

## Terms of Service

[effective as of July 11th, 2024]

These Terms of Service specify the agreement between the Client and Tadaweb, regarding the access and use of the Tadaweb Platform and Services [as defined herein].

PLEASE READ CAREFULLY BEFORE USE.

The Client and Tadaweb may individually be referred to as a “Party” and jointly as the “Parties”.

### 1. DEFINITIONS

The words and expressions contained hereinafter which begin with a capital letter, irrespective of whether they are in the singular or the plural, are used herein with the following meanings:

- 1.1. “APIs” means the third-party application programming interfaces integrated into the Services.
- 1.2. “API Terms and Conditions” means the respective terms and conditions of the APIs as defined by the API vendor.
- 1.3. “Applicable Conditions” means collectively the End User License Agreement [or EULA], the Data Processing Addendum, the Privacy Policy, and API Terms and Conditions.
- 1.4. “Client” means a Party to this Agreement, defined in the relevant Order Form [as defined herein] or other mutually agreed upon contract.
- 1.5. “Client Content” means all information and Data [as defined below], in any format that is uploaded to the Tadaweb Platform by the Client.
- 1.6. “Data” means all the data, including data collected through APIs, Client Content, personal data, as well as other information, regardless its form or kind, collected and further processed by Tadaweb on behalf of the Client.
- 1.7. “Data Processing Addendum” means the data processing agreement as incorporated into this Agreement [as defined herein] in Appendix 2.
- 1.8. “Platform Deliverables” means information, reports and analytics generated, viewed or received by the Client through the access and use of the Services, which the Client acknowledges may quote or incorporate excerpts of certain Third-Party Content [as defined herein].

- 1.9. “EULA” means the End User License Agreement as incorporated into this Agreement [as defined herein] in Appendix 1.
- 1.10. “End User” means any legal or natural person authorized to access and use the Services, including the Client, its employees and/or authorized contractors.
- 1.11. “Fair Usage” means reasonably determined by Tadaweb limits in terms of maximum number of Platform queries or API calls during a given period by the Client when using the Services.
- 1.12. “License” means the license as defined in the Section 3 of this Agreement.
- 1.13. “Order Form” means the document which defines the commercial conditions for the Tadaweb’s offer to the Client, including the license to access and use the Services.
- 1.14. “Privacy Policy” means the privacy policy made available at <https://www.tadaweb.com/privacy>.
- 1.15. “Services” means services outlined in the Order Form, including Tadaweb Platform, customer success team support and any other additional services which may be provided to the Client.
- 1.16. “Statement of Work” means the description of Tadaweb’s Services and activities performed in completing the Services, as specified in the Order Form.
- 1.17. “Tadaweb’s IP” means all rights and interests in Tadaweb Platform and Services, including all copyrights, trademarks, patents, trade secrets documentation, algorithms, software, firmware, data, databases or other technology utilized, and all related intellectual property rights.
- 1.18. “Tadaweb Platform” means the suite of software products provided by Tadaweb to the Client and End Users.
- 1.19. “Third-Party Content” means any Data, including Data collected via APIs, originating from, or belonging to any third party.
- 1.20. “Update” means any upgrade, update, modification, or replacement of the Services.

### 2. SCOPE OF THE AGREEMENT

- 2.1. From the earlier of the first log on to the Tadaweb Platform or the execution date of an Order Form, the Client is responsible for its compliance with the terms and conditions herein and shall ensure that its End Users will

comply with these terms and conditions as if such End Users were parties to this Agreement.

2.2. This Agreement governs the access and use of the software products and services offered by Tadaweb as specified in the Order Form, including any Statement of Work, and provided through the Tadaweb Platform and is supplemented by the EULA and the Data Processing Addendum (when applicable). In the unlikely event of contradiction between this Agreement and the EULA, the terms of this Agreement shall prevail.

2.3. The Services may use Third-Party Content that Tadaweb does not own or control via APIs, including APIs that require connectivity with personal or business accounts of the End Users. In such cases, the Client and the End Users may be subject to additional terms and conditions, including privacy and other policies related the Third-Party Content. Further information may be found in the EULA.

### **3. LICENSE, ACCESS, AND AUTHORISED USE**

3.1. Tadaweb grants to the Client a limited, non-exclusive, and non-transferable license to access and use the Services. Any resale or further distribution of the access to the Services constitutes a material breach of this Agreement.

3.2. Access to the Services is only granted to the End User and the use of the Services shall always be made in accordance with the Applicable Conditions. It is expressly forbidden to use the Services for any illegal or unauthorized purposes.

3.3. The Client acknowledges that the use of the Services, and that the collection and further processing of any Data through the Services, is made at the End User's own risk. Tadaweb shall in no way be liable for any interruption to or malfunction of the Services caused by the Client's breach of the Applicable Conditions or exceeding Fair Usage, and the Client shall not be entitled to make any claim against the Tadaweb in this respect.

3.4. Access to the Services may be suspended during maintenance operations or during operations relating to the updating of Tadaweb's IP of the Tadaweb Platform and/or of its functions. Any maintenance or update activity will be fully coordinated with the Client prior to any such activity taking place.

### **4. UPDATES AND MODIFICATIONS**

4.1. Tadaweb may from time to time deploy an Update and during any such deployment the Client may not be able to access or use the Services until any such Update is fully installed or activated. Each Update will be deemed to form a part of the Tadaweb Platform for all purposes under this Agreement. Updates may include both additions to, replacements and removals of any features or functionality offered by Tadaweb. Tadaweb will determine the content, features, and functionality of the updated Services in its sole discretion.

4.2. Tadaweb is not required to offer the Client the option to decline or delay Updates. Tadaweb will coordinate with the Client on the appropriate time to deploy an Update. Tadaweb in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to the Client. Tadaweb in its sole discretion may stop providing Updates.

### **5. INTELLECTUAL PROPERTY; RESTRICTIONS**

5.1. The Tadaweb Platform, Tadaweb's IP and any associated documentation are the intellectual property of Tadaweb and are protected by applicable copyright laws. The structure, organization and computer code of the Tadaweb Platform are valuable trade secrets and confidential information of Tadaweb. To the extent the Client provides any comments or suggestions about Tadaweb's IP or the Tadaweb Platform to Tadaweb, the Client grants Tadaweb the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to the Client and without Client's approval of such retention or use.

