

TERMS AND CONDITIONS FOR FREE ACCOUNTS

(Version 1.0, June 2019)

These terms and conditions (the "Agreement") is entered into by the company referenced in the signup form ("Customer") and PennyWorthy IVS ("hoodHeroes"). The Customer is signing up to use the basic services, as listed on the signup page, (the "hoodHeroes Service"), including where the Customer is granted a free trial of the 'hoodHeroes Service ("Free Trial"). If using the Free Trial, please see section 1.5 below and Appendix A.

The Agreement includes (i) the signup form or order form (if applicable), which contains details of the 'hoodHeroes Service ("Signup Form"), (ii) Appendix A (if applicable) and (iii) all operating rules, policies and guidelines (collectively, the "Guidelines") that are referred to herein or that may otherwise be published by 'hoodHeroes on its websites (as new Guidelines may be created and other Guidelines may be amended from time to time), including without limitation:

- 'hoodHeroes's "Guidelines for companies' use of the 'hoodHeroes Service" ("Company Guidelines") – <https://hoodheroes.co/privacy-and-terms/0>
- 'hoodHeroes's "Guidelines for the use of 'hoodHeroes trademarks" ("Trademark Guidelines") – <https://hoodheroes.co/privacy-and-terms/0>
- 'hoodHeroes's guidelines for Customers' use of reviews and 'hoodHeroes logos and designs in marketing ("hoodHeroes Brand Guidelines")

1. The 'hoodHeroes service

1.1 Free Account

When the Customer signs up for the 'hoodHeroes Service, 'hoodHeroes will provide the Customer with an account on 'hoodHeroes's website (a "Free Account"). In the Free Account, the Customer will be able to view and have access to some of the services and features that are part of the 'hoodHeroes Service. 'hoodHeroes may at any time and without notice remove, change and alter the services and features made available to the Customer. 'hoodHeroes may offer the Customer additional services, features or free trials of various 'hoodHeroes services in addition to what is described in this Agreement and in Customer's Free Account. If the Customer uses the additional services and features and/or the free trials, such use will be governed by this Agreement and the Guidelines, and the Customer accepts to comply herewith when using these services, features and free trials.

For the avoidance of any doubt, 'hoodHeroes reserves the right to change the name of the free use of the 'hoodHeroes Service, currently named "Free Account". Such change in name will not affect the validity of this Agreement, including any rights or obligations that the Customer or 'hoodHeroes has according to this Agreement.

1.2 Invitation service

1.2.1 The Free Account may allow the Customer to send out a limited amount of review invitation emails to its customers ("Consumer(s)") via the 'hoodHeroes seller review invitation service (the "Seller Review Invitation Service") and invite Consumers to post reviews or ratings

of their company initiatives (as defined in 'hoodHeroes's User Guidelines available at <https://hoodheroes.co/privacy-and-terms/0>). If included in the Free Account, the Customer may also have access to 'hoodHeroes's product review invitation service (the "Product Review Invitation Service"), which sends an invitation to Consumers to post a review of their experience with the products sold by the Customer (collectively, the Seller Review Invitation Service and the Product Review Invitation Service shall be defined as "Review Invitation Service").

1.3 'hoodBoxes

'hoodHeroes may make one or more of 'hoodHeroes's 'hoodBoxes available to the Customer via the Free Account. If 'hoodBoxes are made available to the Customer in the Free Account, the Customer may implement the 'hoodBoxes on the domain(s) covered by the Signup Form or order form. 'hoodHeroes reserves to the right to change the 'hoodBoxes that are made available to the Customer, if any, including removing, amending or replacing 'hoodBoxes at any time without any prior written notice. If the Customer implements 'hoodBoxes, the Customer accepts that cookies are set by 'hoodHeroes to collect statistics and data about the performance of the 'hoodBoxes on the Customer's domain(s) on behalf of the Customer. If required by applicable laws, the Customer agrees to provide appropriate notices in accordance with applicable laws to the Consumers about the cookies set by 'hoodHeroes on behalf of the Customer and obtain appropriate consent from Consumers. In addition, 'hoodHeroes will collect data and statistics relating to the 'hoodHeroes Service, including the Review Invitation Service. 'hoodHeroes is authorised to collect general user data and report on the aggregate response rate and other aggregate measures of the performance of the 'hoodHeroes Service. 'hoodHeroes may use this data and statistics for the purposes of providing analysis, reports, benchmarking data and information about the 'hoodHeroes Service to third parties.

