

Please read these Terms and Conditions ("Agreement" or "Terms and Conditions") carefully before using the Viewhoo.com website (the "Site") and the services and software or any updates, supplements, internet-based service and support services for this software available on or at the Site (shall be interpreted together with the Site, the "Service").

The Site and the Service is provided by Brandlift, Ltd. ("Brandlift", "us", "we", or "our") a company incorporated under the laws of Hungary, having its registered seat at 1036 Lajos str 130. Budapest, Hungary, Company Registry Number: 01-09-948980, Tax Number: HU23014028

This Agreement sets forth the legally binding terms and conditions for your use of the Service at Viewhoo.com.

The Service is subject to your ("you") acceptance without modification of all of the terms and conditions contained in this Agreement and all other operating rules, policies and procedures that we may publish on the Site. By accessing or using the Service in any manner, including, but not limited to, visiting, browsing the Site or using the Service you agree to be bound by these Terms and Conditions. Capitalized terms are defined in this Agreement. BY USING THE SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

## Intellectual property

"Content" means all data and any other materials displayed on the Site or connected with the Service, in particular the software on which the Service is based. The Content may contain omissions, errors, or may be out of date. We reserve the right to change, delete, or update the Content at any time without providing further notice. All Content that appears as part of the Service remains the property unless the Content is provided by a third party which retains the rights on such Content.

Except as expressly provided in these Terms and Conditions, no Content may be copied, reproduced, republished, licensed, leased, rented, downloaded, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way without our express prior written consent unless it is expressly allowed by the Service. The results of any benchmark test are intended to your use only.

The Content, any part of the Service and its functionality and "look and feel" are owned, controlled or licensed by or to us and is protected by copyright, trademark laws, and various other intellectual property rights and unfair competition laws.

## Availability

The service is provided on an “AS IS” and “AS AVAILABLE” basis. WE PROVIDE NO WARRANTIES AS TO THE FUNCTION OR USE OF THE SERVICE INCLUDING SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE INCLUDING THE SOFTWARE IS WITH YOU. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE INCLUDING THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE OR OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

To use the Site and benefit from our Service, you must create an account by filling out a registration form and by providing us with the required information. You agree to provide us with complete and accurate information upon registration and to keep such information accurate and up-to-date. You are advised to keep your login details strictly confidential and to refrain from disclosing these to any other third party. We shall not be held responsible for unauthorized access to your account. If you created an account you agree that we may display your website url (any url shown on your Viewhooo profile), company or brand name, company or brand logo on the Site as reference.

## Conditions

Certain parts of the service are only available for Users if they create an Account on Viewhooo.com. In order to create an account a password, a username and a valid email address must be provided by the User.

You must not use the Service to harass, threaten, impersonate, or intimidate anyone.

You must not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.

You must not upload, post, email, transmit, publicly perform, or otherwise make available any content that violates the copyright, trademark, publicity, privacy, or other rights of third parties. You must comply with all intellectual property and other laws applicable to your use of the Service.

You must not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “chain letters,” “pyramid schemes,” “spam,” “affiliate links,” or any other form of solicitation.

You must not transfer any worms or viruses or any code of a destructive nature.

You must not violate any laws applicable to your use of the Service (including but not limited to intellectual property laws).

You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.

You must not use the Service, or any gamified presentation produced on or using the Service, to falsely suggest an affiliation, sponsorship, or endorsement of Viewhoo for the topic and/or creator of the presentation.

You must not share your Viewhoo account with any other person.

You may not use the Service if you are under 14 years of age. You represent that you are 14 or older, and that you will not permit a minor under the age of 14 to use the Service, your Viewhoo account, or otherwise interact with the Service. Viewhoo will never knowingly solicit or accept personally identifiable information or other content from a user or visitor who Viewhoo knows is under 14 years of age. If Viewhoo discovers that a user under 14 years of age has created an account, or that a user or visitor under 14 years of age has posted personally identifiable information or other content to the Service, Viewhoo will terminate the account and remove the information or other content.

Users between 14 and 18 (each a “Teen”) may not access or use the Service unless (i) both the Teen and their parent or legal guardian have first agreed to these Terms of Service; and (ii) the Teen uses an account established by their parent or legal guardian, under such parent or guardian’s supervision, and with such parent or guardian’s permission. If you permit a Teen to use the Service, you hereby agree to these Terms of Service on behalf of both yourself and the Teen. You further agree that you are solely responsible for any and all use of the Service by your Teen regardless of whether such use was authorized by you.

## Licenses of the Content

In order to provide the Service we need certain licenses from our Users. These are to host, store and display the Content created with Viewhoo.

You hereby do and shall grant to Viewhoo (and its successors, assigns, and third party service providers) a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable, and transferable license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the content SOLELY FOR THE PURPOSE of providing you, and those with whom you have shared your presentations, with the Service.

Once a User sets a Content private it is not visible to other users or 3<sup>rd</sup> parties, only the ones who has direct access (shared link) to the Content.

Public content is available for all the Users of the Site and the Service.

