

# Scout Terms and Conditions

*This document will be translated to German.*

*This Agreement is effective as of September 16, 2016. Your continued use of the Service as a Scout after such time signifies your acceptance of this Agreement.*

Welcome to dscout, the website and mobile application service of dscout, Inc. (hereafter “dscout” or collectively “we” or “us”). This Agreement explains the terms by which you may use our [www.dscout.com](http://www.dscout.com) website (“Site”), the dscout mobile application (whether Android or iOS version) (the “App”) and related services (such services are referred to herein collectively with the Site and the App as the “Service”) and participate as a Scout.

By accessing or using the Service, you signify you have read, understood, and agree to be bound by the terms of this Agreement. This Agreement includes and hereby incorporates by reference the agreements and policies referenced not only in this Agreement, but also our [Privacy Policy](#). This Agreement may be updated from time to time in our sole discretion with the updates being effective when posted on the Service or when we otherwise notify you of such updates. We may make such revisions without prior notice to you, so please check back often for updates and prior to entering into any Mission as a Scout.

**IMPORTANT NOTICE: THIS AGREEMENT INCLUDES A WAIVER OF CLASS ACTION RIGHTS. [CLICK HERE FOR MORE INFORMATION.](#)**

What is dscout? dscout is an online venue where we and other companies or groups (“Researchers”) post opportunities for individuals (“Scouts”) to participate in online and mobile application-based research projects and surveys (“Missions”). Scouts post their profile information which is then assembled into our database. When a Researcher posts a Mission, our database is searched to determine which Scouts qualify to participate in the Mission. Certain Scouts are then asked to participate in the Mission. Each Mission will have its own set of terms as to payment, if any, for participation. Scouts are paid only upon completion of the Mission to the specifications provided by the Researcher.

**Additional Terms Between Scouts and Researchers.** When a Researcher (including dscout) posts a Mission, the Researcher may provide additional terms and conditions and/or requirements which will govern the terms of the particular Mission. You can review any additional terms and conditions and/or requirements prior to agreeing to be a Scout for a particular Mission, and you are not required to participate in any Mission. However, if you agree to be a Scout for a particular Mission, you agree that you will abide by the additional terms and conditions and/or requirements posted for that Mission (if any). Those additional terms and conditions and/or requirements are supplemental to, and do not replace, this Agreement. You agree not to enter into any contractual provisions in conflict with this Agreement. You further agree that any provision in a Researcher’s additional terms and conditions and/or requirements that conflicts with this Agreement is void.

**Taxes and Reporting.** Each Scout is solely responsible for satisfying all income tax, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law,

including without limitation those applicable to the payments or other compensation received by Scouts for participating in Missions. Your use of the Service may result in the receipt of taxable income by you from dscout in the tax year(s) in which you participate in Missions. In accordance with U.S. tax law, dscout may be required to send to you, and file with the IRS, a Form 1099-MISC (Miscellaneous Income) for the year(s) in which you receive compensation for Missions. Please consult with your tax advisor if you have any questions regarding your personal tax situation.

**No Agency.** No agency, franchise, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. As a Scout, you acknowledge and agree that your relationship to us and any Researcher is that of an independent contractor and specifically not that of an employee.

**Links to Third Party Sites.** You may find on the Service links to other sites. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such sites or resources. The inclusion of any link on the Service does not imply that we endorse the linked site. You use the links at your own risk and expressly relieve us from any and all liability arising from your use of any third-party website.

**Scout Information.** In order for us to pay you for any Missions for which we are a Researcher and in order to qualify for certain Missions as a Scout, you will be required to provide certain information which may include photographs, video, and other personal information. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Service, and to update this information to maintain its truthfulness, accuracy and completeness. You cannot register under more than one profile without express written permission from us. You agree to indemnify and hold harmless anyone, including us, who may be harmed in any way by the submittal of any untruthful, inaccurate or incomplete information. This indemnification includes the payment of any damages incurred, whether actual or consequential including lost profits, as well as any costs and attorneys fees related to enforcing the indemnification and collecting any amounts due. We will not share your personal information with anyone other than those listed in our [Privacy Policy](#). In addition to the information you provide, we may also collect information using certain data collection tools such as web beacons, cookies, embedded web links, and other commonly used information-gathering tools. These tools are described further in our [Privacy Policy](#).

**Applications.** Applying to a dscout Mission does not constitute an acceptance of you to participate in the Mission nor does it constitute any commitment of guaranteed compensation. In fact, the application process is often quite competitive, and the majority of applicants typically are not accepted for a particular Mission. When submitting an application for a Mission to a Researcher via dscout, you grant to the applicable Researcher all right, title, and interest in your application. You agree to provide true, accurate and complete information as prompted in applications that you access on the Service.