5.2. The Client's use of the Services does not grant the Client any rights or title to any intellectual property rights in the Tadaweb Platform, the Tadaweb's IP, and/or any associated documentation. All rights to the above, including all associated copyrights, patents, trade secret rights, trademarks, features, functionalities, texts, graphics, images, logos, button icons, software, and other intellectual property rights, are reserved by Tadaweb.

5.3. The Client may not copy Tadaweb's IP and/or any of the elements described in this Section 5.

Further restrictions that apply to the Services are described in the EULA.

- 5.4. The Client is solely liable and responsible for uploaded Client Content, including but not limited to assuring that no part of it has been obtained in a manner that is unauthorized or illegal.
- 5.5. The Client retains its rights to Client's Content and to the Platform Deliverables [subject to API Terms and Conditions, if applicable].

## 6. THIRD-PARTY CONTENT

- 6.1. The Client acknowledges that its access and use of the Services will entail access and use of APIs, and the Client acknowledges the respective API Terms and Conditions. In particular, the Client agrees to be bound by the YouTube Terms of Service, available at <https://www.youtube.com/t/terms>. Tadaweb shall in no way be liable for the availability of the APIs nor for the API Terms and Conditions, and the Client shall not be entitled to make any claim against Tadaweb in this respect. The Client expressly acknowledge that it will always: (i) undertake to abide by the respective API Terms and Conditions; (ii) bear full responsibility for the use the Client makes of the APIs and/or for the calls and accesses to third-party services the Client shall make through such APIs, especially with regards to the rules of Fair Usage. Tadaweb shall in no way be liable for any Client breaches of the API Terms and Conditions, and the Client shall not be entitled to make any claim against Tadaweb in this respect.
- 6.2. The Client acknowledges that use of the Tadaweb Platform may entail that the Client access Third-Party Content, such as [without limitation] websites or any other online spaces [such as the "dark web"]. Tadaweb strongly encourages the Client to read the terms and conditions and privacy statements of such Third-Party Content as Tadaweb does not have control over such Third-Party Content or websites, and as such, cannot be held responsible for such Third-Party Content or websites, or for the availability of the latter. Furthermore, Tadaweb shall in no way be liable and makes no representations or warranties for such Third-Party Content and websites, or any content available or linked to through such Third-Party Content and websites. The Client

undertakes to always release and hold harmless Tadaweb in the event where an infringement should occur through the Client's use of the Services.

## 7. CONFIDENTIALITY

- 7.1. All non-public, confidential, or proprietary information disclosed by a Party to the other Party in performance of this Agreement [the "Confidential Information"] shall be protected using the same degree of care, but no less than reasonable care, as the recipient uses to protect its own Confidential Information and shall not, without the written consent of the disclosing Party, be used or disclosed except for the purpose of this Agreement and only by the receiving Party's Affiliates [defined as entities owned by, owning, or under common control with a Party], employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know. Each Party will be responsible for any breaches of the confidentiality obligations by its Affiliates, employees, or service providers.
- 7.2. The Confidential Information is not subject to the terms of this Agreement if it is: (i) generally known to the public other than as a consequence of a breach by the receiving Party of the obligations defined in this Agreement; or (ii) was lawfully known or independently developed by the receiving Party prior to receipt; or (iii) received by the receiving Party from a third party who is not subject to contractual, fiduciary, or other obligations to maintain the confidentiality of the Confidential Information.
- 7.3. Upon termination or expiration of this Agreement, the Receiving Party shall return to the Disclosing Party or destroy, at Disclosing Party's option all Confidential Information, including its copies or extracts of the foregoing, of the Disclosing Party. A written certification of the destruction is to be provided on request.

## 8. LIMITED WARRANTY AND EXCLUSION OF LIABILITY

- 8.1. Tadaweb provides the Services within the framework of a best-effort obligation and does not warrant the performance or results the Client may obtain by using the Services. The

Tadaweb Platform is provided “as is” and Tadaweb makes no express or implied warranties or conditions and, to the maximum extent permitted by law, disclaims any and all warranties and conditions implied by law, jurisprudence, or other theories of law, including implied warranties or conditions of non-infringement of third-party rights, title, merchantability, suitable quality, or fitness for any particular purpose.

- 8.2. Tadaweb does not warrant that: (i) the operation of the Tadaweb Platform will be uninterrupted or error free; (ii) the Services will work properly on any given device or with any particular configuration of hardware and/or software. Tadaweb shall use commercially reasonable best efforts to resolve any interruption of Services in a timely fashion.
- 8.3. In no event shall Tadaweb be liable to the Client or any third party for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits, Data, or Platform Deliverable use, arising out of or related to this Agreement, whether in contract or tort, or otherwise, even if Tadaweb has been advised on the possibility of such damages. In no event shall Tadaweb's total liability to the Client under this Agreement for all damages exceed the total amount of the fees paid by the Client in the twelve (12) months preceding the date of the [first] event giving rise to a claim under or in connection with this Agreement.
- 8.4. Further, the liability of Tadaweb may not be sought in the event of all types of damages, in the event of force majeure or for any other event independent of it which could be preventing the use of the Tadaweb Platform. In particular, Tadaweb is in no way liable, which the Client shall accept without reserve: (i) for defects in Client's equipment and/or devices; (ii) non-performance of any third party managed attribution systems used in addition and/or in connection with the Tadaweb Platform; (iii) the interruption, suspension, reduction or outage of electricity or of telecommunications networks, fire, explosion, nuclear emergency or damage caused by water in the premises hosting the Tadaweb Platform, total or partial strikes within or external Tadaweb, deactivation, even on a temporary basis, of the equipment of the server center

and any other case independent of the express will of Tadaweb preventing the normal execution of this Agreement [all *force majeure* events, in addition to those usually retained by applicable case law]; (iv) for the non-compliance with the Applicable Conditions; (v) for the inaccuracy of the Data or for the incompleteness of certain Data which would however be indispensable for the provision of the Services; (vi) for the loss, deterioration or accidental destruction of the Data, in particular in case of access in breach of the terms of the EULA; or (vii) for Tadaweb's IP, in consideration in particular of the warning given to the Client on the scope and the limits of the Services set forth herein.

