

iCode™ Terms and Conditions

date of 31 March 2016

I) GENERAL PROVISIONS

- 1) The Website is operated by the Service Provider.
- 2) The Website is an internet technologies (ITC) platform which allows Users to create online Surveys based on the information provided by the User in a dedicated form available at the Website, to carry out Survey, and to purchase the Deliverables based on the results of the Survey. For this purpose, the Service Provider provides to the Users the tools available at the Website and provides services under the terms of the present Terms and Conditions and under the laws of the Republic of Poland.
- 3) The Website is available to all Users provided that the User's computer system meets the following minimum technical requirements:
 - a) Internet Explorer version 11.0 or later enabled JavaScript, and cookies; or
 - b) Mozilla Firefox version 38.0 or later enabled JavaScript, and cookies; or
 - c) Chrome version 48.0 or later enabled JavaScript, and cookies;
 - d) Minimum screen resolution of 1024x768 pixels;
 - e) Adobe Acrobat Reader installed.
- 4) The User of the Website is obliged to comply with the present Terms and Conditions.

II) DEFINITIONS

“Account” (also referred to as the “iCode™ account”) – collection of information stored on the Website and in the IT system of the Service Provider, relating to the User and to the Contracts concluded by him in order to receive the Deliverables, by using which User may create Survey, generate the link to the Survey, conclude Contracts, order the Deliverables and contacting the Service Provider;

“Account Holder” - legal person that is an owner of the Account and is the recipient of the Services obliged to pay for them.

“Content” – content posted by the User on the Website within the Tests created by the User, e.g. the words, pictures, photos and other elements. The possibility of posting such content is available solely to the Users, who have registered an Account, after logging on to the relevant Account;

“Contract” – the sales contract within the meaning of the Civil Code concluded through the Website between the User and the Service Provider. The User concludes the Contract with the Service Provider, separately for every single Survey, at the moment of clicking on the “GO LIVE” button. The present Terms and Conditions as well as the Privacy Policy and the consents given by the User during the registration process apply to the Contract in an appropriate range. The Contract shall be governed by the laws of the Republic of Poland;

“Deliverables” – the result (containing both declarative responses and reaction time scores gathered from the respondents who completed the Surveys processed accordingly to unique patent-pending method owned by NEUROHM) delivered to the User in one or more of the following forms: 1) interactive graphic (graphs) presentation on dedicated webpage within iCode™ Platform, 2) a dedicated unique link to graphic (graphs)

presentation on dedicated webpage available without logging in to the iCode™ Platform, 3) an excel file with respondent level data available for download from the iCode™ Platform, 4) a CSV file with respondent level data available for download from the iCode™ Platform.

“Force Majeure” – an external event independent of the parties of the legal relationship, that the party affected by the effect of the Force Majeure could not reasonably foresee, and whose occurrence could not be prevented and which prevents this party permanently or temporarily to exercise his rights or obligations, in particular on the basis of the legal relationship;

“Login” - User's e-mail address used during the registration process and during every usage of the User's Account. The e-mail address should be in accordance with the corporate e-mail address of a given Account Holder in name of which the Account is created;

“Password” – string of alphanumeric characters necessary to authenticate the User (identification of the User) in the process of obtaining access to the Account, determined individually by the User during the registration process of the User;

“Privacy Policy” - a set of rules regarding the processing and protection of personal data of the User which constitutes an integral part of the Terms and Conditions available at the Website;

“Query” - refers to any written question, statement, prompt, test, task, request or the like that the subject is presented with together with Stimulus and wherein the subject then makes some type of response to, depending upon the type of query presented.

“Service Provider” – NEUROHM Sp. z o.o. Sp.k, 9/2 Flory St., 00-586 Warsaw, Poland; registered in the National Court Register under the entry no. 0000449548, NIP no.: 7010369265;

“Service” – the service provided to the User by the Service Provider on the terms specified in these Terms and Conditions electronically within the meaning of Art. 2 point 4 of the Act of 18 July 2002 On the provision of electronic services (Dz. U. Nr 144, poz. 1204, as amended) which allows the User to create online Survey based on the information provided by the User in a dedicated form available at the Website, to carry out Survey, and to acquire the Deliverables based on the results of the Survey that have been processed accordingly to the methodology owned by Service Provider;

“Stimulus” – refers to a brand logo, product, picture, visual, person, video, commercial, ad, text, audio or the like that the subject is presented with together with query and wherein the subject then makes some type of response to, depending upon the type of query presented.

