or another person.

Profila may from time to time and at its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Profila has no obligation to provide any Updates or to continue to provide or enable any features or functionality.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not operate properly should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

## 10. GEOGRAPHIC RESTRICTIONS



**Summary:** Access to the App might not be available everywhere, and your use of the App should comply with your local laws.

Access and use of the App may not be available in certain jurisdictions. You acknowledge that you may not be able to access all or some of the content of the App, and that access thereto may not be legal by certain persons or in certain jurisdictions. If you access the App, you are responsible for compliance with local laws.

## 11. FEEDBACK



**Summary:** We hold the rights to any feedback you send to us, and we are free to use, or not use, your feedback as we see fit.

If you send or transmit any communications or materials to us by mail, email, telephone, Consumer Moment, or otherwise, suggesting or recommending changes to the App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. You hereby assign to us all right, title, and interest in such Feedback, and agree to provide us with any assistance we require to document, perfect, and maintain our rights. We are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback for any purpose whatsoever, although we are not required to use any Feedback.

## 12. DATA PROTECTION



**Summary:** Profila collects and processes some Data, including Personal Data, about you when you use the App. Profila also collects anonymous information about your usage of the App from your Device. Any information we collect is subject to our Privacy Policy, but certain Personal Data you share on the App may be subject to the privacy policy of those you share it with.

### 12.1. Personal Data controlled by Profila

You acknowledge and agree that by using the App, Profila may Process Data about you, including Personal Data, as set out in the [Privacy Policy](#). Profila will be considered a data controller in relation to all Personal Data we explicitly solicit from you (e.g. information you are asked upon registration to the App, such as your first and last name, email address and phone number, nationality and country of residency) and for Personal Data we Process in order to provide you with the services in the App (e.g. servicing you in case of any questions or problems with the App).

More information on how we protect your Personal Data as controller is set out in our [Privacy Policy](#).

## 12.2. Personal Data controlled independently by Profila and yourself

Apart from the Personal Data we explicitly solicit from you and that is Processed in accordance with section 12.1, there is Personal Data you generate willingly / on your own initiative. This concerns, amongst others, Personal Data that you include:

- (i) in your “My Profila” account (e.g. your work address or languages you speak);
- (ii) in your responses to a Quiz that is saved under your “Categories” (e.g; you answered in a food-related Quiz that you are a vegetarian or a vegan), and
- (iii) in a Moment you created (and which was not send to a Brand);

(hereinafter together referred to as “**Consumer-Generated Data**”).

In addition, there is Personal Data you willingly / on your own initiative share with third parties. This includes, amongst other, Personal Data that is shared:

- (i) when you exercise a Data Subject Right towards a Brand (e.g. your personal and contact details, and any other Personal Data in the Request Document in Annex 1 to the EULA);
- (ii) when you accept a Subscription Offer from a Brand and grant a Personal Data License to such Brand;
- (iii) when you respond to a Brand Moment from a Brand Subscriber;

(hereinafter together referred as “**Consumer-Initiated Interactions**”).

In relation to Consumer-Generated Data and Consumer-Initiated Interactions, you are considered an independent controller in addition to Profila for the following reasons:

- Profila only determines the **means** (the “how”) of the Processing of Personal Data – by designing the App with its consumer-empowerment functionalities and by making the App available to the Consumer, and provides for the **safe storage and security** of Personal Data; The purpose for providing these functionalities (which Process Personal Data) is the overall operation of its App and Platform.
- You as a Consumer are the only one who determines the **purpose** (the “why”) of the Processing of Personal Data – for example, which Personal Data to include in the App as Consumer-Generated Data (if any); how a Consumer’s Personal Data is managed; whether Data Rights are exercised and if so, to which Brand; whether any Personal Data gets shared as part of Consumer-Initiated Interactions, and if so, with which Brands and under which conditions; whether a Brand can send any Brand Moments and if so, the frequency thereof;

Under article 26 of the GDPR, two entities are only considered “joint controllers” if they determine the purpose and means of the Processing. In case you would consider that by Processing Personal Data in the framework of Consumer-Generated Data or Consumer-Initiated Interactions, you and Profila are considered joint-controllers, and therefore have to enter into a joint controllership agreement, please contact our legal office via the email address [privacy@profilacom.com](mailto:privacy@profilacom.com).