**Rights in Mission Response Content.** All material, data and information of any nature ("Mission Response Content") provided by you as a Scout with respect to work on a Mission shall be deemed a Work Made For Hire and you hereby grant to dscout and the Researcher (if not dscout) all right, title, and interest in Mission Response Content. You further agree to make no claim of any kind in the future asserting that you have any rights in the Mission Response Content. You agree to keep confidential and not to divulge to anyone, other

than an attorney or accountant representing your interests, any of the Mission Response Content or any other information, including the subject matter, related to any Mission for a period of two years after you have ceased working on a Mission. You will indemnify dscout and Researcher against any costs and fees, including attorneys' fees related to any breach of this paragraph.

Information collected, shared and used. We collect personal information about you when you create your account with dscout, such as your name and email address. We also collect information about the device(s) you use to access the Service, such as location information. The information we collect, and how we use it, is described in our [Privacy Policy](#). dscout participates in the EU-U.S. Privacy Shield Framework with respect to its processing of EU Personal Data (as defined in our [Privacy Policy](#)). If you are a Scout located in the European Union, your EU Personal Data will be transferred to the United States by dscout and processed in accordance with the EU-U.S. Privacy Shield Framework Principles and our [Privacy Policy](#). Please see our [Privacy Policy](#) for more information.

Fees. There is no cost to becoming a Scout or in browsing most of the Site or the App. We may charge fees to other Researchers who desire to use Scouts for their Missions.

Payments:. dscout reserves the right to not compensate Scouts who fail to perform the research instructions in a complete and timely manner. Payment disputes must be brought to dscout's attention within 90 days of either the research close date or the date you received notification that payment is forthcoming. dscout will not review payment disputes after the 90 day period has lapsed.

Other Researchers. We are not a party to the dealing, contracting and fulfillment of a Mission between a Scout and a Researcher unless we are the Researcher. We have no control over and do not guarantee the quality, safety or legality of other Researchers' Missions, the truth or accuracy of Mission listings, the qualifications, background, or abilities of Scouts, the ability of Researchers to pay, or that a Scout or Researcher can or will actually complete a transaction. We are not required to and do not verify any information given to us by Researchers or Scouts, nor do we perform background checks. However, we may provide information about a Researcher, such as a risk score or geographical location, or third party evaluations based on data given to us by the Researcher or a third party. Such information is provided solely for the convenience of Scouts and is not an endorsement or recommendation by us. Scouts and Researchers must look solely to the other for enforcement and performance of all the rights and obligations arising from their contracts and dealings.

Scout Eligibility. To use our Service and to register as a Scout, you must be an individual who is 13 years or older ("Age Requirement"). If you are at least 13, but are still a minor (this depends on where you live), you must have your parent or legal guardian's permission to participate in dscout research. Please have him or her read this Agreement with you. By becoming a Scout, you agree to: (a) abide by this Agreement and the processes, procedures, and guidelines described throughout the Service; (b) be financially responsible for your use of the Service and the information you provide; and (c) perform your obligations as specified by any Mission that you accept, unless such obligations are prohibited by law or by this Agreement. We reserve the right in our sole discretion to refuse, suspend, or terminate access to the Service to anyone for any reason or no reason, including breach of this Agreement.

User Names and Passwords. When a Scout registers with the Service, the Scout will be asked to choose a username and password. As a Scout, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access the Service. You authorize us to assume that any person using the Service with your username and password either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your user name or password.

Service Integrity. You agree you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Service) from the Service, any software code that is part of the Service, or any services that are offered on the Service without our prior express written permission and any appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Service or any activities conducted on the Service; (d) bypass any measures we may use to prevent or restrict access to the Service or any subparts of the Service including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (g) upload invalid data, viruses, worms, or other software agents through or to the Service; or (h) collect or harvest any personally identifiable information, including account names, from the Service. Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user.

User Content. Some areas of the Service may allow Scouts to post feedback, comments, questions, photos, videos and other information in a forum available to the public ("Public User Content"). You are solely responsible for the Public User Content you upload, publish, display, link to or otherwise make available (hereinafter, "post") through the Service, and you agree we are only acting as a passive conduit for your online distribution and publication of your Public User Content. You understand that whether or not such Public User Content is published, we do not guarantee any confidentiality with respect to any Public User Content.