If the Customer chooses to use any of 'hoodHeroes's 'hoodBoxes, it is solely the responsibility of the Customer to ensure that the 'hoodBoxes are implemented correctly on the Customer's domain(s). As 'hoodHeroes does not warrant and represent the availability of 'hoodBoxes and as 'hoodBoxes may be suspended at any time, the Customer must ensure that the Customer's domains and environments that integrate or implement 'hoodBoxes will not be affected in any way in case 'hoodBoxes are not accessible, are discontinued or do not respond to the Customer's requests. In addition, the Customer is aware and accepts that if a 'hoodBox implemented on the Customer's domain is no longer accessible, does not respond to the Customer's requests or is discontinued, this may entail the occurrence of an empty placeholder on the Customer's domain where the 'hoodBox was originally placed. The Customer accepts that the Customer has the sole responsibility for any defects on the Customer's domains caused by or arising out of the use of 'hoodBoxes regardless of whether such 'hoodBoxes are correctly or incorrectly implemented.

1.4 Non-'hoodHeroes applications

Non-'hoodHeroes applications can be web-based or offline software applications that connect or interoperate with the 'hoodHeroes Service. Non-'hoodHeroes applications include applications that are developed for or by the Customer, applications that are listed in online directories, app-stores, catalogues or similar marketplaces, or third-party application that are identified as 'hoodHeroes applications. These non-'hoodHeroes applications can be made available to the Customer by 'hoodHeroes or a third party. The Customer's use of non-'hoodHeroes applications, and any exchange of data between the Customer and the non-'hoodHeroes application provider, is solely a matter between the Customer and the non-'hoodHeroes application provider. The Customer agrees as between the Customer and

'hoodHeroes that any data related to the Customer's use of such Non-'hoodHeroes Application is the sole responsibility of the Customer. If the Customer installs or enables non-'hoodHeroes applications that connect with the 'hoodHeroes Service, including the Review Invitation Service, the Customer accepts that 'hoodHeroes may allow the non-'hoodHeroes application provider to access the Customer's data, including Consumer Data and Confidential Information, as required for the connection and interoperation of the non-'hoodHeroes application with the 'hoodHeroes Service. The Customer may be required to accept separate terms for the use of non-'hoodHeroes applications, and such terms will apply to the relationship between the Customer and the non-'hoodHeroes application provider regarding the use of the non-'hoodHeroes application. It is the sole responsibility of the Customer to ensure that such terms provide appropriate protection of and access to the Customer's data, including Consumer Data and Confidential Information. The 'hoodHeroes Service may also contain features that are designed to connect or interoperate with non-'hoodHeroes applications. If the Customer wishes to enable such features, the Customer may be required to grant 'hoodHeroes access to the Customer's account(s) on the non-'hoodHeroes applications and the Customer warrants that 'hoodHeroes is lawfully entitled to access such information on behalf of the Customer. If the non-'hoodHeroes application provider ceases to make the non-'hoodHeroes application available to the Customer, 'hoodHeroes reserves the right to cease to provide these features to the Customer without entitling the Customer to any refund or compensation. Non-'hoodHeroes application providers are not sub-data processors or subcontractors of 'hoodHeroes, and 'hoodHeroes is not responsible for the non-'hoodHeroes application providers' conduct or negligence, including but not limited to any disclosure, modification, corruption, loss or deletion of the Customer's data resulting from any access by a non-'hoodHeroes application provider to the Customer's data from the 'hoodHeroes Service via a non-'hoodHeroes application used, enabled or installed by the Customer. For the avoidance of doubt, 'hoodHeroes is not responsible and shall have no liability or obligation for non-'hoodHeroes applications, and 'hoodHeroes makes no representation and gives no warranty in relation to any non-'hoodHeroes applications, whether or not they are designated by 'hoodHeroes as "certified" or with a similar designation.