### Personal Data shared with Brands under a Subscription Contract

The Processing of the Personal Data by a Brand Subscriber under a Subscription Contract is subject to the Brand Privacy Terms as set out in the Subscription Offer provided to you by such Brand. It is your responsibility to read and accept (or decline) such Brand Privacy Terms before you decide to share any of your Personal Data through the App with any Brands.

## Data Insights

Your use of the App may create certain Data Insights. This information will be collected in a form that does not personally identify you. Data processed and collected pursuant to this Section will be treated in accordance with Profila's [Privacy Policy](#).

## Diagnostics or Analytics Data

To provide, test and help Profila, its partners and Third-Party developers to improve the App, you acknowledge that Profila and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing diagnostic, technical, and usage logs and information from your Device that is running the App.

This information will be collected in a form that does not personally identify you and may be collected from your Device at any time. The information that may be collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about the hardware and operating system specifications, performance statistics, and data about how you use your Device in connection with the App.

You agree that Profila may share such diagnostic, technical, and usage logs and information with partners and Third-Party developers for purposes of allowing Profila to improve the App. By downloading, installing or using the App on your Device, you acknowledge that Profila and its subsidiaries and agents will collect all such information and use it as set forth above.

## 13. THIRD-PARTY SERVICES AND OFFERINGS



**Summary:** Profila cannot be held responsible for any Third-Party content, including the offering of products or services, that is sent to you within the App by people or organizations other than Profila. Your use of, or interaction with, such content is at your own risk.

The App may display, include, or make available Third-Party Offerings. You acknowledge and agree that Profila is not responsible for Third-Party Offerings, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

Profila does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Offerings, nor can it be held responsible for any losses or damages of any kind incurred as a result of your participation with, use of, or reliance on Third-Party Offerings, including any goods, products, or services offered by such Third-Party Offerings. Third-Party Offerings and links thereto are provided to you based on your selection, and you access and use them entirely at your own risk and subject to such Third Parties' terms and conditions.

## 14. PAYMENTS



**Summary:** You may be paid in cash for certain interactions you choose to have with a Brand while using Profila (e.g. when accepting a Subscription Offer or when viewing content such as Brand Moments). This section outlines how certain in-App interactions and Payments work. Other conditions for Subscriptions can be found in the Subscription Commercial Terms on the Profila website and included in each Subscription Offer.

### *Payments and Revenue Share*

A Brand may offer you a direct Payment as part of a Subscription Offer. The amount of this Payment will be shown on the final screen of the Subscription Offer in the App. The Payment is in exchange for

a Personal Data License that you grant the Brand under the Subscription Contract, and is directly related to the initial duration of the Subscription Contract which may range from a month to a year (the “**Term**”).

A Brand may indirectly offer you a Payment when showing you Brand Moments or other Brand Offerings in the App. This Payment is in exchange for you interacting with such content in the App.

If Profila receives a Payment from a Brand for one of the situations explained above, the revenue will be shared equally between yourself and Profila as follows:

- 50% of the total Payment per month will be retained by Profila (the “**Profila Share**”);
- 50% of the total Payment per month will be transferred by Profila to you (the “**Consumer Share**”).

Profila reserves the right to adjust the percentage of said revenue share at its sole discretion on a case-by-case basis. This may lead to a Consumer Share above 50% of the Payment, or below 50% of the Payment.

Profila will have to deduct certain processing fees (e.g. processing fees from Uphold, our payment provider) from the Consumer Share in order to transfer this part of the Payment to you. These processing fees will not be higher than the standard fees that the Third-Party payment processor sets forth, as may be adjusted from time to time by such Third Parties (in this case, Uphold).