Restrictions on Content. You agree not to post Mission Response Content or other Public User Content (collectively, "Content") that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any

information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content you know is not correct and current. You agree that any Content you post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights (e.g. copyright, trademark, patent, etc.), rights of publicity and privacy. To the extent your Content contains music or video, you hereby represent you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such Content and have the power to grant the license granted below. We reserve the right, but are not obligated, to reject and/or remove any Content we believe, in our sole discretion, violates these provisions. You understand that publishing your Content on the Service is not a substitute for registering it with the U.S. Copyright Office or any other rights organization. We take no responsibility and assume no liability for any Content you or any other User or third party posts or sends on the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any Content you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. We are not responsible for any public display or misuse of your Content. You understand and acknowledge you may be exposed to content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree we shall not be liable for any damages you allegedly incur as a result of such content. Furthermore, we exercise no editorial control over Content posted by Scouts on the Service and are not responsible for and do not monitor such content for accuracy or reliability.

User License to Us. You retain all your ownership rights in your Public User Content. By posting any Public User Content on the Service, you expressly grant, and represent and warrant you have a right to grant, to us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such Public User Content and your name, voice, and/or likeness as contained in your Public User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and our (and our successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Public User Content through the Service, and to use, reproduce, distribute, display and perform such Public User Content as permitted through the functionality of the Service and under this Agreement. The above licenses granted by you in your Public User Content terminate within a commercially reasonable time after you remove or delete your Public User Content from the Service. You understand and agree, however, that we may retain, but not display, distribute, or perform, server copies of Public User Content that has been removed or deleted. The above licenses granted by you in Public User Content for which the Service does not provide you a means to delete or remove are perpetual and irrevocable.

Comments About Service. You may choose to send us comments or ideas about the Service, including without limitation, about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any payment to you, and/or to disclose the Idea to anyone else. You further acknowledge that, by acceptance of your submission, we do not waive any rights to

use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

**Additional User Representations and Warranties.** You shall be solely responsible for your own Content and the consequences of posting or publishing it. In connection with your Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following: You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

You have the consent of each and every identifiable natural person in the Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement.

Your Content and our use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any intellectual property rights, privacy rights and rights of publicity.

We may exercise the rights to your Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

**Our License to User.** Subject to and conditioned on your compliance with this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable license to (i) access and, if you are a Scout, to use the Service internally for the purpose of completing Missions and receiving the services available and authorized from the Service and (ii) install the App solely for the purposes of accessing the Service. You agree to not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of the Service in any way for any public or commercial purpose without our prior written consent or the rights holder. You agree to not use any content of the Service on any other website or in a networked computer environment for any purpose except your own internal viewing. You agree to not attempt to reverse engineer or attempt to interfere with the operation of any part of the Service unless expressly permitted by law. The Service or any portion of the Service may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose not expressly permitted by us. We and our licensors retain all our right, title and interest in and to all patent rights, inventions, copyrights, know-how, and trade secrets relating to the Service. Our logos and names are trademarks and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Service may be the trademarks of their respective owners. Except as expressly stated above, nothing in this Agreement confers any license under any of our or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

**Open Source Software.** Some open source software may be incorporated into the Site or App under a separate license, such as a free software, open source, or other license. In the event of a conflict between this Agreement and any such separate license, the separate license will prevail with respect to such open source software.

**Copyright Complaints.** We respect the intellectual property of others. If you believe that your work has been

copied in a way that constitutes copyright infringement, please see dscout's [Copyright Infringement Policy](#).

Other License Terms for Apple or iOS Devices. The following terms apply when you use the App for iOS devices (the "iOS Application"). You agree that Apple Inc. ("Apple") is not responsible in any way for the iOS Application, including without limitation for any maintenance or support for the iOS Application, and is not a party to this Agreement, which is between you and dscout only. You and dscout acknowledge that Apple and its subsidiaries are, however, third party beneficiaries of this Agreement and shall have the right to enforce this Agreement against you as third-party beneficiaries. This Agreement is concluded between dscout and you only, and not Apple. dscout, and not Apple, is solely responsible for the iOS Application and its content.

1. Limited License. If you are using a compatible iOS-capable device, dscout hereby grants to you a non-transferable, worldwide, non-exclusive, limited license to download, install and/or use the object code version of the iOS Application solely on that device. All rights not expressly granted in this Agreement are reserved by dscout and its licensors.

2. Developer Contact Information. dscout is the developer of this iOS Application. dscout is located at 432 N. Clark, Floor 4, Chicago, IL 60654. Questions, complaints or claims with respect to the iOS Application should be directed to: [info@dscout.com](mailto:info@dscout.com).

3. You acknowledge that Apple is not obligated to furnish any maintenance and support services with respect to the iOS Application. Apple is not responsible for any claims relating to the iOS Application, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

4. DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE iOS APPLICATION, INCLUDING WITHOUT LIMITATION WITH RESPECT TO PRODUCT LIABILITY CLAIMS, CLAIMS THAT THE iOS APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT, AND/OR CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY OR MAY BE LIMITED.

