

Content Restrictions

25 May 2018

A. PURPOSE AND ENFORCEABILITY OF THIS DOCUMENT

This document specifies certain content restrictions that apply to Meronimi's Customers when using the IntelligenceHub Platform including those as required by Third-Party Platforms (hereinafter "Content Restrictions"). In this document "Customer"/"Client"/"Subscriber" is designated by either "You" or "Customer".

These Content Restrictions are not subject to negotiation as they depend upon third parties to Meronimi and shall supersede, in case of discrepancy, any other contractual agreement which has been signed between You and Meronimi.

You agree to the following Content Restrictions which can be updated by Meronimi from time to time with or without notification, to the sole extent these updates are:

- Based on the changes that Third-Party Platform(s) and content provider(s) may decide, and/or,
- Due to changes in international copyright legal and/or regulatory environments, and/or,
- Due to changes in international data privacy legal and/or regulatory environments.

B. GENERAL CONTENT RESTRICTIONS

1. Data and content availability: Meronimi undertakes to use commercially reasonable efforts to make available all data to its customers including Customer at an equal level at the time of subscription. Nevertheless, Meronimi informs and Customer agrees that, as Meronimi is dependent upon (i) third party platforms and content providers on the one hand, and upon (ii) international legislations, 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 Contract.

In case where data access would be reduced or no longer available for any of the above-mentioned reasons, i.e. for reasons beyond the control of Meronimi, the Services will be made accessible "as is" without giving right for any damages.

In case a significant data volume is no longer accessible through the IntelligenceHub Platform, Customer and Meronimi will discuss in order to aim at finding a workaround solution which might lead that either Party may have the right to terminate the Contract without having recourse to the courts. In such a case, any fees paid upfront by Customer shall be refunded pro rata to the Customer for the Services that will not be received as final compensation.

2. Fair usage: Customer acknowledges that the Services are provided on a "fair usage" basis, i.e. a reasonable use exclusive of any abuse. If Meronimi notices unfair usage of the Services, it may either reduce access to results or suspend momentarily Your Account due to the improper use. If such practice would continue, this might qualify as breach by the Customer under the Contract and might lead to termination of the said Contract by Meronimi.

3. Unlimited use: If an Order Form indicates an "Unlimited Use" this shall mean unlimited use of the IntelligenceHub Platform subject to the third party platforms' and content providers' continuous availability, completeness and accuracy that Customer understands and agrees are out of Meronimi's control.

4. No republishing: Content from Third-Party Platforms cannot be publicly displayed. If You want to display such content, you need to reach a specific agreement with the relevant Third-Party Platforms and comply with that Third Party Platforms' terms and conditions.

C. ADDITIONAL SPECIFIC RESTRICTIONS

In addition, specific Third-Party Platforms have additional restrictions as imposed by the content owner for the following content provider:

1. Facebook

When using Meronimi Services to access Facebook content, You shall comply with the following **Statement of Rights and Responsibilities**: <https://www.facebook.com/legal/terms> and in case You create any content, You expressly agree to abide by **Facebook Data Policy** located at: <https://www.facebook.com/privacy/explanation>.

In particular, Meronimi's Customers are strictly prohibited from posting unauthorized commercial communications (such as spam) on Facebook.

In addition, there are legal restrictions on accessing content, which means that Facebook can make content unavailable based on an order of a government or of non-government entities, such as non-profit groups or charities, which can violate local law. In such cases, Facebook reserves the right to restrict such content in a particular country.

More information about Facebook restrictions due to local laws You will find here: <https://govtrequests.facebook.com/>.

2. Flickr

When using Meronimi Services to access Flickr content, please note that when You use Flickr, You are subject to the [Yahoo Terms of Service](https://policies.yahoo.com/us/en/yahoo/terms/utos/index.htm) and therefore You shall comply with the following Yahoo Terms of Service: <https://policies.yahoo.com/us/en/yahoo/terms/utos/index.htm>. And in case You create any content, You expressly agree to abide by **Flickr Community Guidelines** located at <https://www.flickr.com/help/guidelines> and the **Flickr Terms of Service** located at: https://policies.yahoo.com/sg/en/yahoo/terms/utos/index.htm?soc_src=mail&soc_trk=ma.

In addition, Yahoo and its designees shall have the right to remove any Content that violates the TOS of Yahoo or is otherwise objectionable. You acknowledge, consent and agree that Yahoo may access, preserve and disclose Your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS of Yahoo; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to Your requests for customer service; or (v) protect the rights, property or personal safety of Yahoo, its users and the public. You may not attempt to override or circumvent any of the usage rules embedded into the Yahoo Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Yahoo Services, in whole or in part, is strictly prohibited.

3. Google+

When using Meronimi Services to access Google+ content, You shall comply with the following

Google+ Pages Additional Terms of Service:

<https://www.google.com/+/policy/pagesterm.html>

User Content and Conduct Policy:

<https://www.google.com/intl/en/+/policy/content.html> and

Google Privacy Policy:

https://static.googleusercontent.com/media/www.google.com/en//intl/en/policies/privacy/google_privacy_policy_en.pdf

Please note that Google+ may review the content and take action, including restricting access to the content, removing the content, refusing to print the content and limiting or terminating user's access to Google products. Also note that Google+ may make exceptions to these policies based on artistic, educational, or documentary considerations, or when there are other substantial benefits to the public from not taking action.

