

## 1. General provisions

PLEASE READ THESE AGORAPULSE TERMS OF SERVICE ("Terms of Service") CAREFULLY. AGORAPULSE ("AgoraPulse") OFFERS A SOFTWARE APPLICATION (the "Service") THAT HELPS SOCIAL MEDIA ACCOUNTS ADMINISTRATOR (individually and collectively "Affiliates") MONITORING AND MODERATING THEIR SOCIAL MEDIA ACCOUNTS AS WELL AS INSTALLING APPLICATIONS INCLUDING PROMOTION APPLICATIONS SUCH AS SWEEPSTAKES AND CONTESTS ON FACEBOOK (individually and collectively "Applications"). THE SERVICE ALSO PROVIDES AN ONLINE ENTRY FORM THROUGH WHICH PROMOTION PARTICIPANTS ("Participants") CAN SUBMIT ENTRIES FOR AFFILIATE APPLICATION. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU SHALL NOT USE THE SERVICE.

These Terms of Service include terms applicable to: (1) Affiliates; (2) actual and prospective Participants; and (3) both actual and prospective Participants and Affiliates. These Terms of Service include, and incorporate by reference, the agreements, policies and guidelines referenced below.

## 2. Terms of service applicable to all users of the AgoraPulse platform

AgoraPulse does not actively monitor the use of the Service or Affiliate Applications. Similarly, AgoraPulse does not exercise editorial control or review over the content or nature of any Application or of any e-mail transmission, or other material created or accessible over or through the Application. If at any time AgoraPulse chooses, in its sole discretion, to monitor an Application, AgoraPulse nonetheless assumes no responsibility for its content, no obligation to modify or remove any inappropriate content or Application, and no responsibility for the conduct of any third party entering or conducting an Application. AgoraPulse intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or other terms, conditions, policies, or guidelines on the AgoraPulse Website or of any applicable laws, rules, or regulations. By using the Service, you release AgoraPulse from any and all liability stemming from such cooperation with local, state, federal and relevant country law enforcement officials.

You acknowledge that AgoraPulse reserves the right to change its terms, conditions, policies, or guidelines at any time, after consultation with and approval from the State of Oregon. (Notice will be provided by posting such changes on the AgoraPulse Website and updating the "Date of Last Revision" for relevant terms, policies, and/or guidelines, and such changes will apply to any use of the AgoraPulse Website or Service made after the changes are posted to the AgoraPulse Website.

Because of situations beyond the control of AgoraPulse, AgoraPulse cannot guarantee that the Service will be available to you or that the Service will function properly. AgoraPulse does not guarantee the safety or integrity of any system connected to its network. This includes, but is not limited to, virus and/or trojan software infestation of said machine(s), hacker activity and exposure of confidential data. By using the Service, you acknowledge that you are solely responsible for the safety of your hardware, software, and data for the duration of your use of the Service. You also accept all liability for any of your actions while using the Service. This includes, but is not limited to, sending of unsolicited email.

YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AGORAPULSE MAKES NO REPRESENTATIONS THAT INDIVIDUALS USING ITS SERVICE ARE WHOM THEY PURPORT TO BE OR THAT AFFILIATE'S APPLICATION WILL BE CONDUCTED IN CONFORMANCE WITH APPLICABLE LAWS, RULES, OR REGULATIONS. AGORAPULSE HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR ANY APPLICATION OR ACTIONS OF ANY THIRD PARTY. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND COMPLETENESS OF INFORMATION YOU RECEIVE THROUGH THE SERVICE OR ANY APPLICATION.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, AGORAPULSE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE SERVICE. THIS SPECIFIC CLAUSE IS NOT APPLICABLE TO USERS HAVING THEIR PLACE OF BUSINESS OR RESIDENCE IN THE STATE OF OHIO, USA.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT AGORAPULSE AND ITS PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, REPRESENTATIVES, PROFESSIONAL ADVISORS, AND CONTRACTORS SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE OF ANY SUCH APPLICATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH WEBSITE, RESOURCE OR SERVICE. THIS SPECIFIC CLAUSE IS NOT APPLICABLE TO USERS HAVING THEIR PLACE OF BUSINESS OR RESIDENCE IN THE STATES OF OHIO AND OREGON, USA.

When you leave the Service, you should be aware that our terms and policies no longer govern. Please review the Terms of Service and privacy policy of any third-party website that you wish to link to from the Service before you use such third-party website.

