

Welcome to the EPS Interactive report, the website and online free platform service of MSIntelligence Sarl, ("MSIntelligence," "we," or "us"). This document explains the terms by which you may use our online and/or mobile free platform service, website provided on or in connection with the free service (collectively the "Service"). By accessing or using the Service, you agree to be bound by this Terms of Use Agreement ("Agreement") and to the collection and use of your information as set forth in the MSIntelligence Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, members, contributors and others who access the Service ("Users"). This Agreement hereby incorporates the terms of the following additional documents, including all future amendments or modifications.

Please read this agreement carefully to ensure that you understand each provision.

## **1. Use of Our Service**

MSIntelligence operates a free of charge online analytic platform for its customers. We provide ready-made analytic results issued from Empty Packs Survey (EPS) a registered mark of market research also provided by MSIntelligence.

**Eligibility.** You may use the Service only if you can form a binding contract with MSIntelligence, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. By using the Service, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

License to use the MSIntelligence Service. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and as permitted by the features of the Service. MSIntelligence reserves all rights not expressly granted herein in the Service and the MSIntelligence Content (as defined below). MSIntelligence may terminate this license at any time for any reason or no reason.

You may not use the Service in violation of these terms or any laws or regulations.

## **2. MSIntelligence Accounts**

Your MSIntelligence account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a MSIntelligence account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.

You may never use another User's account without permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique username, password, or other security code. You must notify MSIntelligence immediately of any

breach of security or unauthorized use of your account. MSIntelligence will not be liable for any damages caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the settings in your account. By providing MSIntelligence your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service.

### 3. Service Rules

You agree not to engage in any of the following prohibited activities: (1) using the Service for any other commercial solicitation purposes; (2) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (3) interfering with the proper working of the Service; (4) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (5) bypassing the measures we may use to prevent or restrict access to the Service, (6) using any MSIntelligence Content including any MSIntelligence trademarks, in any manner that might tarnish, disparage, or reflect adversely on such MSIntelligence Content; (7) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with MSIntelligence trademarks; (8) copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of MSIntelligence.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason.

### 4. Our Proprietary Rights

Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify. Use of the MSIntelligence Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

Except for the User Content you provide to MSIntelligence, all materials on the Service are exclusively owned by us or our licensors.

### 5. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place MSIntelligence under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to

anyone. You further acknowledge that, by acceptance of your submission, MSIntelligence does not waive any rights to use similar or related ideas previously known to MSIntelligence, or developed by its employees, or obtained from sources other than you.

## 6. MSIntelligence Property

Certain aspects of the service may allow you to obtain certain reputational or status indicators (“MSIntelligence Property”). You understand and agree that regardless of terminology used, MSIntelligence Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at MSIntelligence’s sole discretion. MSIntelligence Property is not redeemable for any sum of money or monetary value from MSIntelligence at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of MSIntelligence on MSIntelligence servers, including without limitation any data representing or embodying any or all of your MSIntelligence Property. You agree that MSIntelligence has the absolute right to manage, regulate, control, modify and/or eliminate MSIntelligence Property as it sees fit in its sole discretion, in any general or specific case, and that MSIntelligence will have no liability to you based on its exercise of such right. All data on MSIntelligence’s servers are subject to deletion or alteration.

## 7. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection and use of your personally identifiable information as set forth in our Privacy Policy and to have your personal information collected, used and processed in Switzerland.

Your privacy is important to us and we only process your personal information in accordance with our Privacy Policy.

## 8. Security

MSIntelligence cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes.

## 9. No Warranty

The service is provided on an “as is” and “as available” basis. Use of the service is at your own risk. To the maximum extent permitted by applicable law, the service is provided without warranties of any kind, whether express or implied, including, but not limited to, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, MSIntelligence does not warrant that the content, including without limitation User Content, is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or

secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components.

You use MSIntelligence as-is and at your own risk. We don't provide any guarantees with respect to the Service.

#### 10. Dispute and Governing Law

For any dispute with MSIntelligence, you agree to first contact us at [support@MSIntelligence.com](mailto:support@MSIntelligence.com) and attempt to resolve the dispute with us informally. In the unlikely event that MSIntelligence has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any MSIntelligence claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration under the Commercial Arbitration Rules.

These terms are governed by the laws of Switzerland but don't exclude your rights under national commercial law. If we need to enforce our Intellectual Property Rights against you, you agree to have the issue resolved only in the courts of Switzerland and/or in the United States of America.

#### 11. General

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MSIntelligence without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

At, any amendments and any additional agreements you may enter into with MSIntelligence in connection with the Service, shall constitute the entire agreement between you and MSIntelligence concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and MSIntelligence's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.