- 8.5. The Client acknowledges that the Tadaweb Platform makes use of APIs and consolidates information supplied by third parties, and that the liability of Tadaweb may not be sought or incurred on the basis of inaccuracy or absence of exhaustivity, or on the basis of the veracity of or updates to information communicated within the context of the Tadaweb Platform or linked to the Tadaweb Platform by means of hypertext links.
- 8.6. Tadaweb may not be held liable for unlawful Data incorporated into its Services by third parties, in particular any unauthorized user.
- 8.7. Nothing in this Agreement will: (i) limit or exclude any liability for death or personal injury resulting from negligence; (ii) limit or exclude any liability for fraud or fraudulent misrepresentation; (iii) limit any liabilities in any way that is not permitted under applicable law; or (iv) exclude any liabilities that may not be excluded under Applicable Law.
- 8.8. The damages as set forth in Section 8 shall be the Client's exclusive remedy for any breach by Tadaweb of this Agreement. To the extent permissible under Applicable Law, any action against Tadaweb based on or arising out of this Agreement or any other legal theory must be brought within one (1) year after the cause of action arises or after expiration or termination of this Agreement, whichever is earlier.

## 9. INDEMNIFICATION

- 9.1. Tadaweb will indemnify, defend (at its own cost and expense), hold harmless or settle any third-party claim against the Client (including reasonable legal fees and expenses) to the

extent that such claim alleges that the technology that the Tadaweb Platform used to provide the Services violate any known third-party intellectual property right, subject to Client's compliance with this Agreement. If an infringement claim appears likely or in the event of any actual claim of infringement, Tadaweb, in its sole discretion, may: (i) modify the Services; (ii) procure the necessary rights for the Client to continue using the Services; or (iii) replace the Services or a portion thereof with a functional equivalent. If Tadaweb determines that none of these options are reasonably practical, Tadaweb may without further formality, terminate the Services or a portion thereof. In case of termination, Tadaweb will refund Client any remaining prorated portion of the prepaid fees.

9.2. Tadaweb has no responsibility for any claim resulting from: (i) Client's use of Third-Party Content; (ii) Client's use of technology not provided or authorized by Tadaweb; (iii) Client's unauthorized combination of the Services with other technology that the Client uses or decides to add to the Services, where the infringement would not have occurred but for such combination; (iv) Client's use of the Services in non-compliance with this Agreement and/or in violation of Applicable Law; and (v) the use of the Services by the Client after Notice to the Client of the alleged or actual infringement from Tadaweb or any appropriate authority, supervisory or regulatory body.

9.3. Without limiting Section 9.1, in the event of any actual or alleged claim of infringement, Tadaweb reserves the right to: (i) discontinue Client's use of the Services; (ii) block access to the Services (including blocking access to the Tadaweb Platform); and/or (iii) make inaccessible or delete all or part of the data that the Client entered into the Services or that have been added to Tadaweb Platform as a result of Client's use of the Services.

9.4. Section 9 contains the Client's exclusive remedies and Tadaweb's sole liability for third party intellectual property infringement claims.

## 10. COMPLIANCE; RESTRICTIONS

10.1. The Client acknowledges that the access and use of the Tadaweb Platform and Services may be subject to export control laws and regulations, sanctions, or trade controls, of the United States, or any other jurisdictions in which the Client or Tadaweb located (collectively, the "Restrictions"). When applicable, the Client is responsible to: (i) provide Tadaweb with the necessary information for Tadaweb to comply with; and (ii) refrain from any action that causes Tadaweb to violate the Restrictions.

10.2. The Client represents that neither the Client nor its End Users are subject to restrictions under any US government restricted persons list, including but not limited to US BIS Entity List, US BIS Denied Persons List, or the OFAC List of Specifically Designated Nationals, and is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists.

## 11. CONTRACTING ENTITY; GOVERNING LAW; JURISDICTION

11.1. To the fullest extent permitted by law, each Party hereby expressly waives any right to a jury trial in any action, suit, processing, or claim arising out of or connected with this Agreement or the subject matter thereof.

11.2. This Agreement will be subject to the law and court jurisdiction as per the table below. The table further defines: (i) the location of the client; (ii) the Tadaweb entity entering into this Agreement; and (iii) defines the law that will apply in any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation; and (iii) the courts that have exclusive jurisdiction to settle any such dispute or claim

| Laws and jurisdictions applying to this Agreement         |                                |                                                                                                                    |
|-----------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Client Location                                           | Tadaweb Entity                 | Governing Law and Jurisdiction                                                                                     |
| The World, except USA, Canada, France, and United Kingdom | Tadaweb S.A.                   | Laws of the Grand Duchy of Luxembourg with exclusive jurisdiction of the courts of Luxembourg City.                |
| United States, South America                              | Tadaweb Technologies USA, Inc. | Laws of the State of Delaware with exclusive jurisdiction of the state and federal courts in Wilmington, Delaware. |
| France                                                    | Tadaweb France                 | Laws of France with exclusive jurisdiction of the courts of Paris.                                                 |
| United Kingdom                                            | Tadaweb UK Limited             | Laws of England and Wales with exclusive jurisdiction of the courts of London.                                     |

## 12. MISCELLANEOUS

- 12.1. Either party may immediately terminate this Agreement in the event of a material breach by the other party upon (i) written notification indicating the nature of the breach and (ii) if such breach is capable of being cured and not remedied within fourteen (14) calendar days from receipt of such notification [the "Cure Period"]. Where the Client is the party in breach, during the Cure Period, Tadaweb reserves the right to suspend access to the Services.
- 12.2. Tadaweb may at any time deliver any notice to the Client and/or End User via electronic mail (to the e-mail address as set forth in the Order Form), pop-up window, dialog box or other means [the "Notice"], even though in some cases the Client may not receive the Notice unless and until the End User accesses the Services. Any such Notice will be deemed delivered on the date Tadaweb first makes it available through the Tadaweb Platform, irrespective of when the Client actually receives it.
- 12.3. For contractual purposes, the Parties agree to receive Notices, terms and conditions, disclosures, and other communications in electronic form, including pdf form, and acknowledge and agree that such deliveries satisfy any legal requirement that such

communications would otherwise satisfy if they were to be in writing. Notices addressed to Tadaweb are to be delivered to e-mail address: [legal@tadaweb.com](mailto:legal@tadaweb.com). Notices addressed to the Client will be delivered to the postal address of the Client as given in the relevant Order Form.