You agree to not use the Service to:  
Intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation; Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious,

defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, inflammatory, hateful, or racially, ethnically or otherwise objectionable; Impersonate any person or entity, including, but not limited to, an AgoraPulse employee, contractor, volunteer, official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; Upload, post, email, transmit or otherwise make available any content that you do not have a lawful, legal right to make available; Make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; Make available any unsolicited or unauthorized advertising, promotional or any other form of solicitation, except in those areas that are expressly designated for such purpose; Interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Service or AgoraPulse Website, or overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service, the AgoraPulse Website, or any other host or network; Access content or data not intended for you, or log onto a server or account that you are not authorized to access; Attempt to probe, scan or test the vulnerability of the Service or any associated system or network, breach security or authentication measures without proper authorization, interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or Attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the software provided by AgoraPulse or used by AgoraPulse in providing the Service.

The Service contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Service are copyrighted as a collective work under the applicable copyright laws. AgoraPulse owns copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of AgoraPulse. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. AgoraPulse, its subsidiaries and affiliates, own all rights to their logos and trademarks used in connection with the Service.

AgoraPulse respects the rights of all copyright holders. AgoraPulse has adopted and implemented a policy that provides for the termination in appropriate circumstances of users and account holders who infringe

the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide AgoraPulse the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit AgoraPulse to locate the material;
- Information reasonably sufficient to permit AgoraPulse to contact the complaining party;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please submit your notice to AgoraPulse as follows:

Agorapulse SAS  
17 rue Reaumur  
75003 Paris  
France  
Email: [contact@agorapulse.com](mailto:contact@agorapulse.com)

We encourage parents to take an active interest in their children's use of the Internet. The Service is not designed to collect personal information from those under 13 years of age, and we do not intend to or knowingly collect such information. If you are under 13, you are not permitted to use the Service and should not provide personal information on the Service.

If there is any dispute about or involving the AgoraPulse Website or Service, you agree that the dispute shall be governed by the laws of the State of Oregon without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the Court of Marion County Oregon. If, for whatever reason, a court of competent jurisdiction were to find any term or condition in these Terms of Service to be unenforceable, all other terms and conditions would remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Service shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The Service is controlled and operated by AgoraPulse.

These Terms of Service and any and all other online policies and agreements promulgated by AgoraPulse constitute the entire agreement between AgoraPulse and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

The failure of AgoraPulse to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. If a court of competent jurisdiction determines that any provision of these Terms of Service is invalid, unlawful, void or unenforceable, that provision shall be modified or severed to the maximum extent permitted by law; however, any and all other provisions shall remain valid and be given full force and effect in a valid and enforceable manner to accomplish the purposes of these Terms of Service. Any conflict between this and any other documents shall be governed by the terms of this document.

### 3. Terms of service applicable to Facebook Page Administrator ("Affiliates") using the AgoraPulse platform

#### 3.1 Participant's Personal Information.

As an Affiliate using the Service, you agree to be bound by AgoraPulse privacy policy as described below and to treat Participants personal information you may collect with the utmost caution. You will also respect the laws and regulations applicable in your countries concerning the collecting, storing and using personal information in an electronic format.

You will finally be bound by Facebooks rules regarding collecting, storing and using personal information collected through the use of Facebook. Privacy of Participants is a great concern for AgoraPulse and you commit to treat personal information collected through the Service as if it was your own.

#### 3.2 Compliance with Laws and Regulations

You acknowledge and agree that AgoraPulse's Service merely helps Affiliates publish their Applications and that the Service provides no safeguards that ensure that you operate your Application properly or legally. You further acknowledge and agree that you are responsible for providing Application rules, terms, conditions, privacy policies or statements and ensuring that your Application complies with applicable laws, rules, and regulations. You hereby represent, warrant, and covenant that you will comply with all applicable laws, rules, and regulations in the creation, operation and completion of your Application(s), including without limitation in connection with all advertising and marketing associated with your Application(s). You further represent and warrant that you will comply with all statements and promises made to Participants, except to the extent such

statements and promises violate applicable laws, rules, or regulations.

You agree to indemnify, defend and hold harmless AgoraPulse and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors from any and all third-party claims, losses, liability, damages and/or costs (including attorneys' fees and costs) arising from your use of the Service, your violation of these Terms of Service or any other agreement between you and AgoraPulse, your actual or alleged violation of any law, rule, or regulation associated with your Application(s), and/or infringement by any Participants in your Application(s), of any intellectual property or other right of any person or entity. AgoraPulse will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost. These Terms of Service will inure to the benefit of AgoraPulse's successors, assigns and licensees. This specific clause is not applicable to users having their principal place of business or residence in the states of Ohio and Oregon, USA.

