

Last Revision: August 25, 2020

PLEASE READ THESE 24SevenSocial AS TERMS OF USE ("Terms of Use") CAREFULLY. 24SevenSocial AS ("24SevenSocial") OFFERS A 24SevenSocial SOFTWARE APPLICATION (the "Service") THAT HELPS THIRD-PARTY PROMOTION SPONSORS (individually and collectively "Sponsors") PUBLISH THEIR PROMOTIONS (SUCH AS ADS, CONTESTS, INFORMATION, GALLERIES ETC.) (individually and collectively "Promotions") ONLINE, AS WELL AS USE 24SevenSocial MODULES FOR INTERACTING WITH VARIOUS SOCIAL MEDIA API'S. IN THE CASE OF SOME PROMOTIONS, THE SERVICE ALSO PROVIDES AN ONLINE ENTRY FORM THROUGH WHICH PROMOTION ENTRANTS ("Entrants") CAN SUBMIT ENTRIES FOR SPONSOR PROMOTIONS. BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS POSTED ON 24SevenSocial'S WEB SITE(S), AS SUCH TERMS AND CONDITIONS MAY CHANGE FROM TIME TO TIME IN 24SevenSocial'S SOLE DISCRETION. YOU AGREE TO COMPLY IN ALL RESPECTS WITH THESE TERMS OF USE AND ANY TERMS AND CONDITIONS SET FORTH ON SUCH 24SevenSocial WEB SITES.

These Terms of Use include terms applicable to all 24SevenSocial users.

ALL USERS OF THE 24SevenSocial SOFTWARE MUST COMPLY WITH FACEBOOK TERMS OF SERVICE:

<https://www.facebook.com/legal/terms/update>

AND DEVELOPER POLICY:

<https://developers.facebook.com/policy>

PUBLISHING TO INSTAGRAM IS PART OF INSTAGRAM BETA PROGRAM AND SUBJECT TO INSTAGRAM'S COMMUNITY GUIDELINES (currently available at <https://help.instagram.com/477434105621119/>).

Instagram may terminate Company's access to and use of the Beta Product for Content Publishing for any breaches of such guidelines or abusive use of the Beta Product, as solely determined by Instagram.

24SevenSocial reserves the right to change or revise these Terms of Use at any time by posting any changes or revised Terms of Use on this website, www.24SevenSocial.com (the "24SevenSocial Site") at any time and in its sole discretion. Notice will be provided by posting such changes on the 24SevenSocial Site and updating the "Date of Last Revision" (listed above), and such changes will apply to any use of the Service made after the changes are posted to the 24SevenSocial Site. You also expressly waive any right you may have to individual notice of such changes to the Terms of Use. Therefore, you should review these Terms of Use prior to each use of the Service so you will understand the current, applicable terms. If you do not agree to the amended terms, you must stop using the Service.

I. TERMS AND CONDITIONS APPLICABLE TO ALL USERS OF THE SERVICE

A. 24SevenSocial does not actively monitor the use of the Service or Sponsor Promotions. Similarly, 24SevenSocial does not exercise editorial control or review over the content or nature of any Promotion or of any website, e-mail transmission, newsgroup, or other material created or accessible over or through the Promotions. If at any time 24SevenSocial chooses, in its sole discretion, to monitor a Promotion, 24SevenSocial nonetheless assumes no responsibility for its content, no obligation to modify or remove any inappropriate content or Promotion, and no responsibility for the conduct of any third party entering or conducting a Promotion. 24SevenSocial intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or other terms, conditions, policies, or guidelines on the 24SevenSocial Site or of any applicable laws, rules, or regulations. By using the Service, you release 24SevenSocial from any and all liability

stemming from such cooperation with local, state, federal and relevant country law enforcement officials. You acknowledge that 24SevenSocial reserves the right to change its terms, conditions, policies, or guidelines at any time, in its sole discretion. (Notice will be provided by posting such changes on the 24SevenSocial Site and updating the "Date of Last Revision" for relevant terms, policies, and/or guidelines, and such changes will apply to any use of the 24SevenSocial Site or Service made after the changes are posted to the 24SevenSocial Site. You also expressly waive any right you may have to individual notice of such changes.) 24SevenSocial may take any one or more of the following actions, or other actions not listed, at 24SevenSocial's sole discretion in response to violations of these Terms of Use or any other terms, conditions, policies, or guidelines on the 24SevenSocial Site or associated with the Service: (i) issue warnings: written or verbal; (ii) suspend or terminate a Promotion and/or your use of the Service, to the extent possible; or (iii) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