„Survey” – an online research based on the Test prepared by the User that is made accessible to the respondents via the link made available to the respondents by the User in a way chosen by the User to gather the responses in order to provide User with Deliverables.

“Terms and Conditions” – the present terms and conditions drawn up on the basis of art. 8 of the Act of 18 July 2002 on the provision of electronic services (Dz. U. Nr 144, poz. 1204, as amended);

“Test” - a set of queries specified by the User, using the functionalities available at the Website.

„**User**” – a legal person or a natural person duly authorized to represent the legal person who has attained the age of 18 years, who could acquire rights and incur obligations on behalf of the legal person, which uses the Website, All actions taken by the User are considered as also taken by Account Holder;

“**Website**” - a website run by the Service Provider, available at <http://implicit-code.com> through which User can create online Tests based on the information provided by the User in a dedicated Form available at the Website, to carry out Survey based on the Test and to acquire the Deliverables based on the results of the Test in accordance with the rules set out in the present “Terms and Conditions” and to storage the stimuli in cloud base storage space connected with the Account;

III) REGISTRATION

- 1) In order to use the Website, new User has to register by creating an iCode™ account in the name of Account Holder that such User represents by clicking on the “Register” button on the main page. All the Users who already have an iCode™ accounts need to login by providing their e-mail address and password.
- 2) In the process of registering an Account, the User individually creates and enters a Password and as a login the platform uses e-mail address.
- 3) User creates the Account in the name of Account Holder by providing the following information: name of the company being the Account Holder, name and surname of company representative (individual person – User), corporate e-mail address of the User to serve as login, individual password set by the User,

country and a tax code of Account Holder.. The User is required to provide all the necessary data to register the Account.

- 4) USER, acting on behalf of his own name and as the legal representative of Account Holder, needs to accept present Terms and Conditions by clicking on the checkbox “I accept the Website’s Terms and Conditions”, on the checkbox “I accept the Website’s Privacy Policy” as well as to give theirs consent concerning the data processing by the Service Provider by clicking on the separate checkboxes.
- 5) The required consent necessary to create an Account and to conclude the Contract is the consent to the processing of the personal data of the User by the Service Provider for the purposes of registration and management of the Account assigned to the given Account Holder represented by the given User and to conclude the Contract. The User is required as well to accept the checkboxes confirming the fact of becoming acquainted with the present Terms and Conditions and Privacy Policy.
- 6) The Account, the Account Holder and the representation of the Account Holder is assigned to the User. The User has the right to register only one Account in the name of one Account Holder.
- 7) The Account is available for the people who will log on to the Account using the correct Login and Password. The User holds the full liability for the consequences of making password available to the third parties, including responsibility for the Content posted by those third parties or any obligations and liabilities caused by such third parties. The Contract concluded in connection with ordering a Deliverables that are filed by third parties using the Account, for reasons not attributable to the Service Provider, is considered to

be concluded on behalf of the Account Holder and shall be binding to both the Account Holder and the User.

- 8) Once the Account is successfully created and the User is logged in, the User has access to the Account's desktop and the following features are available:
 - a) The option to create new Test;
 - b) The following options to manage the Test already created by the User:
 - (i) checking
 - (ii) editing
 - (iii) duplicating
 - (iv) deleting
 - (v) ending the fieldwork
 - (vi) starting (go-live)
- 9) The Service Provider reserves the right to remove the Account if User, Account Holder or the Account itself fails to comply with the present Terms and Conditions, Privacy Policy, binding law, the commercial practices in specific field or morality, as well as in the case of adopting any other doubt as to the authenticity and legality of the Account.