### 3.3 Charges

For information about AgoraPulse's pricing policy, please visit [www.agorapulse.com/pricing](http://www.agorapulse.com/pricing)

### 3.4 Entire Agreement

These Terms and Conditions (including terms incorporated into them, e.g. the agreements, policies and guidelines referenced herein) and any policies and guidelines posted to the Service comprise the entire agreement (the "Entire Agreement") between you and AgoraPulse with respect to the use of the Service and supersede all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. This signed agreement shall have precedence over any and all other documents, agreements, guidelines, policies, and all other such documents.

## 4. Terms of service applicable to Facebook users entering an applications deployed by a Facebook Page using the AgoraPulse platform Requests for Your Personal Information

Affiliates using the Service may ask you for certain personal information (name, address, gender, date of birth, etc.) when you fill out the entry form for that Affiliate's Application. Providing this information is strictly optional. However, if you choose not to enter the information required by the Affiliate in its Application rules, then you may not be eligible to participate in the Application. Please

see each Affiliate's Application rules for entry requirements and other important details.

You acknowledge and agree that AgoraPulse may use any information you provide in an Application entry form available through and/or using the Service, for the purpose of aggregate analysis of the performance of the Applications conducted using the Service; to communicate with you (including without limitation by e-mail) about your use, misuse, and/or purchase of its products or services; to assist with legal proceedings if required by any court, law, regulator, and/or law enforcement agency; and, to send you e-mails about AgoraPulse's products or services, including for example, about other Applications available through the Service; and as otherwise permitted in AgoraPulse's Terms of Service and online policies. Additionally, if you add one of our social network applications, you will be agreeing to that social network's policy governing communications with application users. In accordance with such policies, we may contact you from time to time via notifications (or other similar communication methods within social networks) to let you know about AgoraPulse's products or services, including for example, about other Applications available through the Service.

#### 4.1 Access to Your Personal Information

If you provide personal information when completing the entry form for an Application being run using the Service, both the Affiliate running the Application and AgoraPulse will be able to view that personal data. (Affiliates may provide your personal information to parties assisting with its Application (e.g., providers of prizes); so please review each Affiliate's Application rules and privacy policy for details.) However, AgoraPulse is not responsible for such Affiliate's use of that personal data, nor any claims or damages that may arise from any such Affiliate's distribution of such personal data to others (e.g., prize providers). You acknowledge and agree that AgoraPulse shall not be liable or responsible for any use of your personal data by any Affiliate running any Application or any other third party. Please see each Affiliate's Application rules and privacy policy for details on how that Affiliate handles your personal information, including without limitation, information you enter in any Application entry form.

#### 4.2 Application Terms & Conditions

Each Affiliate running an Application using the Service is responsible for providing its own Application rules, terms, and conditions, and ensuring such Application complies with applicable laws, rules, and regulations. A link to the rules and terms and conditions for each Application is provided in the Application entry form. You will be required to agree to these rules and terms and conditions before you can enter each Application. It is important that you review those rules, terms, and conditions carefully before consenting to them. You acknowledge that AgoraPulse shall not be responsible or liable for any

Affiliate's or other third party's compliance or non-compliance with such rules, terms, and conditions or with applicable laws, rules, or regulations. All such matters are solely between you and the Affiliate offering the applicable Application.

#### 4.3 Facebook terms of service

In order to use the Service and participate into any Application, you need to comply with Facebook terms and services. In particular, you shall use your real identity in your Facebook account and shall not create multiple "fake" accounts. If you participate in any Application using a Facebook account not being your real identity, your participation will be disabled without further notice. All Facebook terms of service you should comply with are accessible here: <http://www.facebook.com/terms.php>

#### 5. Confidentiality Policy

Your privacy is important to us, be assured that we are doing our very best to protect it and avoid any misuse or abuse of your personal data. This Policy explains how your personal information is collected, used, and disclosed by AgoraPulse and its Affiliates.

An Affiliate is a Facebook Page Administrator who has installed the AgoraPulse Page Manager on his/her page and have installed one of AgoraPulse's applications on that Facebook page. You are probably seeing this privacy policy because you have installed, or are about to install, a Facebook application brought to you by one of our Affiliate.

Each Affiliate is bound by this Privacy Policy and commits to respect your privacy as well as we do.

If you have questions or complaints regarding our privacy policy or practices, please contact us at [contact@agorapulse.com](mailto:contact@agorapulse.com).

##### 5.1 What information do we collect?

We collect information from you in various ways when you use our applications. Information we may collect includes name, email address, birth date, gender, phone number, etc. At each time information is collected about you, you will be clearly informed about the type of collected information. No personal information will be collected without your explicit consent.

You can always refuse to provide personal information to us or our Affiliates but, most of the time, if you choose so, you will not be eligible to use the application.

The information collected is always collected in order to better address your needs. Spam with uninteresting content is not allowed on



AgoraPulse! :-) The information we collect will help us and our Affiliate to target messages that are really of interest to you.