1.5 Free Trial

The Customer may be offered the option to sign up for a Free Trial, which will grant the Customer access to additional 'hoodHeroes services for free for a temporary period. the length of the Free Trial period will be described in the Signup Form ("Free Trial Period"). The Free Trial Period will start on the date when the Customer signs up or as otherwise stated in the Signup Form and continue for the Free Trial Period, unless terminated earlier, cf. section 6 in this Agreement. The Free Trial is further described in Appendix A to this Agreement. Upon expiration of the Free Trial Period, the Customer will no longer have full access to the 'hoodHeroes Service. The Customer will, however, still have access to the Free Account unless 'hoodHeroes decides to terminate the Agreement pursuant to section 6.2. 'hoodHeroes reserves the right, in its sole discretion, to refuse to allow a Customer to sign up for a Free Trial.

2 Data responsibility, responsibility for user content and endorsements

2.1 Data responsibility

Both parties agree to comply with their obligations under the Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation) ("GDPR") and any legislation and/or binding regulations implementing or made pursuant to it ("Data Protection Requirements").

The Customer shall be regarded as the data controller of the personal data of the Consumer which is provided to 'hoodHeroes in connection with the Review Invitation Services. When

providing the Review Invitation Services to the Customer, 'hoodHeroes processes personal data about the Consumers on behalf of the Customer and thus acts as a data processor in accordance with the Data Protection Requirements. This entails that 'hoodHeroes must only act by instructions from the Customer in regards to the provided personal data about the Consumers. The data processing agreement shall regulate the data processing activities to be carried out pursuant to this Agreement. This can be found on <https://live.hoodheroes.co/privacy-and-terms/0>.

2 Responsibility for User Content

'hoodHeroes is not responsible and assumes no liability for the Consumers' and other third parties' conduct on 'hoodHeroes's websites or the use of the 'hoodHeroes Service, including any review and other content published by the Consumers and other users ("User Content"). 'hoodHeroes does not and cannot control or monitor the User Content and does not in any way endorse User Content. Nor do the opinions expressed in the User Content represent the opinions of 'hoodHeroes, its affiliates or any officers, directors, employees, contractors or shareholders of 'hoodHeroes and its affiliates.

2.3 No endorsement

The Agreement shall not be considered or interpreted in any way as an approval, endorsement or recommendation of the Customer by 'hoodHeroes, or of the Customer's products or the Customer's services. The Customer shall not under any circumstances market itself or in any way give public declarations in conflict with the above.

3. The customer's obligations

3.1 The Customer's general obligations

The Customer shall be obligated to (i) comply with the Agreement; (ii) comply with the Guidelines in force at any time; (iii) only use the 'hoodHeroes Service on the domain(s) covered by the Agreement; and (iv) comply with all applicable laws and regulations with respect to its activities under this Agreement at all times. The Customer acknowledges that 'hoodHeroes will have no responsibility for the Customer's compliance with Privacy Laws. The Customer warrants and represent the Customer owns or has an exclusive license to operate the domain(s) listed on the Order Form.

3.2 Password

When the Customer signs up for a Free Account, a password for login purposes for that account is created. This password may only be used by and for the Customer. The Customer is responsible for all use of the 'hoodHeroes Service occurring under the Customer's Free Account. The login to the business account may not be shared. If the Customer has a need for more than one person to have access to the Customer's business account, the Customer must ensure that each person has his or her own login. Access to multiple business logins may require that the Customer licenses additional modules on the 'hoodHeroes Service. The Customer and any person with a unique login to the Customer's business account must be contactable at any time via email as 'hoodHeroes's system relies on continuous user authentication to be carried out via email, with no options for 'hoodHeroes staff to bypass this, thus ensuring security.

3.3 Usage of the Review Invitation Service

3.3.1 If the Customer enables the Review Invitation Service, the Customer must provide 'hoodHeroes with the data necessary for 'hoodHeroes to create and send out invitations to

Consumers. The data must be sent to 'hoodHeroes using the provided interfaces and must include name, email address and reference number. The Customer warrants and represents that the Customer is entitled (including having obtained all necessary consents from the Consumers) to allow 'hoodHeroes to process this data as required in order to deliver the Review Invitation Service and that the use of such data by 'hoodHeroes to deliver the Review Invitation Service shall not breach the Data Protection Requirements.