IV) CREATING A NEW TEST

- 1) In order to create a new Test the User has to click on the "Create a new test" and then follow the steps listed below – from the step "START" up to the "FINISH" (as described in the points 2.2.-2.7. of the present Terms and Conditions).
- 2) STEP START

- a) The User has to provide the general information (*general info*) regarding the Survey such as:
 - (i) test name;
 - (ii) category (drop-down menu);
 - (iii) country (drop-down menu);
 - (iv) language (drop-down menu).

3) STEP 1

- (i) The User has to indicate the topic of the Test, choosing between available options; examples of available topics are as follows¹:
 - brand;
 - product design;
 - people.

4) STEP 2

The User has to indicate:

- a) how many stimuli (e.g. brands, product designs or people) will be tested ;
- b) how many queries will be tested for each brand, product design or person tested
- c) the number of items is limited by the previously stated number of (a) stimuli multiplied by the number of (b) queries, total number of stimuli times queries cannot exceed 60, (e.g. the User can have 3 brands with 20 statements or 6 brands with 10 statements each);
- d) the User can type in the statements for the test or choose from the list of recommended ones.

¹ Other categories will be available as the platform develops.

5) STEP 3

- a) In this step the User is asked to upload the stimuli selected for the Test. The User may select and upload those stimuli (in form proper for the topic: e.g. pictures for brand, product design or people) from his mobile device or from iCode™ cloud (previously uploaded). User is obliged to make sure that all the uploaded materials are in good quality – suitable for the test, that are displayed correctly and do not infringe any laws, in particular copyrights or rights protecting respondents in a given country. User should supervise all the materials and remove all irregularities.

6) STEP 4

- a) The User has to indicate:
 - (i) the total number of respondents,
 - (ii) decide if the gender of the respondents that will have access to the Test should be monitored – if yes, then User has to indicate the percentage of female and male respondents,
 - (iii) decide if the age of the respondents that will have access to the Test should be monitored – if yes, then User has to indicate the respondents' distribution into two age groups.

7) FINISH – SUMMARY

- a) After putting in all the necessary information to the Survey, a summary presenting all the selected options is created.

- b) The User can check how much time or how many statements can be still used within the Test (up to the limit described in point 2.4. sub-point c)-
- c) The User can add a new part to the Test that will take place under the same link (in that case steps from START to STEP 4 have to be repeated for this new part).
- d) The User can modify the instructions for the created Test.
- e) The User can modify the scale for the created Test.
- f) The User can check the created Test.
- g) At the end of the process, User can press the “SAVE AS READY TO GO” button to finish the process of creation of the Test or User can press “GO LIVE” button to make the Test available online and to start recording the data.
- h) Once the Test is created in accordance with the procedure described in Point 2 above, it will automatically appear on the desktop. If it was finished by “SAVE AS READY TO GO” button, the Survey will appear under “ready to go” bookmark on the Website’s desktop. If it was finished by GO LIVE button, the Running the Survey process will start. If the process of survey creation was interrupted and neither of the buttons “SAVE AS READY TO GO: nor “GO LIVE” button was pressed the survey will appear under the “draft” bookmark on the Website’s desktop.

V) RUNNING THE SURVEY

- 1) Once the Survey is prepared, the User wishing to proceed will have to click on the “GO LIVE” button which will appear either during the Test creation process at the FINISH step or on the Website’s desktop next to the created Test visible under the bookmark

“ready to go” (to start new Survey) or under the bookmark “completed” (to re-run a test that is ended).

- 2) Once the “GO LIVE” button is clicked, a pop-up window will appear enabling the User to click on the button “Accept” in order to confirm his consent for the present Terms and Conditions and the Privacy Policy.
- 3) By clicking on the “GO LIVE” button the User concludes the Contract with the Service Provider and obliges the Account Holder to pay the remuneration for the Deliverables.
- 4) Once the Terms and Conditions and the Privacy Policy are accepted, the link to the Survey is created and ready to be distributed to the respondents to begin the data-gathering process.
- 5) The User can distribute the link to the respondents for example:
 - a) via the social network selected by the User (e.g. by his mailing list, his Google+ account, Twitter account, LinkedIn account, Facebook account or by other social media pages); and/or
 - b) via the professional panel provider – in such case a link to a dedicated website with all the necessary information is provided. User is obliged to contact the panel provider of their choice on their own. Service Provider shall not be held responsible in any way for the use of Panel provider and their services.
- 6) Once the Survey acquires the “In progress” status, the progress bar is visible on the desktop next to the details about the Survey.
- 7) The moment in which the Survey gathers either the number of respondents indicated by the User or whenever the User decides to end the Survey before gathering the indicated number of

respondents by pressing the “END” button, the Survey is moved to the “Completed” section.

