

## Terms & Conditions

**Last updated 28 June 2023.**

These terms and conditions (“**Terms and Conditions**”), together with any other documents referred to herein, set out the terms of use governing your use of this website or app, (“**Our Site/App**”).

By accepting these Terms and Conditions, you confirm that you have read, understood and agree to be bound by all of these Terms and Conditions. If you do not agree to these Terms and Conditions, you must stop using Our Site/App immediately.

The following documents also apply to your use of Our Site/App:

- Our Privacy Policy, available at <https://www.wearehuman8.com/content/uploads/2023/06/Human8-Privacy-Policy-.pdf>
- Our Cookie Policy, available at <https://www.wearehuman8.com/cookie-policy/>

### **1. Changes to these Terms and Conditions**

We may alter these Terms and Conditions at any time. As explained above, your use of Our Site/App constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site/App the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site/App.

If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

### **2. Information about Us**

Our Site/App is operated by Human8 Europe NV, a limited liability company with registered seat at Evergemsesteenweg 195, 9032 Wondelgem, registered in Belgium under company number 0837.297.070, representing its affiliates and subsidiaries (“**Human8/We/Us**”). We are a registered member with ESOMAR, a worldwide organization for encouraging, advancing and elevating market research.

To contact Us, please email Us at [info@wearehuman8.com](mailto:info@wearehuman8.com) or telephone Us on 0032 (0)9 269 15 00.

### **3. Purpose of our website**

Human8 provides a platform for brands and participants to connect. Depending on the project, we provide either a platform to communicate with You and to conduct market research activities on behalf of our clients or an online crowdsourcing and co-creation platform that allows brands to announce and conduct contests.

Depending on the project our sites offer contests that consists of making creative works (submissions) for our Clients and in which participants to those contests can be elected and receive awards.

### **4. Access to Our Site/App**

Our Site/App is free of charge and it is your responsibility to make the necessary arrangements, if any are requested, in order to access Our Site/App.

Access to Our Site/App is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site/App (or any part of it) at any time. We do not guarantee that Our Site/App will always be available or that access to it will be uninterrupted. If We suspend or discontinue Our Site/App (or any part of it), We will try to give you reasonable notice of the suspension or discontinuation.

We may alter and update our site (or any part of it) at any time and in our own discretion, to update our software, insert brief description of potential reasons for changes]

Unless provided otherwise, Our Site/App is available anywhere, as long as the minimum technical requirements are met, particularly in terms of access to the Internet, mobile phone network, compatibility of technical equipment used. Given the global nature of the Internet, the User agrees to abide by all the rules of public policy relating to the behavior of Internet users and enforceable in the country from which he uses the Service.

### **5. Registration and user account**

In order to use Our Site/App you will need to register and create an account (“**User Account**”). You will need to provide you e-mail address and choose a strong password. In order to complete your User Account you will choose a username and complete additional information (nationality, native language, currency, gender). You agree to keep your password

and username confidential and will be responsible for all use of your User Account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## 6. Representations

6.1 By using Our Site/App, you represent and warrant that:

- All registration information that you submit will be true, accurate, current and complete;
- All Material (defined below and including but not limited to video's, pictures, images, creations or text) does not infringe any third party's intellectual property rights, an unfair competition/passing off.
- You have the legal capacity and you agree to comply with these Terms and Conditions;
- You are not under the age of 18, and if you are under the age of 18 but older than 13 you can use Our Site/App under the condition that you have received parental permission;
- You will not use Our Site/App for any illegal or unauthorized purpose;
- Your use of the Site/App will not violate any applicable law or regulation (including but not limited to theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery, theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment;
- You will not use Our Site/App to send spam or other duplicative or unsolicited messages;
- You will not use Our Site/App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind;
- You will not use Our Site/App for the distribution of offensive or prohibited materials including threats of death or physical harm, harassment or defamation.

6.2 Notwithstanding the provisions of section 10, If you fail to comply with the provisions of this section 6 and section 7, you will be in breach of these Terms and Conditions and we may take any of the following actions:

- Suspend or terminate the use of Our Site/App;
- Issue you with a warning;
- Take legal proceedings against you;

Any other actions which we deem reasonably appropriate

You acknowledge that breach of these Terms and Conditions (in particular section 6.1 and 7) would cause irreparable injury to Us or our Client. Accordingly, in the event of breach, an indemnity of 5.000 EUR will be immediately due, notwithstanding the right for Us to claim a higher amount of the actual damage suffered would be higher than the aforementioned amount.

## 7. Confidentiality

As the information on Our Site/App is commercially sensitive, this information should be considered as confidential information ("**Confidential Information**"). Any user of Our Site/App will keep and consider this information as confidential and is in no circumstance allowed to disclose the Confidential Information to any third party or make available for the public in any way. For the avoidance of doubt, the content of a contest and the brands involved ("**our Clients**") are to be considered as Confidential Information. the confidentiality obligations shall apply until the confidential information has been disclosed to the public by the company/Client.