3.3.2 Through the Review Invitation Service, the Customer will have access to review invitation templates. The Customer recognises that these templates are provided on an "as is" basis, and if the Customer chooses to use any of these review invitation templates it is the sole responsibility of the Customer to ensure that the review invitation template meets all applicable legal and regulatory requirements.

3.3.3 The Customer acknowledges and agrees that the Customer, and not 'hoodHeroes, is and will be the sole or designated "sender" of any and all messages sent or caused to be sent by 'hoodHeroes to Consumers via the Review Invitation Service (each, an "Invitation Email").

3.3.4 Without limiting any other obligation of the Customer contained in this Agreement, the Customer agrees to:

- Provide 'hoodHeroes with a "from" name that accurately identifies (by individual or company name) the person or company initiating the Invitation Email as the sender of such Invitation Email. The Customer shall notify 'hoodHeroes of any changes to the "from" name.
- Provide 'hoodHeroes with a valid, operational return email address that (I) is routinely monitored by the Customer personnel, and (II) remains operational for the duration of the Agreement and (III) remains operational for as long as required by applicable laws, rules and regulations.
- If required in accordance with applicable laws and regulations, ensure that all Invitation Emails contain an unsubscribe link and text that meets all applicable legal requirements, so that it is possible for recipients to request not to receive future commercial email messages from Customer and accommodate such requests in accordance with all applicable laws and regulations.
- Accurately describe the subject matter of the Invitation Email within the "subject" header of the Invitation Email so that the subject heading would not be likely to mislead a recipient acting reasonably under the circumstances.

3.3.5 The Invitation Email must include the Customer's valid, physical postal address as well as clear and conspicuous identification that the Invitation Email is an advertisement or solicitation if this is the case.

Changes of the agreement and guidelines

4.1 Changes and amendments

'hoodHeroes is entitled to modify and make changes to the Agreement and Guidelines that are referred to herein or that may otherwise be published by 'hoodHeroes on its websites from time to time. The latest applicable versions will be available on 'hoodHeroes's websites.

4.2 Applicable version

'hoodHeroes will give the Customer prior notice on its websites if changes are made to the Agreement or the Guidelines. The latest versions of any of these documents shall be

integrated parts of the Agreement. The Customer agrees that the continued use of the 'hoodHeroes Service after any posted modified versions of the Agreement or the Guidelines entails the Customer's acceptance hereof.

5 Acceptance, term of the agreement and cost

5.1 Effective Date

The Agreement becomes binding and effective on the date ("Effective Date") that the Customer:

- Clicks on the designated "accept" button; or
- Otherwise confirms its acceptance in writing, including by email.

5.2 Duration

The Agreement remains in force in accordance with the term described in the Signup Form. If a Signup Form is not applicable, the Agreement remains in force until terminated by one of the parties, as set forth in section 6.

5.3 Remuneration

Use of the 'hoodHeroes Service under this Agreement is free of charge.

6 Termination

6.1 Termination by the Customer

The Customer can discontinue its use of the 'hoodHeroes Service at any time. Moreover, the Customer has the option to close down its Free Account at any time. Closing of the Free Account will entail that the 'hoodHeroes Service will no longer be available to the Customer. Closing of the Free Account and discontinuation of the 'hoodHeroes Service can be done by contacting hello@hoodheroes.co.

6.2 Termination by 'hoodHeroes and suspension

'hoodHeroes may, without prior notice at any time and for any reason, including but not limited to a period of account inactivity, terminate the Customer's access to the 'hoodHeroes Service, terminate the Agreement, suspend or terminate the Customer's Free Account. 'hoodHeroes will notify the Customer of such termination or suspension.

6.3 Obligations upon termination

Upon termination of the Agreement, the parties are discharged from any obligations under the Agreement (subject to section 13).

6.4 Discontinuation of use

In case of termination of the Agreement, no matter the cause, the Customer is obligated to cease any use of the 'hoodHeroes Service from the date of termination.

6.5 Reviews will remain on the 'hoodHeroes websites

Termination of the Agreement, no matter the cause, will have no effect on reviews posted on 'hoodHeroes's websites even if such reviews have been posted as a result of the Customer's use of the Review Invitation Service. Reviews will remain on 'hoodHeroes's websites or other third party networks until removed by the respective Consumer or by 'hoodHeroes.