- 8) Access to the Deliverables become possible for the User once the Survey is completed or once the User requires the Deliverables by pressing “See the results” button from the roll-down menu on the Website’s desktop, provided that minimum 10 respondents were gathered and the payment for the Survey has been accepted using the available options for the User.

VI) PAYMENT

- 1) After pressing “see the results” button the payment request is provided in form of pop-up window with the option to select the payment method INSTANT PAYMENT or INVOICE PAYMENT.
- 2) The INSTANT PAYMENT option enabling payment via credit card is available to most Users and the icon redirecting to the payment module operated by the Third Party is displayed to enable payment.
- 3) The INVOICE PAYMENT icon is inactive unless a given User contacts the Service Provider and send the request for deferred payment option. Deferred payment option can be granted to the USER solely on the Service Provider decision after the contact and Service Provider retains the right to deny any of such request at no reason. If the User was accepted by the Service Provider and deferred option was granted the DEFFERED PAYMENT icon becomes active and User can use it as a payment option. Once the Deferred option is chosen the obligation to pay for the Deliverables is required due to the issued invoice and within the due date presented on the invoice.
- 4) The invoice is generated when the User chooses payment option.

- 5) The Deliverables are made available to the User once the given payment procedure is completed.

VII) OTHER RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 1) The Service Provider shall not be liable for the Content posted on the Website by the User or stored otherwise on the Account.
- 2) The Service Provider undertakes to take all steps necessary to ensure the correct operation of the Website and undertakes to remove any irregularities in functioning of the Website without undue delay.
- 3) The Service Provider is obliged to examine all complaints made by the User in respect to any irregularities, failures or interruptions in the provision of Services and operation of the Website, within no more than seven (7) days, and in justified cases within up to thirty (30) days.

VIII) RIGHTS AND OBLIGATIONS OF THE USER AND ACCOUNT HOLDER

- 1) The User is obliged to:
 - a) use the Website without disrupting its operation,
 - b) refrain from any actions such as sending or posting in the Website unsolicited commercial information, taking steps aimed at acquiring possession of legally protected information, of which the User was not a recipient,
 - c) to use the Website in a manner consistent with the law of the Republic of Poland, the provisions of the present Terms and Conditions and of the Privacy Policy, as well as those adopted in the commercial practices in specific field,
 - d) to avoid providing and transferring the content prohibited by applicable law.

- 2) The User has the right to inform the Service Provider of any breach of his rights, as well as of any case of violation of the rules set down in the Terms and Conditions or in the Privacy Policy.
- 3) The User has the right to inform the Service Provider of any irregularities, failures or interruptions in the functioning of the Website or of the inadequate quality of the services provided on the Website.
- 4) The User has the right to remove the Account that he created and has the right to terminate using the Website at any time. To that end the User has the right to terminate the contract for the provision of the services. After the termination of the contract with immediate and permanent effect all Surveys, uploaded content and Deliverables become unavailable for the User or Account Holder.
- 5) The obligation to pay for the Services of the Service Provider created before the Termination of the contract survive this termination and Account Holder is obliged to pay the remuneration for the provided Deliverables.
- 6) The obligations created by User or Account Holder in regard to Third Parties created in relation with Services provided by Service Provider shall be resolved solely by User or Account Holder and Service Provider holds no responsibility or liability to such obligations.
- 7) Any questions, objections or complaints concerning the irregularities, failures or interruptions in the provision of Services or the functioning of the Website shall be submitted on [icode@neurohm.com].
- 8) Some messages sent to the User by the Service Provider by e-mail are automatically generated by the ICT systems of the Service

Provider. This kind of automatically generated messages will bear the appropriate mention (with the content "Message generated automatically. Please do not reply." or similar). The User hereby acknowledges that the Service Provider does not have the opportunity to review the content of any information that the User would send in return, that is to say by sending an e-mail in a response to that automatically generated e-mail sent by the Service Provider (on the e-mail address from which such automatically generated e-mail was sent). Therefore, before sending any messages addressed to the Service Provider the User must make sure that he directs such correspondence to the correct e-mail address provided by the Service Provider as a valid correspondence address. In case of any doubt the information about the correspondence address of the Service Provider can be found on the Website or www.implicit-code.com.