#### *Payment term and payout of the Consumer Share*

All Payments offered by the Brand are initially transferred to Profila before the Consumer Share can be paid out to you. At Profila’s sole discretion, Payments are paid out (i) at the end of each full calendar month following the month in which the Payment from the Brand was received or (ii), at minimum, 30 days from the date Profila receives the Payment from the Brand.

For Payments under a Subscription Contract, these will be paid out on a pro-rata basis taking into account the Term of the Subscription Contract. The following example provides clarification:

*A Brand sends a Subscription Offer with a Payment of 1,2 EUR for a Term of 12 months (or 10 cents per month). Profila will pay the Consumer Share of 5 cents (minus processing fee) at the end of each month of the Subscription Contract in accordance with the EULA.*

For Payments in relation to a Brand Moment or other Brand Offerings, these will be paid out at the end of the month in which the content was interacted with.

The Payment terms of this section are subject to change at Profila’s sole discretion.

#### *Uphold – your wallet provider*

All payments of your Consumer Share from Profila to yourself happen via Uphold HQ Inc., part of the Uphold Group, and as such, you are required to sign up for, create and maintain an Uphold Wallet. It is necessary for you to create an account with Uphold to receive any Payments from a Brand. Without an active Uphold account, we cannot guarantee that any Payments are paid out to you within a reasonable timeframe. To sign-up for an Uphold account, click [here](#) and follow the three-step sign-up process.

Uphold supports payouts in a wide range of national currencies and cryptocurrencies; visit [Uphold's website](#) to view the full list. Please note that access and use of Uphold’s mobile applications, products, software, websites, APIs and other services are subject to the [Uphold Membership Agreement](#). We strongly recommend you read Uphold’s terms and conditions before you start interacting with Brands via the App. Please note that these terms and conditions are subject to amendment by Uphold. Profila is not responsible for any payment error or fraud on your Uphold account. Also, any fee payment will be deemed final, and we will not provide you any refund. Uphold may collect Personal Data and payment card data when you make purchases. They do not give this data to Profila. Profila does not collect or process credit or debit card data.

For any queries regarding payouts of your Consumer Share, please reach out to Profila at [info@profilacom.com](mailto:info@profilacom.com). For any queries regarding functionality of your Uphold Wallet, please reach out to Uphold at [info@uphold.com](mailto:info@uphold.com).

Profila reserves the right to change the Payment processor or any additional Payment processors at any time. In such case, you might be required to change Payment provider.

#### *Taxes in relation to your Consumer Share*

You are responsible for determining what, if any, taxes apply to the Consumer Share that is paid out to you by Profila for your interactions with Brands, and for withholding, collecting, reporting and remitting the correct taxes, if any, to the appropriate tax authorities, in cases where your Consumer Share is considered a form of income, remuneration, dividend or other taxable payment.

Profila is not responsible for withholding, collecting, reporting, or remitting any tax arising from your use of the App. You agree to provide information reasonably requested by Profila, including completed and signed tax forms, as applicable.

## **15. DISCLAIMER AND LIMITATION OF LIABILITY**



**Summary:** This section disclaims our legal liability for the quality, safety, and reliability of our App. Profila will not be held liable for any damages arising from your use of the App. Any information presented in the Profila App is not legal advice, and Profila cannot take responsibility for your use of such information.

#### *General disclaimer and limitation of liability*

To the fullest extent permitted by applicable law: in no event will Profila be liable for any direct, indirect, special, incidental, consequential, punitive, enhanced or exemplary damages of any kind (including, but not limited to, damages related to loss of revenue, income or profits, loss of use or data, or damages) arising out of or in any way related to the use of the App or the Documentation or otherwise related to the App or the Documentation or this Agreement, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

To the fullest extent permitted by applicable law (i) the App and the Documentation are provided on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim all implied warranties as to the App and the Documentation including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (ii) we do not warrant that the App and the Documentation are reliable, current or error-free, meet your requirements, or that defects in the App or the Documentation will be corrected; and (iii) we cannot and do not warrant that the App and the Documentation are free of viruses or other harmful components.