- 12.4. The Client may not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement to a third party without the prior written consent of Tadaweb. Tadaweb may assign or transfer this entire Agreement (including any Order Forms), which includes all rights and obligations, without Client's consent to an affiliated entity or to any successor to all or substantially all of its business that concerns this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted assigns and successors.
- 12.5. These Terms of Service, the Order Form, any Statement of Work, when applicable, the Data Processing Addendum and the Applicable Conditions constitute the entire agreement between the Client and Tadaweb relating to Client's access and use of the Services [the "Agreement"] and to the greatest extent reasonably practicable, are construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Order Form; (ii) these Terms of Service; (iii) the EULA; (iv) Statement

of Work; [v] Data Processing Addendum; [vi] Privacy Policy; [vii] API Terms and Conditions. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties, and representations with respect to the Client's use of the Services.

- 12.6. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law (as defined herein), it shall to that extent be deemed not to form part of this Agreement, but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by Applicable Law.



## Appendix 1. End User License Agreement

[effective as of September 1<sup>st</sup>, 2024]

This End User License Agreement supplements the Terms of Service and specifies the agreement between You and Tadaweb regarding the access and use of the Tadaweb Platform and Services (the "EULA").

PLEASE READ CAREFULLY BEFORE USE.

If You are agreeing to be bound by this EULA on behalf of the Client, You confirm that You have full legal authority to do so and that the Client will be bound by the EULA, in which case the terms "You" and "Your" when used in this EULA refers to that End User or Client.

This EULA may be accessed and consulted at any time on the Tadaweb Platform, once You have logged in, and is made available at <https://www.tadaweb.com/eula>. The Client shall ensure that all persons accessing the Platform on your behalf comply with this EULA.

Tadaweb may amend this EULA at any time by Notice (as defined herein) provided to You in accordance with Section 8.1., and Your continued use of the Services at any point at least thirty (30) calendar days after the Notice's delivery will constitute the Client's acceptance of the amendment of this Agreement. If You decline to accept the amended EULA, Tadaweb may temporarily or permanently restrict Your access to the Services. Tadaweb may require that You accept the amended EULA in order to continue using the Platform. If You decline to accept the amended EULA, Tadaweb may terminate Your use of the Platform.

### 1. DEFINITIONS

The words and expressions contained hereinafter which begin with a capital letter, irrespective of whether they are in the singular or the plural, are used herein with the following meanings:

- 1.1. "Identifiers" or "Access Codes" means jointly both Your username and the password for connection selected by You to access the Tadaweb Platform.
- 1.2. "Term" means the period of performance for the License indicated and agreed upon in the relevant Order Form, including any agreed upon extensions or renewals of the agreed periods.

- 1.3. Other words and expressions contained hereinafter which begin with a capital letter have the meanings defined in the Terms of Service.

### 2. AUTHORIZED ACCESS AND USE

- 2.1. You acknowledge that the access and use of the Services, and that the collection and further processing of any Data through the Services is made at Your own risk. Tadaweb shall in no way be liable for any interruption to or malfunction of the Services owed to Your breach of the Applicable Conditions or exceeding Fair Usage, and You shall not be entitled to make any claim against Tadaweb in this respect. Access to the Services may be suspended during maintenance operations or during operations relating to the updating of Tadaweb's IP or the Tadaweb Platform and/or of its functions.
- 2.2. You shall never gain or attempt to gain unauthorized access to the Tadaweb Platform or to the software, services or networks connected to, or inter-operating with, the Tadaweb Platform, or to content stored or delivered through the Platform, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other protections and security measures of whatever nature, and never defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third-party in defeating or circumventing controls on the use of the Tadaweb Platform.

### 3. UPDATES AND MODIFICATIONS

- 3.1. Tadaweb may from time to time deploy an Update, and as a result of any such deployment You may not be able to use the Tadaweb Platform until any such Update is fully installed or activated. Each Update will be deemed to form a part of the Tadaweb Platform for all purposes under this EULA. Updates may include both additions to, and removals of, any particular features or functionality offered by the Tadaweb Platform or may replace it entirely, and Tadaweb will determine the content, features, and functionality of the updated Tadaweb Platform in its sole discretion.



- 3.2. Tadaweb is not required to offer You the option to decline or delay Updates, but in any event, You may need to permit installation or activation of all available Updates to obtain maximum benefit from the Tadaweb Platform. Tadaweb will coordinate with You and the Client on the appropriate time to deploy an update. Tadaweb in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to You. Tadaweb in its sole discretion may stop providing Updates.

#### 4. DATA PROTECTION

- 4.1. You acknowledge Tadaweb may process personal data concerning You for the purpose of performing its obligations under this EULA in accordance with its Privacy Policy. When You use the Tadaweb Platform, our servers automatically record information including Your Internet protocol address, username and the date and time of Your request (the "Log Data"). Tadaweb deletes Log Data after thirty (30) calendar days.
- 4.2. For compliance and auditing purposes, actions of End Users on the Tadaweb Platform may be logged and kept for one (1) year. All logs are available to Client's administrators only. If requested, the scope and retention of the logs can be amended to the particular needs of the Client.
- 4.3. Tadaweb uses cookies, which are small text files that are unique to Your account on the Tadaweb Platform or Your browser and are sent by your computer whenever you use the Tadaweb Platform. Tadaweb only uses "session" cookies that last until You log out or Your session expires. Tadaweb collects information about the device You are using, including Your browser type and browser settings and keeps this information anonymized. Tadaweb records when You use the Services and which actions You perform while using the Services. For example, Tadaweb records what tools are being used and how often but does not record any sensitive information such as selectors or visited URLs.
- 4.4. Tadaweb requires a username and a display name to use the Tadaweb Platform and users have the option of uploading a profile photo (the "Account Information"). You are not required to use Your real names nor Your real

photo. Tadaweb deletes Account Information when Your account is deleted or when the Agreement between Tadaweb and the Client is terminated.

- 4.5. The Tadaweb Platform uses third-party products that Tadaweb does not own or control via APIs, including APIs that require users to connect with their personal accounts to be able to use. Subject to our Privacy Policy, the Tadaweb Platform may use Google API Services to collect data, including personal data, from YouTube. Further information may be found in the Google Privacy Policy, available at <http://www.google.com/policies/privacy>. In cases where users connect to APIs using their personal account Tadaweb collects a unique identifier for that account, such as the account's email address or ID, which is necessary to link the account with Tadaweb.