- 9) The User hereby undertakes that in connection with the use of the Website he will not:
- a) violate the Terms and Conditions;
 - b) provide data which is misleading or infringes the rights of third parties;
 - c) violate property rights or personal rights of the Service Provider or of any third parties, in particular the personal rights of other Users;
 - d) take any actions which are not conform with the present Terms and Conditions, good customs or applicable law.
 - e) conduct any statistical and mathematical computations or actions that might be treated as a reverse assembling, reverse compiling or reverse engineering or otherwise translating Service Provider Intellectual Property Rights.\

- 10) In the event of a breach of any of the obligations resulting from the present Terms and Conditions by the User or third parties using his Account, the Service Provider, without prejudice to any other rights which he may exercise, in such cases resulting from the provisions of the Terms and Conditions or applicable law, may terminate the Contract concluded with the User with the effect at the end the calendar month in which the statement of the Service Provider concerning the termination of the Service is delivered to the User by e-mail (the date of effectiveness) and under fourteen (14) days of notice (which is counted from the date of effectiveness).
- 11) Account holder can contact Service Provider in order to report infringement from the User side and request for termination of the account.

IX) CONTENT

- 1) The registered User may post the Content.
- 2) The User is required to obtain all the necessary rights and consents allowing him to use selected Content within the Survey. The User holds the sole responsibility for any intellectual property, industrial property or any other rights' infringement resulting from and related to the use of selected images within the Test.
- 3) The User hereby acknowledges and agrees that the Website does not constitute the forum for the publication of any content, but is used to create the Tests, share them in a form of Survey concerning brands, product designs or people and the respondent's answers including opinions, comments and evaluations, and to acquire the results of the Survey in the form of Report. Therefore, all Content shall comply with the law and morality and by using the Website the User acknowledges and agrees that the permitted Content:

- a) is for informational purposes and does not constitute advertisement within the meaning of the Act of 16 April 1993 on Unfair Competition (Dz. U. z 2003 r., Nr 153, poz. 1503, as amended) and the Act of 23 August 2007 r. On counteracting unfair market practices (Dz. U. Nr 171, poz. 1206 as amended),
 - b) does not infringe the copyright of any third parties, in particular, does not constitute plagiarism of other works,
 - c) does not contain email addresses of private individuals, instant messaging numbers of private individuals, etc.,
 - d) does not contain words commonly regarded as vulgar,
 - e) is not offensive and does not constitute a threat,
 - f) does not violate good customs or the personal rights of neither individuals nor legal persons,
 - g) is not in conflict with the interests of the Service Provider and, in particular, does not refer to the entities engaged in activity that might be considered as competitive in relation to the activity of the Service Provider
 - h) is not contrary to the provisions of the present Terms and Conditions or the Privacy Policy and does not contain other content prohibited by applicable law;
- 4) The User has the right to inform the Service Provider of any breach of his rights, as well as of any case of violation of the terms of the present Terms and Conditions or Privacy Policy by posted Content.
 - 5) Any objections concerning the Content shall be reported by the User on the following e-mail address: icode@neurohm.com.
 - 6) The Service Provider reserves the right to remove or not to publish the Content in the event of non-compliance with the present Terms and Conditions, the Privacy Policy, binding law or morality. The Service Provider reserves also the right of blocking the possibility

of publishing Content by the Users frequently violating provisions of the present Terms and Conditions in particular as a result of receiving official notification or obtaining from the interested party a reliable information about the unlawful nature of the Content posted.