B. 24SevenSocial may, from time to time, need to interrupt the Service for maintenance and other operational reasons, as determined in its sole discretion, and you shall not receive any compensation or refund for such interruptions, and you hereby release and agree to defend, indemnify, and hold harmless 24SevenSocial and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors from and against any and all claims, costs (including without limitation attorneys' fees), injuries, losses, or damages arising in connection with such interruptions.

C. Because of situations beyond the control of 24SevenSocial, 24SevenSocial cannot guarantee that the Service will be available to you or that the Service will function properly. 24SevenSocial does not guarantee the safety or integrity of any system connected to its network. This includes, but is not limited to, virus and/or trojan software infestation of said machine(s).

By using the Service, you acknowledge that you are solely responsible for the safety of your hardware, software, and data for the duration of your use of the Service. You also accept all liability for any of your actions while using the Service. This includes, but is not limited to, sending of unsolicited email.

YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY UNDERSTAND AND THAT 24SevenSocial MAKES NO REPRESENTATIONS THAT INDIVIDUALS USING ITS SERVICE ARE WHOM THEY PURPORT TO BE OR THAT SPONSORS' PROMOTIONS WILL BE CONDUCTED IN CONFORMANCE WITH APPLICABLE LAWS, RULES, OR REGULATIONS. 24SevenSocial HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR ANY PROMOTIONS OR ACTIONS OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY PROMOTION SPONSORS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND COMPLETENESS OF INFORMATION YOU RECEIVE THROUGH THE SERVICE OR ANY PROMOTION.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, 24SevenSocial SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE SERVICE.

D. The Service may provide, or third parties may provide, links to other websites or resources, including without limitation to Sponsor web sites or social networking web sites. Because 24SevenSocial has no control over such sites and resources, you acknowledge and agree that 24SevenSocial is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Promotion, content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that 24SevenSocial and its parent companies, affiliates, and subsidiaries and their respective officers,

directors, employees, consultants, agents, representatives, professional advisors, and contractors shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Promotion, content, goods or services available on or through any such site or resource. When you leave the 24SevenSocial Site, you should be aware that our terms and policies no longer govern. Please review the privacy policy of any third-party website that you have linked to from the 24SevenSocial Site before you use such third-party website.

E. You agree to not use the Service to:

- intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation;
- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, inflammatory, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, a 24SevenSocial employee, contractor, volunteer, official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post, email, transmit or otherwise make available any content that you do not have a lawful, legal right to make available;
- make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- make available any unsolicited or unauthorized advertising, promotional or any other form of solicitation, except in those areas that are expressly designated for such purpose;
- interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Service or 24SevenSocial Site, or overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service, 24SevenSocial Site, or any other host or network;
- access content or data not intended for you, or log onto a server or account that you are not authorized to access;
- attempt to probe, scan or test the vulnerability of the Service or any associated system or network, breach security or authentication measures without proper authorization, interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the software provided by 24SevenSocial or used by 24SevenSocial in providing the Service;

F. We encourage parents to take an active interest in their children's use of the Internet. The 24SevenSocial Site is not designed to collect personal information from those under 13 years of age, and we do not intend to or knowingly collect such information.

G. If there is any dispute about or involving the 24SevenSocial Site or Service, you agree that the dispute shall be governed by the laws of the Norway, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in National courts located in Norway. If, for whatever reason, a court of competent jurisdiction where to find any term or condition in these Terms of Use to be unenforceable, all other terms and conditions would remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The Service is controlled and operated by 24SevenSocial. These Terms of Use and any and all other online policies and agreements promulgated by 24SevenSocial, including without limitation 24SevenSocials User Agreement (for Entrants) and User Agreement (for Sponsors) constitute the entire agreement

between 24SevenSocial and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. The failure of 24SevenSocial to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. If a court of competent jurisdiction determines that any provision of these Terms of Use is invalid, unlawful, void or unenforceable, that provision shall be modified or severed to the maximum extent permitted by law; however, any and all other provisions shall remain valid and be given full force and effect in a valid and enforceable manner to accomplish the purposes of these Terms of Use.