#### *Disclaimer – no legal advice*

The Profila App, including the privacy education and awareness section of the Privacy Dashboard, contains general information on legal topics included in Applicable Privacy Laws that may or may not apply to you; this information is provided to you only for educational purposes and Profila provides no warranty whatsoever that any of this information is accurate, nor that it should be construed as an attempt to offer or render a legal opinion or otherwise engage in the practice of law.

There is absolutely no assurance that any statement contained in the App touching on legal matters is true, correct or precise. Law varies from place to place and it evolves – sometimes quite quickly. Even

if a statement made about the law is accurate, it may only be accurate in the jurisdiction of the person posting the information; similarly, the law may have changed, been modified or overturned by subsequent developments since the entry was made in the App.

The legal information provided in the App is, at best, of a general nature and cannot substitute for the advice of a licensed professional, i.e. by a competent authority with specialized knowledge who can apply it to the particular circumstances of your case. **If you need specific legal advice, please seek a professional who is licensed or knowledgeable in that area.**

Please contact a local bar association, law society or similar association of jurists in your legal jurisdiction to obtain a referral to a competent legal professional if you do not have other means of contacting an attorney-at-law, lawyer, civil law notary, barrister or solicitor.

Profila does not take any responsibility for the results or consequences of any attempt to use any of the information or disinformation presented in the Profila App.

#### *Responsibility for use of the App and the Documentation*

You are responsible and liable for all uses of the App and the Documentation through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the App and the Documentation by any other person to whom you may voluntarily or involuntarily provide access to or use of the App or the Documentation, whether such access or use is permitted by or in violation of this Agreement and whether such access or use is authorised by you or not.

## **16. INDEMNIFICATION**



**Summary:** You will indemnify Profila against any legal issues arising from your use or misuse of the Profila services.

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Profila, its affiliates, and Profila's as well as the affiliates' respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Profila Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your use of the App or the Documentation; (ii) your responsibilities or obligations under this Agreement; (iii) your violation of this EULA; (iv) your violation of any rights of any other person or entity; or (v) any regulatory enforcement actions, which were initiated by your actions or omissions.

## **17. NON-AFFILIATION AND TRADEMARK DISCLAIMER**



**Summary:** The Profila App will show you logos from different companies or Brands around the world to which you can make a Connection, send a Consumer Moment, or exercise a Data Right. Please note that not all of these companies are already an active Brand on Profila.

Any logos, company names, trademarks, service marks, collective marks, design rights or similar rights that are mentioned, used or cited in the Profila App are the property of their respective owners. These logos are only shown as an example of how Profila can be used to communicate between people and brands. Unless otherwise stated, the App is neither endorsed by, directly affiliated with, nor sponsored by any of the holders of any such logos, company names and/or rights and as such, Profila cannot grant any rights to use any otherwise protected materials. Your use of any such or similar Intellectual Property is at your own risk.

## 18. JURISDICTION AND LEGALITY OF CONTENT



**Summary:** Your use of the App and the information contained within may not be legal depending on the country where you are located. You should take caution when using the App and information provided by Profila.

Publication of Data in the Profila App, and exercise of any of the consumer functions (e.g. Consumer Moments or Data Requests) may violate the laws of the country or jurisdiction from where you are viewing this information or using the Profila App.

Laws in your country or jurisdiction may not protect or allow the same kinds of speech or distribution.

Profila does not encourage the violation of any laws and cannot be responsible for any violations of such laws should you link to this domain or use, reproduce or republish the information contained herein.

## 19. RELEASE



**Summary:** You release Profila from responsibility arising from disputes between yourself and other users of Profila's services.

To the fullest extent permitted by applicable law, you release Profila and the other Profila Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users of the App or the Documentation.

