

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

IMI InternationalResearch Inc. (“**IMI**”), provides Services (as defined below) to you and your company through the access to and use of the SponsorPulse Insights Platform (the “**Platform**”) and the Services are provided to you subject to your acceptance of and compliance with the following terms and conditions (“**Terms**”).

By registering for an account, using this Platform, our website www.sponsorpulseimi.com (“**Website**”), or mobile application (“**App**”), accessing any content on this Platform, or by indicating your acceptance below by clicking, you acknowledge that you have read, accepted, and agreed to be bound to these Terms, which can be periodically updated. You, on behalf of your company, are responsible to review these Terms regularly. Your continued use of this Platform constitutes acceptance of changes to these Terms, and you waive any right to receive specific notice of changes to these Terms. If you do not agree to these Terms, do not access or use this Platform or the Services.

In addition, when using the Services, you will be subject to any posted guidelines or rules applicable to such Services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms. IMI reserves the right to change these Terms at any time without prior notice and your continued access or use of this Platform or the Services after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review these Terms regularly. These Terms were last updated on February 14, 2019.

2. DEFINITIONS

- (i) “**Agreement**” means these Terms of Service, Privacy Policy and any posted guidelines or rules applicable to such Services from the date of acceptance until the date of termination in accordance with the provisions of these Terms.
- (ii) “**Authorized User**” means the individual subscriber to the Service, or if the subscriber is a company, the employees of the company with authorization by the company to use the Service in accordance with these Terms and Privacy Policy.
- (iii) “**Confidential Information**” includes, but is not limited to, any confidential information relating to IMI’s business, software, software code, and any data on the Platform (including technical data), information, or knowhow that IMI considers proprietary or confidential or could reasonably be considered proprietary or confidential.
- (iv) “**Services**” means any software or services provided by IMI.

3. REGISTRATION OBLIGATIONS

To use certain areas of this Platform, you must first complete the registration process to create an account (“**Account**”) and select and register a unique user name and password (collectively,

“ **Credentials** ”). Your Account and Credentials are specific to you or your company only and may not be shared with or transferred to any other person. Each Authorized User of your company must have separate Credentials. You are solely responsible for maintaining the confidentiality of your Credentials and you will be held responsible for any harm caused by disclosing or resulting from any unauthorized use of your Credentials. You will immediately notify IMI if you know or suspect that your Account or Credentials have been used by any other person or company that is not an Authorized User.

During the registration process, you will provide true, accurate, current and complete information about yourself or your company as prompted by the Platform’s registration form (such information being the “ **Registration Data** ”). You agree not to misrepresent your identity or impersonate another. You will also maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or complete, or IMI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, IMI has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) by you. Individuals under 18 years of age cannot register on any portion of this Platform. By agreeing to these Terms of Use, you represent and warrant that you are at least 18 years of age and you agree to register for an account and use this Platform in accordance with all applicable laws and regulations.

IMI may act upon any communication that is given through your Account or by using your Credentials. IMI is not required to verify the actual identity or authority of a person using your Account or Credentials, but IMI may in its discretion at any time require verification of the identity of a person seeking to access your Account and may deny access to and use of your Account if IMI is not satisfied with the verification. If IMI, in its discretion, considers your Account or Credentials to be unsecure or to have been used inappropriately, then IMI may immediately cancel the Account or Credentials without any notice to you. You may be required to change your Credentials from time to time.

4. DESCRIPTION OF SERVICES

SponsorPulse is a consumerbased insights platform offering brands, properties and agencies possible sponsorship insights. SponsorPulse products include, but are not limited to, the ability to automate the delivery of a report on the potential reach and possible impact of inmarket sponsorships. The provision of the Services is subject to these Terms, the Services subscription or other terms you accepted when purchasing the Services.

5. PRIVACY POLICY

Your Credentials, Registration Data and any other information that you provide to us through this Platform, as well as certain other information about you, is subject to IMI’s [Privacy Policy](#). Your privacy is important to us. For more information, please see our [Privacy Policy](#) for details. We may transfer your information to third party service providers to assist us with carrying out purposes for which the information was collected, as provided in our [Privacy Policy](#) .