II. TERMS AND CONDITIONS APPLICABLE TO PROSPECTIVE PROMOTION ENTRANTS OF PROMOTIONS USING THE 24SevenSocial APPLICATION (NON-24SevenSocial USERS)

A. Requests for Your Personal Information

Sponsors using the Service may ask you for certain personal information (name, address, gender, date of birth, etc.) when you fill out the entry form for that Sponsor's Promotion. Providing this information is strictly optional. However, if you choose not to enter the information required by the Sponsor in its Promotion rules, then you may not be eligible to participate in the Promotion. Please see each Sponsor's Promotion rules and Privacy Policy for entry requirements and other important details.

B. Facebook Custom Audiences

The entrants' User ID, phone number and/or e-mail address can be used in Facebook Custom Audiences, which the Sponsor can use for re-marketing.

To Opt Out from Custom Audiences, please select preferences on the ad in question. (For more information, visit <https://www.facebook.com/about/ads/>)

III. FOR SPONSORS RUNNING PROMOTIONS USING THE 24SevenSocial APPLICATION (24SevenSocial-USERS)

A. Entrant's Personal Information

24SevenSocial acknowledges that you will receive information provided to you by each Entrant, as specified in your Promotion rules and Privacy Policy.

You acknowledge that 24SevenSocial will not access this information for any other use than technical or other requested support by the 24SevenSocial user ,and agree that 24SevenSocial has the option (in its sole discretion) to use anonymized information for the sole purpose of conducting aggregated analysis of the performance of the Promotions conducted using the Service; misuse of the service, and/or to assist with legal proceedings if required by any court, law, regulator, and/or law enforcement agency; and as otherwise permitted in 24SevenSocials Terms of Use and online policies.

B. Compliance with Laws and Regulations

You acknowledge and agree that 24SevenSocials Service merely helps Sponsors publish their Promotions and that the Service provides no safeguards that ensure that you operate your Promotion properly or legally. You hereby represent, warrant, and covenant that you will comply with all applicable laws, rules, and regulations in the creation, operation and completion of your Promotion(s), including without limitation in connection with all advertising and marketing associated with your Promotion(s). You further represent, warrant, and covenant that you will comply with all statements and promises made to Entrants, except to the extent such statements and promises violate applicable laws, rules, or regulations. You agree to indemnify, defend and hold harmless

24SevenSocial and its parent companies, affiliates, and subsidiaries and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors from any and all third-party claims, losses, liability, damages and/or costs (including attorneys' fees and costs) arising from your use of the Service, your violation of these Terms of Use or any other agreement between you and 24SevenSocial, your actual or alleged violation of any law, rule, or regulation associated with your Promotion(s), and/or infringement by any Entrants in your Promotion(s), of any intellectual property or other right of any person or entity. 24SevenSocial will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost. These Terms of Use will insure to the benefit 24SevenSocials successors, assigns and licensees.

V. CUSTOM AUDIENCES

Using 24SevenSocials "Audience" module, or any module which can be used for editing custom audiences with or via the 24SevenSocial system demands the sponsors acceptance of Facebooks terms <https://www.facebook.com/ads/manage/customaudiences/tos.php>.

VI. CUSTOMER RELATIONS; ACCESS AND RIGHTS

24SevenSocial employees have no direct access to any part of the customers service and personal data. In order to provide technical help or support demanded and/or requested by the customer, the customer can either:

- Grant a specific 24SevenSocial employee access for 1 hour (automatically terminated).
 - The 24SevenSocial employee will have read-only access to all gathered data, and write access to 24SevenSocial functionalities.
 - The 24SevenSocial employee will not get any access to the customers social channels.
- Grant a specific 24SevenSocial employee access to the customers account.
 - The 24SevenSocial employee will get access and rights as stated by the customer.

VII. GENERAL DATA PROTECTION

These Terms of Use includes the users consent of 24SevenSocials

24SevenSocial Privacy Policy: <https://fb.st/privacy>

24SevenSocial Data Processor Agreement: <https://fb.st/dpa>