## 20. TERMINATION



**Summary:** Profila has the right to terminate this EULA, though some provisions will continue to be enforced.

Profila may at any time terminate the App License, your use of the App or Documentation, and/or your rights under this Agreement if one of the following occurs:

- you have breached any important provision of this EULA;
- Profila is required to do so by law or chooses to do so following legal advice;
- any partner with whom Profila offered certain components of the App or Documentation has ended its relationship with Profila or stopped offering certain components of the App or Documentation;
- Profila decides to no longer provide the App or Documentation or any part thereof generally or to users in the country in which you are resident or from which you use the service; or
- provision of the App or Documentation to you is, in Profila's sole discretion, no longer commercially viable.

When Profila terminates under any of the aforementioned conditions, you agree to immediately and irretrievably delete the Profila App, Documentation, and all components thereof from your Devices, and to cease all access and use of the App, Documentation, and all components thereof.

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 this Agreement which by their sense and context should survive any expiration or termination of this Agreement, including without limitation Sections 10, 13 - 17 and 19 of this EULA, shall survive termination of this Agreement and shall remain binding on the parties.

## 21. FORCE MAJEURE



**Summary:** Profila is not responsible for events beyond its control and any consequences this might have.

Profila is not responsible for the failure to provide any of its obligations as a result of anything beyond its reasonable control.

## 22. MISCELLANEOUS



**Summary:** This section outlines other important details about this EULA, including its modification and its applicability under the law.

**Modifications.** We may modify this EULA (including the Documentation and the Privacy Policy) at any time by posting a revised version in the App or by otherwise notifying you. By continuing to use the App after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the App regularly for modifications to this Agreement.

**Severability.** If any provision of this Agreement 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 of this Agreement will continue in full force and effect.

**Complete Agreement.** This Agreement, the Documentation and our Privacy Policy constitute the entire agreement between you and Profila regarding the App and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, regarding the App.

**Assignment and Subcontracting.** You will not transfer any of your rights or obligations under a Subscription Contract to anyone else without the other party's consent.

**Summaries.** The summaries addressed at consumers included at the beginning of each section of this Agreement are only for information purposes and are not part of the terms of the EULA. Profila doesn't guarantee that they summarize each aspect of a section.

## 23. GOVERNING LAW AND COURT VENUE



**Summary:** This Agreement is governed by Belgian law.

This Agreement shall be governed by Belgian law. The United Nations Convention on the International Sale of Goods shall not apply.

Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Brussels, Belgium.

*This version was last updated on 22 October 2020.*

## Annex 1 - Data Subject Right Request Document

### *Email template*

*[Explainer: when you exercise a data subject right with a specific Brand via the App, this email template will be sent by Profila to the Brand you chose. All yellow fields will be automatically filled out with information that you provided throughout the process and will be included in the template.]*

**Email title:** Data Subject Right request - [include name of the SPECIFIC RIGHT] by [include name of Profila user]

**Email content:**

Dear [name Brand],

This email constitutes a data subject right request as submitted by [include name of Profila user] on [include the day the request was received].

Via this email, [include name of Profila user] – who is reading along in CC –exercises his/her [include name of the SPECIFIC RIGHT] towards [name Brand].

Please find hereunder the specific information about the request:

First and Last Name	[include full first and last name]
Contact Details	[include email or other contact details provided during process in app]
Data Subject Right:	[include specific right]
Additional context (if any)	[include info provided in step 3 by user]
Nationality	[include info from consumer registration]
Country of Residence	[include info from consumer registration]

Please contact [include name of Profila user] directly via the email address as shown above in contact details when you respond to this request.

Thank you in advance for confirming directly to [include name of Profila user] that your organization has received this data subject right request and will undertake the necessary action.

[include name of Profila user] is looking forward to hearing from you.

You can consult the data subject rights information folder annexed to this email, which contains information about the concept of data subjects' rights. Please also read the legal disclaimer, which applies to this email and the data subject request that Profila has forwarded to your organization.

Best,

The Profila privacy team,  
Acting as an authorized agent of [include name of Profila user]

**Attachment:** Data Subject Right request information folder & legal disclaimer