6. USE OF THE SERVICES

IMI allows Authorized Users to view materials and content provided on this Platform only for

your personal use or your company's use, only within this Platform and only for use to provide assistance for your inmarket sponsorships. You may download a single copy of the Platform to your computer or mobile device, provided you agree to be bound by our end user license agreement for such applications. You are only authorized to download materials and content provided on this Platform where the Platform specifies that you may do so. You may not remove any trademark, copyright or other proprietary notices from such copy nor modify the material or content in any way. Except as otherwise set out in these Terms, any copying or reproduction of this Platform's materials or content, in whole or in part, for commercial purposes or distribution, retransmission, republication, modification, reverse engineering, sale or other exploitation of this Platform or this Platform's materials or content without the prior written permission of IMI is strictly prohibited. IMI reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity and IMI reserves the right to suspend or terminate your access to any part of this Platform or the Services immediately, without prior notice, at its sole discretion. You are solely and fully responsible for all consequences, however remote, resulting from your use of this Platform or the Services.

You grant IMI an irrevocable, perpetual, royaltyfree license to use, copy, distribute, transmit, publicly display, reproduce, perform, edit, modify, prepare derivative works of or incorporate into other works, any materials uploaded to this Platform, including, but not limited to, photos, videos, data, text etc. You represent and warrant that you are the lawful creator and owner of any materials uploaded on this Platform or have a valid license or consent from the lawful creator and owner to upload the materials on this Platform. IMI may, at its sole discretion and without any notice to you, modify, remove, edit or block your content from this Platform at any time.

In addition to complying with these Terms, you agree to use this Platform, the Services and materials on this Platform for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of this Platform or the Services, in any jurisdiction of the world whose laws would: (i) void these Terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing this Platform illegal; are unauthorized to use this Platform.

You agree not to use the Services or this Platform in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; (ii) is unlawful or harms IMI, its service providers or any other user of this Platform; or (iii) may be considered defamatory, discriminatory, threatening, obscene or otherwise malicious or harmful to any person or entity or in violation of these Terms. You agree not to use the information on this Platform to upload, distribute or post viruses, worms, spam or other similar communications, to interfere with or compromise the security or integrity of this Platform, or conduct automated queries on this Platform.

7. INTELLECTUAL PROPERTY

IMI and **SponsorPulse**, and related words and logos, are trademarks or tradenames of IMI in Canada and other jurisdictions. IMI is also the owner in Canada as well as other foreign jurisdictions of additional trademarks, registered and unregistered. Nothing in these Terms or on

this Platform will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any such marks or names or any other intellectual property right of IMI. The names of other companies, products and services referred to on this Platform may be trademarks or tradenames of their respective owners. You agree not to use IMI's trademarks in any manner, without written authorization from IMI, including, but not limited to, as part of your username or email address. Any unauthorized use of the trademarks or tradenames of IMI or of third parties is strictly prohibited.

The materials provided on this Platform including, without limitation, all portions of this Platform, content, site design, text, graphics and the selection and arrangement thereof, are protected by intellectual property rights of IMI including, copyright and trademark. All rights reserved. Title to the IMI materials remains with IMI and any unauthorized use of such materials is strictly prohibited. IMI reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under intellectual property laws, including trademark and copyright law.

8. CONFIDENTIALITY

You agree to treat all Confidential Information as confidential and to keep the Confidential Information in strict confidence. You will not disclose to any individual, person, entity or unauthorized user any Confidential Information unless you receive express written authorization from IMI to disclose.

9. HYPERLINKS

Hyperlinks on this Platform are provided for your convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. IMI has no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

10. INDEMNITY

You will defend, indemnify and hold harmless IMI from and against any and all losses, damages, costs, expenses (including legal fees), claims, complaints, demands, actions, suits, proceedings, obligations and liabilities (including settlement payments) arising from, connected with or relating to your use of this Platform, its content or materials, or the Services or feedback, or your negligence, misconduct, or breach of these Terms. Notwithstanding the foregoing, IMI retains the right to participate in the defense of and settlement negotiations relating to any thirdparty claim, complaint, demand, action, suit or proceeding with counsel of its own selection at its cost and expense.

11. DISCLAIMERS

You understand and agree that:

- (a) Use of this Platform and the Services is at your and your company's sole risk. This Platform and the Services are provided on an "as is", "as available" basis. Neither IMI, its parent, subsidiaries, affiliates, nor any of their respective employees, independent contractors, representatives, agents, officers, directors or third party service providers

(collectively, “**IMI Parties**”) make any warranty or condition of any kind, whether express or implied, regarding this Platform or the Services and IMI Parties specifically disclaim the implied warranties and conditions of merchantable quality, fitness for a particular purpose and noninfringement of third party rights, to the maximum extent permitted by law.