Notwithstanding the provisions of section 10, If you fail to comply with the confidentiality obligation, we can take any of the actions mentioned in section 6.2.

## 8. Intellectual property

Unless otherwise indicated, the Site/App and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site/App (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Belgium, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site/App "As Is" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of Our Site/App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted,

distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use Our Site/App, you are granted a limited license to access and use the Site/App and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site/App, the Content and the Marks.

When participating in our market research activities You grant US the necessary, irrevocable, simple, gratuitous, transferable right of use, unlimited in time, space and content, to use and exploit your study contributions in the form of texts, videos or images that you have made available to us, as well as the recording of the survey (summarized as "Material"), to the extent necessary for the implementation, evaluation as well as presentation of the results of the study. We can use this Material internally without any restrictions. Likewise, the processed and unprocessed material, in particular in the form of the results documentation, may be made available to the client of the study for internal purposes for an unlimited period of time.

## **9. Viruses, Malware and Security**

We exercise reasonable skill and care to ensure that Our Site/App is secure and free from viruses and malware; however, We do not guarantee that this is the case.

You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site/App. You must not attempt to gain unauthorised access to any part of Our Site/App, the server on which Our Site/App is stored, or any other server, computer, or database connected to Our Site/App. You must not attack Our Site/App by means of a denial of service attack, a distributed denial of service attack, or by any other means.

## **10. Disclaimer and Limitation of Liability**

Our Site/App is provided on an "as-is" and "as-available" basis. You agree that your use of Our Site/App will be at your sole risk.

Notwithstanding anything to the contrary contained herein, in no event will Human8 be liable for any (direct or indirect) damages occurred by you due to use of Our Site/App by (i) your improper use of Our Site/App (ii) internet connectivity problems, internet congestion, any issue of problem arising from the quality of your equipment, loss or lack of connection to internet contamination by any potential virus or intrusion by a third party in your modem or other equipment (iii) any incompatibility between Our Site/App and any hardware and or software used by you.

In no event will Human8 be liable for any indirect damages (including, without limitation, consequential, special, punitive, or incidental damages, damages for loss of profits, goodwill or revenues, loss of privacy, loss of or corruption of data, business interruption or loss of business information).

## **11. Indemnification**

You agree to defend, indemnify, and hold Us and our Clients harmless, including our and our Clients' subsidiaries, affiliates, and all of our/their respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your contribution (2) use of Our Site/App; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of Our Site/App with whom you connected via Our Site/App.

## **12. Personal Data**

By using Our Site/App and taking part in our market research activities, you acknowledge to be informed of our Privacy Policy which is incorporated into these Terms and Conditions. The personal data provided by you are processed by Human8 in accordance with our Privacy Policy and in compliance with data protection laws, in particular GDPR.

The legal ground of processing your data is described in detail in our privacy policy, and result from article 6 para. 1 of the GDPR (this can be a) consent; b) agreement; f) legitimate interest and/or c) regulations).

Access to data is only granted to persons involved in the project, as well as persons, partners or parties who are involved in the execution and implementation of the study, have commissioned it or have been commissioned by us to do so (such as consultants or clients). All recipients are required to keep all data received secure and confidential in accordance with the legal requirements of the GDPR. No data you have provided for this project, whether personal or not, will find its way into the public domain (social media, television commercials or the like).

You may choose to unsubscribe at any time from Our Site/App by clicking on the unsubscribe button of your user account. You have the right to lodge a complaint with a supervisory authority and the right to withdraw your consent at any time (however without this affecting the legitimacy of the processing prior to the withdrawal of the authorization) by sending an e-mail to [DPO@wearehuman8.com](mailto:DPO@wearehuman8.com), which would let to the deletion of your account.

The primary location to store and process the data is within the European Union or United Kingdom. Nevertheless, there are cases where We transfer your personal data outside the European Union, when we do so in a secure and lawful manner (we have the necessary agreements in place). The transfer occurs to sub-processors or Our offices located outside of the EU/UK and for internal purposes and to Human8's partners. We implement digital, organizational, technical, software and physical security measures in accordance with state of the art technology in order to protect personal data against accidental or unlawful unauthorized loss, destruction, alteration and access.

Human8 will only process personal data for as long as it is required to fulfill the research purpose or as a legal retention period requires storage. Otherwise, personal data will be permanently deleted in accordance with legal requirements and after expiry of the applicable retention period.

### **13. Governing Law and jurisdiction**

Unless otherwise provided for under applicable laws or regulations, these rules are subject to laws of Belgium and any litigation or dispute arising hereunder shall be brought before the court having jurisdiction over such matters in Ghent.