#### 5. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS

- 5.1. The Tadaweb Platform, Tadaweb's IP and any associated documentation are the intellectual property of Tadaweb and are protected by applicable copyright laws. The structure, organization and computer code of the Tadaweb are valuable trade secrets and confidential information of Tadaweb. To the extent You provide any comments or suggestions about Tadaweb's IP or the Tadaweb Platform to Tadaweb, You grant Tadaweb the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to You and without Your approval of such retention or use.
- 5.2. Your use of the Services does not grant You any rights or title to any intellectual property rights in the Tadaweb Platform, the Tadaweb's IP, and/or any associated documentation. All rights to the above, including all associated copyrights, patents, trade secret rights, trademarks, features, functionalities, texts, graphics, images, logos, button icons, software, and other intellectual property rights, are reserved by Tadaweb.
- 5.3. You may not copy or use the Tadaweb Platform, Tadaweb's IP and/or any of the elements described in this Section 5, except as set forth in this EULA. You may not, and may not permit

any third-party to: (i) use any authorization code, license number, username/password combination or other activation code or number supplied by Tadaweb in connection with the Tadaweb Platform (the “Activation Code”) on, or for, more than the number of licenses specified by the Applicable Conditions; (ii) disclose any Activation Code to any party other than Tadaweb and its designated representatives, except as expressly authorized by law; reverse engineer, disassemble, decrypt, decompile, translate, reconstruct, transform or extract the Tadaweb code or any portion of the Tadaweb Platform (including any related malware signatures and malware detection routines) except to the extent that this cannot be prohibited if essential for achieving interoperability (and then shall be limited solely to achieving interoperability and for no other purpose and any information obtained shall be confidential); or change, modify or otherwise alter the Tadaweb Platform (including any related malware signatures and malware detection routines); (iii) except as authorized by a separate agreement between You and Tadaweb, publish, resell, assign, distribute, broadcast, transmit, communicate, transfer, pledge, rent, lease, share, host, outsource, sublicense or otherwise commercially exploit the Tadaweb Platform; (iv) use the Platform to provide or build a product or service that competes with the Tadaweb Platform; (v) use the Tadaweb Platform in a manner that violates Fair Usage; (vi) use or attempt to use the Tadaweb Platform to upload or transmit any Data, information or materials that: infringe the intellectual property or other rights of third parties, or otherwise in any way damage, disable or impair the operation of the Tadaweb Platform; (vi) gain or attempt to gain unauthorized access to the Tadaweb Platform or to software, services or networks connected to, or inter-operating with, the Tadaweb Platform, or to content stored or delivered through the Tadaweb Platform, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other protections and security measures of whatever nature; (vii) test or benchmark, or disclose or publish testing or benchmark results, for the

Tadaweb Platform without Tadaweb’s prior written consent; (viii) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third-party in defeating or circumventing controls on the use of the Tadaweb Platform; (ix) share any Tadaweb’s IP, or content generated by Your use of the Tadaweb Platform (such as, for example, the results of Your search queries or alerts) outside Your corporate entity, if applicable, without prior authorization from Tadaweb; or (x) sell or re-sell any Tadaweb’s IP, or content generated by Your use of the Tadaweb Platform (such as, for example, the results of Your search queries or alerts) without Tadaweb’s prior consent.

- 5.4. Nothing in this EULA shall give You or any other person any right to access or use the source code of the Tadaweb or constitute a license of source code.

## **6. THIRD-PARTY CONTENT; CONDITIONS OF USE**

- 6.1. You expressly acknowledge that You will always: (i) undertake to abide by the API Terms and Conditions; (ii) bear full responsibility for the use You shall make of the APIs and/or for the calls and accesses to third-party services You shall make through such APIs, especially with regard to the rules of “fair use” described in the APIs Terms and Conditions.
- 6.2. Tadaweb shall in no way be liable for any of Your breaches of the API Terms and Conditions, notably with respect to the “fair use” policy described in the API Terms and Conditions, and You shall not be entitled to make any claim against Tadaweb in this respect.
- 6.3. You acknowledge that Your use of the Tadaweb Platform may entail that You access third-party content, such as (without limitation) websites or any other online spaces (such as the “dark web”). Tadaweb strongly encourages You to read the terms and conditions and privacy statements of such Third-Party Content and websites.
- 6.4. Tadaweb does not have control over such third-party contents or websites, and as such, cannot be held responsible for such third-party contents or websites, or for the availability of the latter. Furthermore, Tadaweb shall in no way be responsible and makes no representations or warranties for such third-party contents and websites, or any content

available or linked to through such third-party contents and websites.

- 6.5. You acknowledge and agree it is solely responsible and solely liable for any Data provided and/or accessed by You on any Third-Party Platforms, as well as any communications or interactions between You and any third parties through such Third-Party Platforms. Tadaweb does not have any control regarding the Data You may provide on the Tadaweb Platform nor have any right to or control of the Third-Party Content that You access through the Services.
- 6.6. Tadaweb has no obligation to conduct any verification, modification, filtering, or deletion of any Data nor does it warrant a continuous uninterrupted feed of Data. Tadaweb undertakes to use commercially reasonable efforts to make all data available to its End Users at the time of subscription. Tadaweb, however, has the right to exclude certain Data from search results or otherwise make it inaccessible if Tadaweb, in its sole discretion, believes the provision of such data would cause Tadaweb to violate agreements with third parties or to infringe on intellectual property or other proprietary rights of third parties or any applicable laws and/or regulations. Further, Tadaweb cannot guarantee that historical data will be available at all times. If a Third-Party Platform requires Tadaweb to erase all or part of the historical data, Tadaweb shall comply with such requirement. Further, once an Order Form expires or terminates, Tadaweb shall have no obligation to retain any historical content and shall be fully entitled to erase such content. Nevertheless, You agrees that, as Tadaweb is dependent upon (i) Third-Party Platforms, and upon (ii) international legislation (including but not limited to intellectual property, copyright, or data protection), it cannot represent and warrant that such access to Data (or to specific parts of the Data) can be guaranteed over the entire course of the Agreement.
- 6.7. You understand that You remain subject to Tadaweb's on-going compliance review, specifically in regard to the use made by End Users of the Services for the purposes of (i) the performance of the Services including support, maintenance, and account management

services; (ii) the compliance with the Fair Usage; (iii) the compliance with applicable Third-Party Platforms conditions; and (iv) compliance with Applicable Law and/or other regulations, including but not limited to the GDPR, CCPA, and other applicable data protection regulations. You also acknowledge that certain Third-Party Platforms may require Tadaweb to share identity and usage information about entities receiving the Data that is provided by such Third-Party Platforms. You understand and agree that Tadaweb, in good faith, would comply with such requirements from Third Party Platforms to the extent they pertain to compliance review. At any time, and at its own discretion or the direction of the relevant Third-Party Platform, or by running an internal inquiry, Tadaweb may determine that Your use of the Services does not meet the requisite conditions included in in this EULA, preventing Tadaweb from granting further access to the Services, in whole or in part.