6.6 Injunctive relief

The Customer's unauthorised use of the 'hoodHeroes Service can be prohibited by an injunctive relief without any requirements to post bond or other security.

7 Indemnity

7.1 Indemnity

The Customer shall indemnify, defend and hold harmless 'hoodHeroes and its affiliates and its and their respective officers, directors, employees and agents (collectively "Indemnitees") against any liability, losses, damages, penalties, judgments, awards, settlements, costs and expenses (collectively "Losses") suffered or incurred by any Indemnitee as a result of any third party claim, allegation, action, suit or proceeding (including any investigation or other claim, allegation, action, suit or proceeding by any governmental authority) ("Third Party Claim") arising from or related to any assertion that (a) the use of any content provided by the Customer (i) infringes the intellectual property rights of a third party and/or (ii) violates applicable law and/or the Guidelines; (b) the use by the Customer of 'hoodHeroes's Service violates the Guidelines or applicable law; (c) 'hoodHeroes's use of Consumer data under this Agreement is in breach of the Data Protection Requirements or contractual commitment of the Customer; or (d) any email message sent or caused to be sent by 'hoodHeroes on behalf of the Customer violates any applicable law, rule or regulation; (e) The Customer is or has breached any of the warranties or representations made by the Customer in this Agreement. The Customer shall not bring any claim against the Indemnitees arising from or related to any User Content, including without limitation any claim that the User Content is defamatory, offensive or otherwise harmful. The Customer shall indemnify, defend and hold harmless the Indemnitees against any Losses suffered or incurred by any of the Indemnitees as a result of any such claim, whether such claim is brought by the Customer, any of its affiliates, or any of its or their officers, directors, employees, contractors, agents, shareholders or other associated third parties.

8 Limitation of liability and disclaimer

8.1 "As Is"

The use of the 'hoodHeroes Service is the sole responsibility of the Customer. The 'hoodHeroes Service is supplied "as is", it may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability, and 'hoodHeroes does not guarantee the general applicability or availability of the 'hoodHeroes Service or any data related to the Customer's use of Non-'hoodHeroes Applications.

8.2 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

8.3 Subject to section 8.5, under no circumstances shall 'hoodHeroes be liable to the Customer for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract, misrepresentation, (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty or otherwise): (i) any loss of profits, contracts, pure economic loss, business, business opportunity, loss or corruption of data or information or recovery of data or information, depletion of goodwill, security breach resulting from a failure of third party telecommunications and/or the internet, wasted expenditure, anticipated savings or revenue (regardless of whether any of these is direct, special, indirect or consequential); or (ii) any loss or damage arising in connection with liabilities to third parties (whether direct, indirect or

consequential); or (iii) any special, indirect or consequential loss or damage whatsoever, even if 'hoodHeroes was aware of the possibility that such loss or damage might be incurred by the Customer.

8.4 Subject to section 8.5, as the 'hoodHeroes Service is free of charge, 'hoodHeroes is not liable for the Customer's use of the 'hoodHeroes Service, including without limitation liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, restitution or otherwise arising from or in connection with the Agreement, the 'hoodHeroes Service or any of the websites operated by 'hoodHeroes.

8.5 Nothing in the Agreement shall operate so as to exclude or limit either party's liability to the other for death or personal physical injury arising out of negligence, fraud or fraudulent misrepresentation.

9 Assignment and transfer

9.1 Customer

The Customer is not entitled to assign or transfer its rights or obligations under the Agreement to any third party without prior written consent from 'hoodHeroes. Any change of direct or indirect control of the Customer (whether by sale of controlling equity interests or otherwise) will be deemed to be an assignment of the Agreement by the Customer that requires 'hoodHeroes's prior written consent.

9.2 'hoodHeroes

'hoodHeroes is entitled to assign and/or transfer any of its rights or obligations under the Agreement to any third party.