4. Instagram

When using Meronimi Services to access Instagram content, You shall comply with the following:

Terms of Use:

<https://help.instagram.com/478745558852511>

Privacy Policy:

<https://help.instagram.com/155833707900388>

5. LinkedIn

When using Meronimi Services to access LinkedIn content, You shall comply with the following:

User Agreement:

<https://www.linkedin.com/legal/user-agreement>

Copyright Policy:

<https://www.linkedin.com/legal/copyright-policy>

Privacy Policy:

<https://www.linkedin.com/legal/privacy-policy>

6. Twitter

When using Meronimi Services to access Twitter content, You shall comply with the following:

Developer Agreement & Policy:

<https://dev.twitter.com/overview/terms/agreement-and-policy>

You agree to **Twitter's Terms of Service** in relation to the use of Twitter's Content, located at <http://twitter.com/tos> and in case You create any content, You expressly agree to abide by Twitter **Privacy Policy** located at <http://twitter.com/privacy> and the **Twitter Rules** located at <http://twitter.com/rules>.

No public display of Twitter content

You agree that there are specific rules applying to the public display of Twitter content. In the event Customer wants to publicly display Twitter content, You should contact Meronimi which will liaise with Twitter. It might lead to the execution of additional terms and conditions by Customer.

8. TVEyes

When using the TVEyes service through the IntelligenceHub Platform, You expressly acknowledge and agree to the following set of **User Rules**:

- To use the TVEyes service through IntelligenceHub Platform only for internal business purposes and to use the Meronimi branded TVEyes service only for lawful purposes in compliance with all current and future statutes from time to time in force and, further, not to use or knowingly to permit use of the mode TVEyes service for:

- the collection/distribution of any material which infringes the Intellectual Property Rights of any third party
- the mass distribution of unsolicited email or the solicitation of mail for any addresses other than the Clients own (without the prior consent of the intended recipient)
- any activity contrary to any applicable laws and regulations (including without limitation the Computer Misuse Act 1990);

- That it shall be wholly responsible for notifying the User Rules to all of its agents, contractors, employees and other approved third parties who use and/or have access to the Meronimi branded TVEyes service and shall ensure that no unauthorized third parties have any access to passwords;

- That the Meronimi branded TVEyes service has no control over the broadcast content placed on the user website;

- That TVEyes reserves the right at any time to amend the User Rules in order to accord with current best practice for internet use;

- That TVEyes content cannot be made publicly available; Meronimi - including affiliates - client usage of the TVEyes Data Feed will only be shown to authenticated users behind a log-in;

- That any breach to any of the foregoing rules may cause Meronimi and/or any of its affiliates to terminate the relevant Order Form for breach and ask for potential damages if any;

- That TVEyes content is restricted in certain geographies, notably in Germany.

9. Vkontakte

When using Meronimi Services to access Vkontakte content, You shall comply with the following **VK Terms of Service**: <https://vk.com/terms> in case You create any content, You expressly agree to abide by **VK.com Privacy Policy** located at: <https://vk.com/privacy>

10. Weibo

Meronimi's Customers are strictly prohibited from accessing Weibo content from the following territories: Mainland China, Hong Kong, Macao and Taiwan. This means that no log in will be allowed from these territories.

As per our commercial agreement with Weibo, our Customers are also prohibited from:

- Using Weibo content in order to provide data to any third party for political monitoring or doing public-relation. This is to protect the users privacy as well;
- Using of Weibo content for "public-relation purposes" that would be driven by anti-China causes, and "for supporting public opinions monitoring or any service in connection therewith". Prior written consent of Weibo required;
 - For the sake of clarity following use cases are allowed without seeking Weibo's approval:
 - Monitoring the sentiment surrounding vaccines, certain drugs, and diseases
 - Looking at the influencers our Customers should be engaging with, opportunities that arise, risks that might be emerging, and the success of our Customers' marketing targeting, and measuring our Customers' strategy effectiveness for targeting and planning
- Leakage, sale and authorization of all the operation data, contents and strategies provided on any user's Weibo page and all the behaviour information, data, account and other information of any user provided in Weibo channel;
- Assigning, sublicensing or transferring any right or obligation to any third party;
- Using the Weibo content beyond the authorization of Weibo or to conduct any activity in violation of the applicable Chinese law and regulation or infringing the legal rights and interests of a third party (including but not limited to any property right and intellectual property right), or give as a gift, sell or license to a third party or otherwise permit a third party to use the Weibo Services.

11. Youtube

When using Meronimi Services to access Youtube content, You shall comply with the following:

Terms of Service:

<https://www.youtube.com/static?template=terms&gl=IE> and

Privacy Policy:

<https://www.google.co.uk/intl/en-GB/policies/privacy/>

In particular, You are strictly prohibited to use the Service if You are not of legal age to form a binding contract with YouTube, or You are a person who is either barred or otherwise legally prohibited from receiving or using the YouTube Service under the laws of the country in which You are resident or from which You access or use the YouTube Service.