- 6.8. You cannot use the Services for illegal purposes or in an unethical manner including for generating hate speech, "targeting" of political opponents, or for any purpose that would be detrimental to the interests or reputation of Tadaweb. You cannot (i) use the Services in a way that breaches the terms of this EULA; (ii) gain or attempt to gain or grant to others unauthorized access to the Services; (iii) to communicate any material which is illegal, unlawful, or obscene, unacceptable, defamatory, abusive, immoral or offensive, such as spamming, hacking, phishing, or harassing; (iv) use the Services in a manner that would in a breach of the reasonable expectation of privacy or the law of privacy of the data subject; (v) interfere in any manner with, or disrupt the integrity or performance of, the Services or their operation, or the hardware and network used to operate the Services; (vi) to breach the Applicable Law; (vii) to breach the laws applicable to Third-Party Platform; or (viii) for any other use which may be detrimental or defamatory in any way to Tadaweb, its business or employees, or its clients or partners. Tadaweb reserves the right to determine (in its sole discretion) whether use of the Services in breach of this Section 6

constitutes a material breach and may lead to termination of the Agreement by Tadaweb.

6.9. You accept that Tadaweb reserves the right to notify any competent authority or Third-Party Platform of any action or conduct by You while using the Services that Tadaweb may deem to be unlawful or infringing, without any prior notification to You.

6.10. In case of breach of any of the above-mentioned conditions Tadaweb may be free to terminate the Services with or without prior notice, and without prejudice to our other rights or remedies.

## **7. LIMITED WARRANTY AND EXCLUSION OF LIABILITY**

7.1. Tadaweb provides the Tadaweb Platform within the framework of a best-effort obligation. Tadaweb does not warrant the performance or results You may obtain by using the Tadaweb Platform. The Tadaweb Platform is provided “as is”, and Tadaweb makes no express or implied warranties or conditions and, to the maximum extent permitted by law, disclaims any and all warranties and conditions implied by law, including to the full extent permitted by applicable law implied warranties or conditions of non-infringement of third-party rights, title, merchantability, suitable quality, or fitness for any particular purpose.

7.2. Tadaweb does not warrant that the operation of the Tadaweb Platform will be uninterrupted or error free, that the Tadaweb Platform will work properly on any given device or with any particular configuration of hardware and/or software. In particular, Tadaweb is in no way liable, which You shall accept without reserve: (i) for defects in Your equipment and/or devices; (ii) for interruptions, slowness and the lack of Internet access or any other problem affecting transmissions on the telecommunications networks and disrupting the Tadaweb Platform; (iii) for the non-compliance of the Data with the legislation in force; (iv) for the inaccuracy of the Data or for the incompleteness of certain Data which would however be indispensable for the provision of the Tadaweb Platform; or (v) for the loss, deterioration or accidental destruction of the Data, in particular if a third-party has accessed the Tadaweb Platform using the Identifiers. However, access to the Tadaweb

Platform may be suspended during maintenance operations or during operations relating to the updating of Tadaweb's IP of the Tadaweb Platform and/or of its functions.

7.3. You acknowledge that the Tadaweb Platform makes use of APIs and consolidates information supplied by third parties and that Tadaweb shall not be responsible for such APIs or information. You and not Tadaweb are solely responsible for all use of APIs accessed and information obtained or generated by the Tadaweb Platform on Your instruction and any resulting decisions.

7.4. The amounts ascribed to limitations on liability in the Terms of Service shall apply to any claims arising out of this EULA.

## **8. MISCELLANEOUS**

8.1. Tadaweb may at any time deliver to You: (i) via electronic mail or (ii) via the Tadaweb Platform. Notices given by Tadaweb to You will be deemed received and properly served: (i) 24 hours after an email is sent; or (ii) 24 hours after being posted on the Tadaweb Platform. In proving the service of any notice, it will be sufficient to prove: (i), in the case of an email, that such email was sent to the email address of the recipient given for these purposes; or (ii) the case of posting on the Tadaweb Platform, that the Tadaweb Platform was generally accessible to the End Users for a period of 24 hours after the first posting of the notice.

8.2. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or the License Agreement.

8.3. Each of the terms of this EULA operates separately. If any court or competent authority decides that any of them are illegal, invalid, or unenforceable, the remaining terms will remain in full force and effect.

8.4. The failure of either You or Tadaweb to insist upon the strict performance of any of the terms, conditions and provisions of this EULA shall not be construed as a waiver or relinquishment of future compliance with this EULA. No waiver of any term or condition of this EULA on the part of You or Tadaweb shall be effective for any purpose whatsoever unless such waiver is in writing and signed by an authorized person. The waiver by either You or

Tadaweb of a breach of any provision of this EULA by the either You or Tadaweb shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this EULA.

- 8.5. The Tadaweb Platform requires an active and stable connection to the Internet in order to function. It is therefore Your responsibility to ensure that You have at all times an active and stable Internet connection [required minimum Internet speed is 2 Mbps].
- 8.6. You undertake to keep confidential the contents of this EULA, as well as Tadaweb's IP and contents generated through Your use of the Tadaweb Platform. Nothing in this EULA shall prevent any individual from reporting any reportable office to the applicable authorities.
- 8.7. Once this EULA terminates, You acknowledge that the following will remain in full effect: Sections: 5, 6, 7, 8.2. to 8.5, 8.8. of the EULA, any provisions of this EULA limiting or excluding the liability of Tadaweb towards You.
- 8.8. You undertake to make Your employees and/or Your Contractors and/or any third parties under Your responsibility [collectively, "Your

Employees"] fully aware of the terms and conditions of this EULA and of the Privacy Policy. In this respect, You acknowledge that You shall remain fully liable in case of breach of such terms by Your Employees, and that You shall release and hold Tadaweb harmless should such breach occur.