- (b) The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.
- (c) IMI Parties make no warranties or conditions regarding the quality, reliability, timeliness or security of the Services or that the Services will be uninterrupted or errorfree. IMI provides the services on an “as is”, “with all faults” and “as available” basis. IMI expressly disclaims any and all warranties and conditions, express, statutory and implied. IMI Parties assume no responsibility or liability for the deletion or failure to store or access, or to store or access properly, email messages and electronic files. You assume the entire risk in downloading or otherwise accessing any data, files or other materials obtained from third parties as part of the Services, even if you have paid for virus protection services. You are solely responsible for any damage to your property, person or loss of data that results from the use of the Services or dealing with any user of the Service.
- (d) The access to and downloading of material from this Platform is done at your own risk. IMI makes reasonable efforts to ensure that this Platform is virusfree, but IMI does not at any time guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect your computer system and data and you are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Platform or the Services.
- (e) **IMI assumes no responsibility for any action, inaction or decision that you take based on use of this Platform or any other information available through or in connection with this Platform.**

12. LIMITATIONS OF LIABILITY

IN NO EVENT WILL IMI PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, LOSS OF SPONSORSHIP OR SPONSORSHIP OPPORTUNITY, LOSSES RELATED TO SPONSORSHIPS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY OR PARTIES AND CLAIMS OF THIRD PARTIES OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OF THIS PLATFORM OR THE SERVICES. IMI PARTIES WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT BY ANY THIRDPARTY MATERIALS AVAILABLE THROUGH THE SERVICES. IN NO EVENT

WILL THE CUMULATIVE LIABILITY OF IMI PARTIES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNT PAID BY YOU IN THE ONE MONTH IMMEDIATELY PRIOR TO ANY CLAIM. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, DELAY, CLAIM OR LIABILITY.

You acknowledge and agree that these Terms present a fair allocation of risk and liability, and that this Section 12 is an essential part of the bargain between you, your company and IMI, a controlling factor in setting any fees or other charges, and an inducement to the parties to enter into these Terms.

13. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, THE SERVICES, OR USE OF THE PLATFORM, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. PAYMENT, REFUNDS AND SUBSCRIPTION CHANGES

If you are a subscriber with a paid subscription to the Services, you agree to provide IMI with a valid credit card for payment of the applicable subscription fees. Incidental charges related to using the Services may be incurred by the subscriber, such as fees to access the Internet, data roaming, etc.

Subscribers will be charged on a quarterly basis (i.e. a quarter of the year) on the anniversary date of the initial subscription charge. Subscriptions are automatically renewed quarterly, which is the length of the subscription, until they become cancelled or terminated. All charges are final and nonrefundable.

Subscribers can cancel their subscription at anytime. Subscriptions cancelled prior to the end of the subscriber's current billing cycle will not be charged for the following cycle. Any changes to the subscription, including upgrades or downgrades will be automatically updated and reflected on the next billing cycle. Changes to a subscription may result in loss of access to features and content available through the Service.

No refunds or credits will be issued for partial periods of service or for periods unused with an active subscription.

You will be provided notice if fees for the Services you subscribe to are changed by way of an email, or in the form of an announcement on the Platform.

15. TERMINATION

IMI may in its sole discretion, and without notice to you, terminate your account and suspend or terminate your access to this Platform for any reason. IMI will not provide notice of suspension or termination if you or your company is in violation of these Terms or the Privacy Policy. IMI is not liable for any termination of your account or any suspension or termination of your access to your account.

16. GENERAL

These Terms, the Privacy Policy and all other notices, policies and statements contained on this Platform (all as may be amended by IMI from time to time without prior notice) constitute the entire agreement between IMI and you. These Terms cannot be modified except as described herein. Anything in this Platform inconsistent with these Terms is superseded by these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such Term or any other Term. If in any jurisdiction, any of these Terms are held to be unenforceable by a court of competent jurisdiction, such Terms will be restricted or eliminated to the minimum extent necessary and the remaining Terms will otherwise remain in full force and effect. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

These Terms and the subject matter of these Terms and all related matters will be governed by, and construed in accordance with, the laws and Courts of the Province of Ontario, Canada and the laws of Canada applicable in Ontario, excluding any laws that implement the *United Nations Convention on Contracts for the International Sale of Goods* or the United States Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Subject to the following paragraph, you submit to the exclusive jurisdiction of the courts of the Province of Ontario, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. IMI operates its services from its offices in Ontario, and we make no representation that the Services are appropriate for use in other jurisdictions.

These Terms have been drawn up in the English language at the express request of IMI. *Les présentes modalités ont été rédigées en anglais à la demande expresse de IMI.*

17. CONTACT US

We value your visit to this Platform and welcome any questions or comments you might have about this Platform, these Terms, or any of the products or services offered by IMI. Please refer

to the Contact section of this Platform for phone, email addresses and other ways to contact us.

- I accept and agree to be bound by these Terms with respect to the Services being offered and have read and understand the [Privacy Policy](#).**