10 Intellectual property rights

10.1 Exclusive rights of 'hoodHeroes

The 'hoodHeroes Service, including any content on the 'hoodHeroes Service and all underlying technology (including all intellectual property rights embodied therein), is and will remain the sole and exclusive property of 'hoodHeroes and will be protected in accordance with applicable copyright laws and other legislation. No license to any underlying technology is granted. If the Customer provides feedback, ideas, suggestions or comments on or regarding 'hoodHeroes's websites, the 'hoodHeroes Service, the Lab Features or other services offered by 'hoodHeroes ("Feedback"), the Customer hereby grants to 'hoodHeroes a perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to fully exploit such Feedback for any and all purposes.

10.2 'hoodHeroes Designs

The Customer is only permitted to use 'hoodHeroes's logos, graphics and trademarks ("hoodHeroes Designs") if such right has been granted to the Customer by 'hoodHeroes. The Customer will be able to see if such right has been granted by viewing the Customer's Free Account on 'hoodHeroes's website. If such right has been granted, the Customer is only entitled to use 'hoodHeroes Designs in accordance with the Guidelines.

10.3 General reference to the Customer

The Customer agrees that 'hoodHeroes may use the Customer's name and logo on 'hoodHeroes's websites and as a part of a general list of 'hoodHeroes's customers for use and reference in corporate, promotional and marketing material.

11 Confidentiality

11.1 Confidential information

The parties are mutually obliged not to reveal the content of the Agreement to any third parties and to keep confidential the terms of this Agreement (including any Signup Form) and other pieces of information that the parties may have exchanged or may in the future exchange regarding their undertakings or business relationships under or in relation to this Agreement. Information which derives from or concerns a party can be demanded to be kept secret due to the nature of the matter.

11.2 Compliant disclosure of confidential information

The duty of confidentiality does not include information which is already published or publicly known unless the publication is due to a breach of the confidentiality obligations laid down in the Agreement. Disclosure of confidential information is not prohibited if such disclosure: (a) is in response to a valid order or request of a court or other governmental body or in order for the party to cooperate with authorities, courts or governmental bodies; (b) is requested to be disclosed on a confidential basis to a party's attorneys, advisors or potential acquirers or sources of financing in connection with a due diligence request; or (c) is otherwise required by law.

Notwithstanding the foregoing confidentiality obligation, the parties shall be entitled to disclose the existence of this Agreement to third parties including its termination.

12 Code of Ethics

12.1 'hoodHeroes is committed to creating and maintaining a community of trustworthy and useful reviews. Central to achieving this are 'hoodHeroes's core values of integrity, trust and transparency. 'hoodHeroes expects those who use the platform and/or do business with 'hoodHeroes, incl. the Customer, to make decisions that reflect strong ethics and fit with 'hoodHeroes's values. 'hoodHeroes requires its customers, suppliers, contractors and business partners to adhere to the principles set out in its Code of Ethics which can be found here: <https://hoodheroes.co/privacy-and-terms/0>.

12.2 The Customer accepts and agrees to comply with 'hoodHeroes's Code of Ethics.

13 Severability, survival and precedence

13.1 Severability

The invalidity, illegality or unenforceability of any section (or part of a section) of the Agreement does not affect the continuation in force of the remainder of the section (if any) and of the Agreement as a whole.

13.2 Survival

The following sections shall survive termination of this Agreement; sections 6, 7, 8, 10, 11, 12, 13, 14, 15 and any other section that by its nature is intended to survive expiry or termination of the Agreement.

13.3 Precedence

If there are any discrepancies, disputes, differences or the like between the Agreement and the Guidelines, the Guidelines shall prevail.

14 Entire agreement and variation

14.1 The Agreement constitutes the entire agreement between the Customer and 'hoodHeroes in relation to its subject matter. It replaces and extinguishes all prior agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and understandings of any nature made by or on behalf of the parties in relation to the same, whether oral or written.

14.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

15 Governing law and jurisdiction

15.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Danish law. Each party irrevocably agrees that the city court of Copenhagen in the first instance shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims)

16 Notices and contact

16.1 Notices required to be given under this Agreement shall be in writing and can be delivered by email, hand, sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement or the Signup Form.

16.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). A notice sent by email shall be deemed to have been received at 9.00 am on the first business day following delivery.