## 9. GOVERNING LAW AND JURISDICTION

- 9.1. To the fullest extent permitted by law, each Party hereby expressly waives any right to a jury trial in any action, suit, processing, or claim arising out of or connected with this Agreement or the subject matter thereof.
- 9.2. This Agreement will be subject to the law and court jurisdiction as per the table below. The table further defines: (i) the location of the client; (ii) the Tadaweb entity entering into this Agreement; and (iii) defines the law that will apply in any dispute or claim [including non-contractual disputes or claims] arising out of or in connection with this Agreement, it subject matter or formation; and (iii) the courts that have exclusive jurisdiction to settle any such dispute or claim.

| Laws and jurisdictions applying to this Agreement         |                                |                                                                                                                    |
|-----------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Client Location                                           | Tadaweb Entity                 | Governing Law and Jurisdiction                                                                                     |
| The World, except USA, Canada, France, and United Kingdom | Tadaweb S.A.                   | Laws of the Grand Duchy of Luxembourg with exclusive jurisdiction of the courts of Luxembourg City.                |
| United States, South America                              | Tadaweb Technologies USA, Inc. | Laws of the State of Delaware with exclusive jurisdiction of the state and federal courts in Wilmington, Delaware. |
| France                                                    | Tadaweb France                 | Laws of France with exclusive jurisdiction of the courts of Paris.                                                 |
| United Kingdom                                            | Tadaweb UK Limited             | Laws of the England and Wales with exclusive jurisdiction of the courts of London.                                 |

## Appendix 2. Data Processing Addendum

[effective as of July 11th, 2024]

This Data Processing Addendum [the “Addendum”] supplements the Terms of Service and the End User License Agreement and specifies the rights of the Client and the obligations of Tadaweb regarding the Processing Activities [as defined herein].

### 1. DATA PROCESSING

- 1.1. This Addendum governs the data protection framework for Processing Activities on the Personal Data [as defined below], performed as a result of the access and use of the Tadaweb Platform and Services, and as further defined in this Addendum.
- 1.2. Tadaweb Platform and Services are subject to and provided in compliance with applicable Privacy Laws [as defined herein]. For the purpose of this Addendum, Tadaweb acts as a processor, or in an equivalent role, under applicable Privacy Laws.
- 1.3. All Processing Activities on the Tadaweb Platform are performed by Tadaweb on the documented instructions of the Client. For the purpose of this Addendum, the Client acts as a controller, or its legal equivalent under applicable Privacy Laws, and determines the purposes and means of the processing of the Personal Data.
- 1.4. Tadaweb carries out Processing Activities only once instructed by the Client under either (i) an Order Form, (ii) other written instruction, including those relating to the essential means of processing, or (iii) specific search, set up, or configuration of the Tadaweb Platform, to process Personal Data.

### 2. DEFINITIONS

The words and expressions contained hereinafter which begin with a capital letter, irrespective of whether they are in the singular or the plural, are used herein with the following meanings:

- 2.1. “Breach” means any compromise of security measures that leads to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data.
  - 2.2. “Agreement” means an agreement, including this Addendum, under which Tadaweb provides access to Tadaweb Platform or renders the Services.
  - 2.3. “Personal Data” means personal information and data collected and processed by Tadaweb on behalf of the Client, in particular socio-biographical information [e.g. profile descriptions, posts] and identification data defined as unique identifiers associated with web and social media users and any other related Third-Party Content.
  - 2.4. “Data Transfer” means transferring Personal Data outside of the European Economic Area [EEA] by Tadaweb on request of the Client when such Personal Data is stored on servers located in the EEA.
  - 2.5. “Privacy Laws” means all applicable laws and regulations relating to privacy and data protection, to which Tadaweb is subject as service provider of the Tadaweb Platform and processor of the Personal Data.
  - 2.6. “Processing Activities” consist of collecting, sorting, saving, transferring, restricting, and deleting of Personal Data in the context of Client’s use of the Tadaweb Platform and Services.
  - 2.7. Other words and expressions contained hereinafter which begin with a capital letter are used herein have the meanings defined in the Terms of Service.
- ### 3. CLIENT’S RIGHTS AND OBLIGATIONS
- 3.1. The scope of purposes of the use of Tadaweb Platform are defined by the Client. In regard to the purpose of Processing Activities, the Client understands and warrants that it shall not use or process, or request Tadaweb to process, the Personal Data in any manner which violates Privacy Laws and that it will use all required procedures and safeguards.
  - 3.2. Tadaweb shall use reasonable efforts to assist the Client to comply with the latter’s duties relating to privacy or data protection impact assessments. Tadaweb shall provide all reasonably required information and documents to the Client in order to prove compliance with its obligations under this Addendum.
  - 3.3. Tadaweb may provide support to the Client should the Client wish to conduct an audit of the Processing Activities undertaken by Tadaweb on behalf of the Client.

- 3.4. Reasonable costs relating to the assistance and audit, or any other services rendered by Tadaweb to the Client, may be charged if they unduly interfere with the normal operations of Tadaweb's business, in particular if the Client provides a written notice shorter than two (2) weeks, or if the audit lasts more than one (1) day during every twelve (12) month period. In any case, the Client shall bear the costs of any external auditor, and any costs related to the audit of sub-processors.
  - 3.5. The findings of the audit shall be evaluated and discussed by the Parties. Any resulting additional measures agreed upon by the Parties shall be implemented by the relevant Party without undue delay.
  - 3.6. To the extent permitted, the Client undertakes to inform Tadaweb without undue delay of any audits, inspections, or other measures taken by a competent supervisory authority in relation to the processing of Personal Data. The Parties shall collaborate in good faith in responding to such enquiries.
  - 3.7. Tadaweb must not sell, retain, use, or disclose the Personal Data for any purpose any other than for the specific purpose of performing the Services specified in the Agreement. Further, Tadaweb understands and will comply with all of its contractual restrictions related to the Processing Activities.
  - 3.8. Notwithstanding the Client's ongoing duty to ensure the lawfulness of Processing Activities, Tadaweb shall use its commercially reasonable efforts to inform the Client if the latter's instructions may be deemed to violate applicable Privacy Laws, including considering the information made available by the Client. If the instructions of the Client are deemed unlawful by Tadaweb, the latter is entitled to suspend the execution of such instructions until the lawfulness of such instructions is verified and confirmed in writing by the Client and, at the request of Tadaweb, by outside counsel of the Client.
  - 3.9. Considering the state of the art, the costs of implementation, the nature and risks of the Processing Activities as well as appropriate industry standards, Tadaweb undertakes to use its commercially reasonable efforts to implement and maintain appropriate technical and organizational measures in order to safeguard the protection of Personal Data.
  - 3.10. During the course of the Addendum, the Client may request Tadaweb to offer the implementation of specific technical or organizational measures. In such case, Tadaweb shall inform the Client, at its discretion, if such additional measures are feasible from a technical and organizational standpoint and, if it deems such measures feasible, Tadaweb shall inform the Client of the costs involved with the implementation of such measures. If the offer is accepted by the Client, Tadaweb shall implement the additional measures in accordance with the conditions agreed upon by the Parties.
  - 3.11. If a data subject addresses a verifiable request to the Client regarding Processing Activities performed by Tadaweb under the scope of this Addendum, the Client shall redirect such request to Tadaweb within a reasonable timeframe which must not exceed five (5) calendar days. Tadaweb shall use its commercially reasonable efforts to comply with such request within a reasonable timeframe.
- #### 4. SUB-PROCESSING
- 4.1. Tadaweb is authorized to engage sub-processors for Processing Activities in the provision of the Services, without the prior specific approval of the Client being required so long as the new sub-processor provides a level of protection for the Personal Data materially similar to the level of protection previously provided. The list of sub-processors is to be provided to the Client on request.
  - 4.2. Tadaweb undertakes to impose on any sub-processor, by means of a contractually binding agreement, data protection obligations which are materially similar to those set out in this Addendum. Tadaweb remains liable for the sub-processor's failure of its obligations, subject to the limitation of liability under the Agreement.
  - 4.3. The Parties agree that the term "sub-processor" does not refer to contractual service providers which provide ancillary services and which Tadaweb may have recourse to in the provision of the Services under the Agreement, including telecommunication services, postal services, and office maintenance services.