Moreover, we respect the laws of the countries we are operating in and require our Affiliates to do the same. In countries where explicit email opt-in is a requirement, an opt-in checkbox is proposed.

In addition, when you visit our website and participate in one of our applications, some information may be automatically collected. For example, it is standard for your Web browser to automatically send information to every website you visit including ours. That information includes your computer's Internet Protocol (IP) address, access times, browser type and language, and referring website address. We may also collect information about your computer's operating system and information about your usage and activity on our website and applications. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' behaviors and to gather demographic information about our visitors and applications users.

#### Cookies

We may automatically collect certain information through the use of "cookies." Cookies are small data files that are stored on your hard drive by a Web site. Among other things, the use of cookies helps us to improve our website and your experience. We use cookies to see which content and features are most popular, to count the number of computers accessing our Sites, to personalize your experience, and to remember your preferences.

We may link the information we store in cookies to any personally identifiable information you submit while on our website. If your browser is set not to accept cookies or if you reject a cookie, you may not be able to access certain features or services of our applications.

#### Web Beacons

We and our Affiliates use web beacons that help us better manage content on our applications. web beacons are electronic images that may be used on our applications. A web beacon may be used on our applications to collect information, deliver cookies, count visits, understand usage and campaign effectiveness.

#### 5.2 Who can access your information?

There are only two companies who can access your information: AgoraPulse and the Affiliate who has installed the application you are participating in. Your information will never be sold or otherwise transmitted to third parties.

#### 5.3 How your information may be used?

AgoraPulse will only use your information for the purpose of aggregate analysis of the performance of the Applications conducted using the Service; to communicate with you (including without limitation by e-mail) about your use, misuse of its Service; to assist with legal proceedings if required by any court, law, regulator, and/or law enforcement agency; and, to send you emails about AgoraPulse's products or services, including for example, about other Applications available through the Service. We will keep your information strictly confidential and will not make any commercial use of it.

The Affiliate who has collected your information within the framework of the use of one of our application will use your information for demographic and statistical purposes.

It may use your information to contact you about a prize you may have won in a sweepstakes or any other type of contest.

It may also use your information to contact you by email to provide you with useful information about the Fan page it is operating.

#### 5.4 How is your information secured?

The security of your personal information is important to us. Our applications are all SSL ready as Facebook is progressively deploying SSL on its platform. So when you provide us any information using one of our applications, it will be encrypted if Facebook SSL is running on the concerned page.

AgoraPulse takes reasonable security measures to protect your personal information to prevent loss, misuse, unauthorized access, disclosure, alteration, and destruction. Please be aware, however, that despite our efforts, no security measures are 100% bulletproof.

AgoraPulse will only process and store information of Participants that are or were available to everyone via the social networks or were collected via opt-in forms. AgoraPulse warrants that the use of the Service as described in the TOS, does not require the transmission and collection of personal data. AgoraPulse warrants that it will not transmit or share any data with third parties without your prior written approval.

#### 5.5 How can you get your information changed or out of AgoraPulse?

You can request modification or deletion of your information at any time by sending an email to [contact@agorapulse.com](mailto:contact@agorapulse.com) with your first and last name and the URL of your Facebook profile.

### 6. Payment terms

Fees and any other charges for the use of the Service are described on the Site at: <https://www.agorapulse.com/pricing>. Fees may change from

time to time. If we change them, we will give you at least 30 days' notice before implementing the change. If they do change, your continued use of the Service after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees will not be applicable to the billing period in which the change occurs.

Fees paid to AgoraPulse for the use of the Service, unless otherwise specified in writing, are non-refundable. If your use of the Service is terminated by us because of your breach of these Terms, we will retain fees and charges paid by you for your use of the Service. If we terminate your use of the Service for any reason other than your breach of these Terms, we will refund your subscription fee on a pro rata basis.

The subscription to the Service is made on a monthly basis. You are free to terminate your subscription to the Service at any time by checking in on your AgoraPulse account and clicking on the "Account" tab. If you terminate your account before the expiration of a monthly period, you will not be refunded for the remaining of that period. If you upgrade or downgrade your account during a monthly period, the amount you owe for the next period will be adjusted pro-rata.

View our refund policy here:

<http://support.agorapulse.com/article/show/refund-policy>

Your contracting party for subscribing to Agorapulse is:

Agorapulse SAS  
17 rue Reaumur  
75003 Paris  
France  
Email: [contact@agorapulse.com](mailto:contact@agorapulse.com)

Agorapulse:

State of Oregon by and  
through DAS



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Alexandra Erman  
Printed Name

\_\_\_\_\_  
07/03/2017  
Date



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Signature

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Debbie Dennis  
Printed Name

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7/3/17  
Date