16.3 The Customer can send notices to 'hoodHeroes via email at hello@hoodheroes.co or at the following mailing address:

PennyWorthy IVS,
Attn: Support
Lyshøj Allé 27 4 tv,
DK-2500 Valby, Denmark

APPENDIX A

The provisions of this Appendix A shall apply together with the rest of the Agreement if the Customer is granted a Free Trial, cf. clause 1.5 of the Agreement.

1 'hoodHeroes's obligations

1.1 In addition to the services provided under the Free Account, 'hoodHeroes may provide the following services to the Customer during the term of the Free Trial:

1.1.1 'hoodHeroes's logos, graphics and trademarks (the "'hoodHeroes Designs") as specified in the Trademark Guidelines which the Customer may use to display the 'hoodRating and review snippets in the Customer's sales promotion materials and on the domain(s) mentioned in the Signup Form and in accordance with section 10 of the Agreement.

1.1.2. Access to 'hoodHeroes's Seller Review Invitation Service, which sends an email to Consumers on the Customer's activation with an invitation to post reviews of their shopping experiences.

1.1.3. Access to 'hoodHeroes's Product Review Invitation Service, which sends an invitation to Consumers to post reviews of their experiences with the products sold by the Customer upon the Customer's activation. The invitation includes an invitation text and a direct link to the 'hoodHeroes Service, where the Consumer can post a review of the Customer's products and at the same time automatically be registered on the 'hoodHeroes Service. The invitation is sent by 'hoodHeroes on behalf of the Customer, and it is thus a precondition for the Product Review Invitation Service that the Customer provides 'hoodHeroes with the necessary information, cf. section 2.1.

1.1.4 Access to additional 'hoodBoxes. After the expiry of the Free Trial, the Customer will no longer have access to additional 'hoodBoxes that are not included in the Free Account. At the end of the Free Trial Period, the Customer must therefore cease all use of the 'hoodBoxes not included in the Free Account and remove such 'hoodBoxes on the Customer's domain(s). It is solely the responsibility of the Customer to ensure that 'hoodBoxes are implemented correctly on the Customer's domain(s), cf. also section 1.3 of the Agreement.

1.1.5 Access to 'hoodHeroes's API solutions

'hoodHeroes has two API solutions: 'hoodHeroes's public API and 'hoodHeroes's customer API (collectively, the "API Solutions"). Should the Customer request so, 'hoodHeroes will provide the Customer with a key to get access to one or both of the API Solutions. 'hoodHeroes reserves the right not to issue a key to the Customer in case of suspicion that the Customer is carrying out conduct in violation of the Agreement or the Guidelines.

2 The customer's obligations

2.1 Usage of the Review Invitation Services

2.1.1 If the Customer enables the Product Review Invitation Service, the Customer must provide the necessary data for 'hoodHeroes to create and send out invitations to Consumers. The data must be sent to 'hoodHeroes using the provided interfaces and must include name, email address, reference number and product information, including a link to the product on the Customer's website, a link to an image of the product, SKU for the product and a title. The Customer warrants and represents that the Customer is entitled to allow 'hoodHeroes to process the data required to deliver the Product Review Invitation Service (including having obtained all necessary consents from the Consumers) and that the use of such data by 'hoodHeroes to deliver the Product Review Invitation Service does not breach the Data Protection Requirements.

2.2 Indexing of review content

2.2.1 Product reviews

The parties agree that the Customer may allow Google and other search engines to index the product review content to achieve better organic search engine results and publish Google rich snippets for the content on the Customer website.

2.3 The API Solutions

If the Customer is entitled to use one or both of the API Solutions, and access is granted to the Customer, the Customer agrees to access and use the API Solutions in accordance with the requirements outlined in the Integration Guidelines.

2.4 Display and use of reviews, 'hoodRating and 'hoodHeroes Hearts

For the duration of the Free Trial Period, the Customer is granted a license to display reviews, the 'hoodRating and/or 'hoodHeroes Hearts on the Customer's domain(s) covered by the Agreement. Such display must be in accordance the requirements laid down in the Agreement. At the end of the Free Trial, the Customer must cease all use of the reviews, the 'hoodRating and/or 'hoodHeroes Hearts and remove any such display on the Customer's domain(s) and elsewhere.