- 4.4. In case of engagement or replacement of a sub-processor, Tadaweb shall need only to inform the Client in writing prior to any appointment or replacement of a sub-processor. This prior information notice shall contain a description of the nature of the processing activities concerned as well as the designation of the sub-processor.
- 4.5. If the Client objects, within thirty (30) calendar days of receipt of the notice of information, to the use of the sub-processor concerned, Tadaweb shall have the right to cure the objection through one of the following options: (i) not to use the sub-processor with regard to the Personal Data; (ii) to take the corrective steps requested by the Client (which remove Client's objection) and proceed to use the sub-processor with regard to Personal Data; or (iii) to cease to provide or the Client may agree not to use (temporarily or permanently) the particular aspect of the Service that would involve use of the sub-processor.

## 5. TRANSFER OF COVERED DATA

- 5.1. Based on the location of the Client, all Processing Activities take place and Personal Data are hosted on data centers located in the United States (for Clients located in North and South America, except Canada), in Canada (for Clients located in Canada) the United Kingdom (for Clients located in the United Kingdom), in France (for Clients located in France) and in the European Union (for all other Clients). Tadaweb may only transfer any Personal Data outside of the European Union and/or United Kingdom when instructed to do so by the Client or in the event of a Data Transfer to an authorized sub-processor.
- 5.2. Any Data Transfer of the Personal Data must comply with the applicable Privacy Laws, in particular by putting in place adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals and the exercise thereof, in particular by execution of applicable standard contractual clauses for the transfer of personal data adopted by the European Commission or other relevant supervisory authority.

## 6. COVERED DATA BREACH

- 6.1. Tadaweb undertakes to notify the Client of a Breach without undue delay, and if possible,

within twenty-four (24) hours, after becoming aware of such Breach. The content of the notification shall fulfil no less than the minimum requirements of the applicable Privacy Laws.

- 6.2. Where, and in so far as, it is not possible for Tadaweb to provide the information at the same time, the information shall be provided to the Client in phases without undue further delay.
- 6.3. The Client undertakes to notify a competent supervisory authority of the Breach without undue delay and, if applicable, to the data subjects concerned if such notification is required under applicable Privacy Laws. The Client shall inform Tadaweb prior to any such notification taking place in order to allow, to the maximum extent possible, to consider the observations presented by Tadaweb in relation to the proposed draft of the notification.
- 6.4. Upon request and written instruction of the Client, Tadaweb may accept to handle, on behalf of the Comp any, the notification of a Breach to a competent supervisory authority and/or to the data subjects concerned, as the case may be.

## 7. REPRESENTATIONS AND WARRANTIES, LIABILITY

- 7.1. Each Party's liability arising out of or related to this Addendum, whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability section as agreed upon in the Agreement and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its affiliates under the Agreement and all data processor agreements taken together.
- 7.2. Tadaweb will use its commercially reasonable efforts to ensure an appropriate level of protection of personal data, in particular by maintaining adequate technical and organization security measures.
- 7.3. The Client is responsible for ensuring that the Processing Activities which it instructs Tadaweb to undertake are lawful and pursue legitimate and proportionate purposes. Moreover, Tadaweb shall not be liable for the processing of Personal Data undertaken by the Client itself or by third parties acting under Client's instructions.

## 8. MISCELLANEOUS

- 8.1. This Addendum may be terminated or expire only in connection with the terms of the Agreement.
- 8.2. After the provision of the Services related to Personal Data have terminated, the Parties agree that the Personal Data shall be deleted as soon as is reasonably possible. Upon Client's request, a written confirmation will be provided. Upon separate written agreement, and in any case prior the expiry or termination date of the Agreement, the Client may request a copy of Personal Data against payment of the reasonable costs incurred by Tadaweb to render such service.
- 8.3. Notwithstanding the foregoing, Tadaweb shall be entitled to retain a copy of Personal Data as long as required for evidentiary or statutory record retention purposes.
- 8.4. Tadaweb confirms that all personnel who are involved in the processing activities are subject to a contractual duty of confidentiality.
- 8.5. This Addendum together with its appendices supersedes any and all other prior or contemporaneous understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and constitutes the sole and only agreement between them with respect to its subject matter.
- 8.6. This Addendum may be amended only by a written instrument which specifically refers to this Addendum. Unless otherwise agreed in the Agreement, Tadaweb shall be entitled to amend this Addendum by providing thirty (30) calendar days prior written notice to the Client.
- 8.7. Each Party shall give all notices to the other Party in writing, including by e-mail.
- 8.8. This Addendum shall be governed by the laws governing the Agreement, without giving effect to conflicts of law principles. Any action, proceeding or claim arising out of or relating in any way to this Addendum shall be brought and enforced in the courts which have jurisdiction over the Agreement.
- 8.9. The data protection officer can be reach via [dataprotection@tadaweb.com](mailto:dataprotection@tadaweb.com).