

## General Terms and Conditions (GTC)

---

The subsequently listed General Terms and Conditions are valid exclusively for the data and services provided by ArgYou "Find Engine" with keywords. For measurements of websites, competition analyses, campaigns or ordered measurements of online shops as well as all other measurements the standard GTC of ArgYou Ltd. apply.

### Provider

1. The provider of these impact data (measured, validated demand data on search engines and social media pages based on keywords) at the order of clients from the whole world is ArgYou Ltd., Zugerstrasse 74, CH-6341 Baar (Switzerland).
2. ArgYou Ltd. is a joint stock company listed in the trade register of Zug.
3. ArgYou.com (Arguments for you), including logo is a registered and protected trademark.

### Object of contract

The GTC settle the trade relations, use, sale and all further utilisation/valorisation of services and keywords in connection with the ArgYou find engine of ArgYou Ltd.

### Offer

By means of the ArgYou find engine, ArgYou Ltd. offers clients the possibility of carrying out beforehand their own measurements of electronic data collections in the form of keyword surveys in order to determine their relevance on search engines and social media. This enables them to evaluate independently and proactively the neutral effectiveness of online marketing channels and of the respective contents (in 120 countries and 29 languages).

### Services

4. For keyword surveys only current data will be measured via APIs of search engines and social media channels (URLs). The measurements are carried out for a period of thirty days backwards from the actual date.
5. ArgYou Ltd. may, without stating the reason, decline to carry out a keyword survey and decide to refund money previously paid, minus a processing fee of 5% (e.g. in the case of an immoral or illegal association or presentation or use in any form).
6. The service consists above all in supplying the user or client with a means for a survey of the keyword market.
7. For technical reasons, keyword credits (keywords not used) expire one (1) year after activation. Three months before the expiry date the client/user receives a reminder by mail from ArgYou Ltd. about the status of still available and unused keywords.

Free keywords which have been provided by ArgYou Ltd. for tests reasons, expire after 3 months and can be removed from the Find-Engine without alerting the user.

8. Contracts may be concluded for monitorings of keyword searches for a limited duration or for quantitative monitorings. Quantitative monitoring consists of a certain number of keywords searched during a defined time period and with a given frequency. Those services are offered only separately and on special demand.
9. Upon conclusion of a contract for a monitoring for a limited duration, the use of the keywords is limited to that duration.
10. Contracts for monitorings concluded for a certain minimum duration may, upon request, be renewed and automatically extended.

### Prices

ArgYou Ltd. keyword analyses are complicated, technically very demanding and costly measurements which are conducted individually (country, language etc.) according to the client's entries.

11. The currently valid prices are listed at the registration under „Buy more keywords“. The prices are inclusive of Swiss VAT and in the currency of the offer or the agreed order. Payments are to be made online by means of credit card at the time of placing the order or, in the case of billing, to be made in advance pure net, without any deductions.
12. Every free or paid-for use of keywords of the ArgYou find engine is considered an order placed and therefore binding and subject to the present GTC.
13. For clients outside Switzerland the order is deemed acknowledged by ArgYou Ltd. only after payment of the amount due has been credited to its account.
14. Online credit balances of below CHF 500 can be used exclusively in the form of keyword surveys and are non-transferable. If sums of more than CHF 500 paid in advance for online credit balances in the form of keywords are reclaimed, a processing fee of 10% on the amount exceeding CHF 500 will be deducted or billed.
15. Unauthorised use or unwarranted technical interference with the website of the ArgYou find engine result in the immediate blocking of access to the site. ArgYou Ltd. expressly reserves itself the right to take action for damages against such users.

### Realisation of contract

The contract is realised through the login of the user/client. Having been able to test a number of keywords free of charge, a user may order or buy further keyword surveys online or directly from ArgYou. The contract is valid as soon as the user/client uses the ArgYou find engine. This applies in particular also to online users who use the find engine without payment.

#### Liability / Warranty

16. In the case of any failure to retrieve data no liability arises for ArgYou Ltd. Data security and data protection are guaranteed. In the event of a delay in the supplying of paid data of more than two days after receipt of payment, ArgYou Ltd. owes the client a delay penalty of 0.65% on the sum paid for keywords or services. However, this applies only if the client claims damage for the delay which occurred. Given the nature of the internet, statistical inaccuracies in individual keyword surveys must be accepted by the user.
17. ArgYou Ltd. cannot be held liable for malfunctioning or non-functioning infrastructure of the client or his provider or for other technical problems on the client's side.
18. Moreover and as far as legally possible, ArgYou Ltd. excludes any liability towards the client or orderer.

#### Copyright & Data Security

19. Every measurement carried out by ArgYou Ltd. is unique and produced explicitly for the sole use of the individual client. The survey results of ArgYou Ltd. are protected by copyright. All forms of copying, duplicating, re-selling or distributing in part or as a whole, also in digital form, are strictly forbidden without explicit permission from ArgYou Ltd.
20. The ArgYou Ltd. keyword surveys are valid and reliable for the entire online market defined by the user's origin (country, language) and are not comparable with data of individual suppliers (search engines, social media or agencies).
21. By registering and login on the find engine the user authorizes ArgYou Ltd. automatically to use the indicated e-mail address for dissemination of communication contents, new features and any information concerning technical changes. If the user wishes to unsubscribe from the find engine mailinglist later, he will be automatically blocked and removed from the find engine.
22. ArgYou Ltd. itself is entitled, within the scope of its business activities, to publish its measurements anonymously in part or as a whole or to use them as examples for reference.
23. Compliance with data protection requirements is guaranteed in accordance with the Swiss Data Protection Act.

#### Jurisdiction

24. This agreement is subject to Swiss law. The place of jurisdiction for all disputes arising out of it is Zug.
25. By ticking the box in the online form and by making use of any of the services offered by ArgYou Ltd. the client confirms to have read, understood and accepted the present GTC.

Baar, online version, January 7<sup>th</sup>, 2017.