X) COPYRIGHT

- 1) The Website and all methods and methodologies used to provide Deliverables are protected by copyright. Any rights not expressly granted to the User under the provisions of the Terms and Conditions are reserved. The Users are allowed to use the works and databases contained on the Website only to the extent of the fair use as specified in the provisions of the Act of 4 February 1994 on Copyright and Related Rights and the Act of 27 July 2001 on database protection. In particular, in other cases than those specified in these Terms and Conditions, making available for commercial purposes is prohibited unless otherwise specified in the present Terms and Conditions.
- 2) At the moment of finalizing the payment of the remuneration, as specified in the point VI) above, the Service Provider grants the User a non-exclusive license to the Deliverables. The license is granted to the fields of exploitation as defined in art. 50 of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text. Dz. U. of 2006., No. 90, item. 631, as amended). Separate forms of exploitation are in particular:
 - a) with regard to fixing and reproducing a work - producing copies of a work using a specific technique, including printing, reprographic, magnetic recording and digital techniques;

- b) with regard to circulating the original or copies on which the work is fixed - putting into circulation, lending or renting the original or copies;
 - c) with regard to distributing the work in a manner different from that set forth in point b above – public performance, exhibition, screening, retransmission and broadcasting and rebroadcasting, as well as making the work available to the public in a manner allowing anyone to access it in a place and at a time selected by that person.
- 3) The Service Provider reserves the right to the raw data gathered during the Survey on all fields of exploitation known at the time of conclusion of the Contract, in particular on the fields of exploitation as defined in art. 50 of the abovementioned Law on Copyright and Related Rights listed above.
 - 4) If the Content posted by the User constitutes a work within the meaning of the abovementioned Law on Copyright and Related Rights, the User posting Content on the Website at the time of their fixation (even unfinished) grants the Service Provider a non-exclusive, royalty-free, non-transferable license to use such works, which includes in particular the publication of works on the Website. The license is granted to all fields of exploitation known at the time the contract for the provision of services, in particular for fields of use as defined in Art. 50 of the abovementioned Law on Copyright and Related Rights as listed above.

XI) LIMITATION OF LIABILITY

- 1) Service Provider shall not be held responsible for the use of Platform, Surveys, Tests, and Deliverables in the activities of User or Account Holder or any Third parties.

- 2) Service Provider shall not be liable to the User or Account Holder for lost profits or revenues or other speculative economic loss, including consequential, special, punitive or other similar damages, arising from or related to this Contract,

XII) FINAL PROVISIONS

- 1) The present Terms and Conditions are available at the Website.
- 2) In the event that any of the individual provisions of the Terms and Conditions shall be deemed invalid or unenforceable, the invalidity or ineffectiveness of this provision shall not affect the validity or enforceability of the remaining provisions of the Terms and Conditions. The Service Provider shall endeavor to replace the invalid or unenforceable provision by a new provision which is consistent with the law in force.
 - a) Pursuant to the art. 6 of the Act of 18 July 2002 On the provision of electronic services (Dz. U. of 2002., Nr. 144, poz. 1204, as amended), the Service Provider shall inform the User at his request, in the form chosen by him, of the specific risks related to the use of any services provided electronically.
 - b) The court competent for any disputes arising from the present Terms and Conditions, and from the Contract shall be the court competent materially and locally.
 - c) The Service Provider is entitled to unilaterally amend the Terms and Conditions in the following events: (a) the circumstances of Force Majeure, (b) changes in the regulations in force applicable to the provision of electronic services or to the distance transactions, (c) changes in the offer of the Service Provider presented on the Website, provided that such amendments to the Terms and Conditions are intended to

adjust the wording of the Terms and Conditions to the offer. The Service Provider will notify the User of any change of the Terms and Conditions, in the form of a message sent to the email address provided by the User to the Service Provider. The Users will be bound by the provisions of the new Terms and Conditions on the date of notification about changes in the Terms and Conditions. Amendments to the Terms and Conditions in so far as they relate to the Contract do not alter the content of the Contracts concluded before the amendment of the Terms and Conditions.

- d) The User hereby declares that he has read the Terms and Conditions and the Privacy Policy, that he understands the content of those documents and fully accepts it and undertakes to comply with their provisions.
- e) The present Terms and Conditions come into force on 31 March 2016.