# Payments

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards.

Viewhoo uses the 3rd party payment platform, [Stripe](#), the Stripe API, and in conjunction, your Stripe account to process credit and debit card transactions for your Viewhoo account. Viewhoo is a “Partner Application” as defined in the Stripe Terms of Service.

By using Viewhoo and agreeing to the Viewhoo Terms and Conditions, You also agree to be bound by [Stripe's Terms of Service](#).

You expressly understand and agree that Viewhoo shall not be liable for any payments and monetary transactions that occur through Your use of the Service. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that Viewhoo shall not be liable for any issues regarding financial and monetary transactions between You and any other party, including Stripe.

You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or Stripe. Viewhoo is not liable for loss or damage from errant or invalid transactions processed with Your Stripe account. This includes transactions that were not processed due to a network communication error, or any other reason. If You process a transaction, it is Your responsibility to verify that the transaction was successfully processed.

You understand that Viewhoo uses the Stripe API to run the Service and that the Stripe API is subject to change at any time and such changes may adversely affect the Service. You understand and agree to not hold Viewhoo liable for any adverse affects that actions (whether intentional or unintentional) on the part of Stripe may cause to Your Stripe account, Your Viewhoo account, or Your business.

You must not process stolen credit cards, or unauthorized credit cards through Stripe and/or Your Viewhoo account.

# Disclaimer

Other than the expressed warranties below of these Terms and Conditions we make no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or other violation of rights. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Service's Contents or otherwise relating to such Contents.

# Warranties

We warrant and represent to you that:

- the Service is provided in accordance with applicable laws and regulations;
- we will only use your Data in accordance with these Terms and Conditions and with our Privacy Policy.

# Limitations

We shall not be liable to you or any third party for direct, indirect, special, exemplary, punitive or other consequential or incidental damages (including but not limited to any lost profits or revenue, interruption, loss of programs or other information, or any other pecuniary loss) arising directly or indirectly from (i) your use of or access to the Service, or any Content, products or services distributed on or provided through the website and Service, (ii) for any failure or interruption of the Service; whether as a result of errors, omissions, loss of data, defects, viruses, interruptions or delays in operations or transmission or any other cause, whether based on warranty, contract, tort (including negligence) or any other legal theory, even if we or our suppliers have been expressly advised of the possibility of such damages, unless such failure or interruption of Service or your use of or access to the Service or any content, product or services distributed on or provided through the Site and Service, is caused by our willful misconduct or gross negligence.

Viewhoo shall not be held liable for any content uploaded by or linked by Users in Content created in Viewhoo.

If, notwithstanding the other provisions of these Terms and Conditions, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site and Service or any Content, our liability shall in no event

exceed the greater of the total of the fees paid with respect to the Service (subscription or registration fee) or the annual amount of this fee, whichever amount is the higher.

Some jurisdictions restrict the limitation of liability or damages, so the above exclusions and limitations may not apply to you. If any part of the limitation of liability set forth above is unenforceable under applicable law, our aggregate liability will be limited to the maximum extent permitted by law in the applicable jurisdiction.

You are responsible for paying all applicable Taxes, and will pay, indemnify and hold Brandlift harmless from any Taxes and any costs associated with the collection or withholding thereof, including penalties and interest. Unless otherwise stated in an Invoice, the Fees listed on an Invoice are not inclusive of any applicable Taxes.

## Links

The Site may include links to certain website, materials, or content developed by third parties. We do not check all the websites linked to the Site therefore we are not responsible for the contents of these linked websites. Use of any such linked website is at your own risk. We reserve the right in its sole and absolute discretion to discontinue links to any other websites at any time and for any reason.

## Cancellation and Termination

You may cancel your registration at any time on the Site. Upon your cancellation we will not provide you any refunds; however you can use the Service until the end of your billing period or the end of your free trial period. We reserve the right to suspend your access to the Service and/or terminate this Agreement at any time without cause or notice.

## Data from third party services

Brandlift Ltd. has no control over and takes no responsibility for the content, privacy policies, or practices of any 3rd party services from where data is provided toward the Service.

## Links To Other Sites and Services

Our Service may contain links to third-party sites that are not owned or controlled by Brandlift Ltd. We strongly recommend to read the terms and conditions and privacy policy of any third-party sites that you visit.

## Governing Law

This agreement will be governed by the laws of Hungary. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement will remain in effect. The user agrees to comply with all applicable laws in using this service or the Materials (gamified presentations) provided.

## Changes to this Terms and Conditions

We may modify or replace these Terms and Conditions at our sole discretion, by publishing the updated Terms and Conditions on the Site. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms and Conditions.

If you do not agree with the modified or replaced Terms and Conditions, please do not use, access or continue to access the Service.

## Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

## Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

# Waiver

No waiver of any provision of these Terms and Conditions by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

# Entire Agreement

This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

# Contact Us

Should you have any questions regarding these Terms and Conditions or our Site and Service, please contact us at [support@viewhoo.com](mailto:support@viewhoo.com).