5. INTELLECTUAL PROPERTY CLAIMS – APPLE DISCLAIMER. YOU AND DSCOUT ACKNOWLEDGE THAT IN NO EVENT WILL APPLE BE RESPONSIBLE FOR THE INVESTIGATION, DEFENSE, SETTLEMENT OR DISCHARGE OF ANY CLAIM THAT THE iOS APPLICATION INFRINGES ON A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

6. Contacting Apple. In the event of a failure of the iOS Application to conform to any applicable warranty set forth herein, you may notify Apple, and Apple will refund any purchase price for the iOS Application.

Export Restrictions. You acknowledge that dscout is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed or sanctioned country nor are you a prohibited or restricted end user under applicable U.S. export laws, regulations and lists. You will not use, export or allow a

third party to use or export the App or the Site in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service.

**Resolution of Disputes.** If a dispute arises between us, our goal is to resolve such dispute quickly and cost-effectively. Accordingly, you and we agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement (a "Claim") in accordance with this section entitled "Resolution of Disputes." Before resorting to these alternatives, you agree to first contact us directly to try to resolve the dispute.

- **Law and Forum for Disputes.** This Agreement is governed in all respects by the laws of the State of Illinois without giving effect to any principle that may provide for the application of the law of another jurisdiction including conflicts of law provisions. Except as stated below, you agree that any Claim you may have against us must be resolved by a court located in Cook County, Illinois. You hereby submit to the exclusive personal jurisdiction of the courts located within Cook County, Illinois for the purpose of litigating all such Claims. Any cause of action you may have with respect to the Service must be commenced within 180 days after it arises, or the cause of action is barred.

- **Arbitration Option.** For any Claim arising between you and us (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the ADR provider will specify whether the arbitration will be conducted by telephone, online, or solely based on written submissions; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) if an arbitrator renders an award the party receiving the award has the right to enter any judgment on the award in any court of competent jurisdiction.

- **Improperly Filed Claims.** Should you file a Claim contrary to this section entitled "Resolution of Disputes", we will be entitled to recover attorneys' fees and costs, provided that we have notified you in accordance with this Agreement of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

- **Waiver of Jury Trial.** If a Claim proceeds in court, dscout and you each waive any right to a jury trial.

**Class Action Waiver.** PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. dscout and you agree that dscout and you will resolve any Claims on an individual basis, and that any Claims brought under this Agreement or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. dscout and you further agree that dscout and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under this Agreement or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that a lawsuit can proceed on a class basis, then the Claims must be litigated in federal court located in Cook County, Illinois.

**Term; Termination and Suspension; Survival.** This Agreement shall become effective as your contractual



agreement upon your acceptance of this Agreement or your use of the Service, and shall continue until your account is terminated by you or us as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the contractual agreement represented by this Agreement at any time upon notice to the other party. Without limiting our other remedies, we may issue a warning, or temporarily suspend, indefinitely suspend or terminate your account or a Mission, and refuse to provide any or all Service functions to you if: (a) you breach the letter or spirit of any terms and conditions of this Agreement or the information incorporated herein by reference, including our written policies and procedures posted on the Service or linked here; (b) we suspect or become aware that you have provided false or misleading information to us; (c) we believe in our sole discretion that your actions may cause legal liability for you, us or other Service users or are contrary to the interests of the Service; or (d) you breach the letter or spirit of any Researcher terms and conditions for a Mission in which you participate. Once indefinitely suspended or terminated, you must not continue to use the Service. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. Without limiting our other remedies, to the extent you engage in actions or activities which circumvent the Service or otherwise reduce fees owed to us, you agree to pay us for all fees owed to us and reimburse us for all losses and costs (including any and all employee time) and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees. When your account is terminated for any reason, you may no longer have access to data, messages, files and other material you keep on the Service, such as your Public User Content. The material may be deleted along with all your previous posts and materials. Even after this Agreement is terminated, any provisions of this Agreement, which by their express language or by their context are intended to survive the termination of this Agreement (including without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, ownership of intellectual property and data), shall survive such termination.

Warranty disclaimer. The Service is provided "as is," as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). We make no representations or warranties, of any kind, either express or implied, as to the quality, identity or reliability of any third party, or as to the accuracy of the postings made on the Service by any third party. Some states and jurisdictions do not allow for all the foregoing limitations on implied warranties, so to that extent, if any, some or all of the above limitations may not apply to you.

LIMITATION OF LIABILITY. IN NO EVENT SHALL DSCOUT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DAMAGES FOR SERVICE INTERRUPTIONS, LOSS OF DATA OR BREACH OF DATA OR SYSTEM SECURITY, LOST OPPORTUNITIES OR PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST SAVINGS, OR LOSS OF GOODWILL) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF DSCOUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. This includes, but is not limited to, not being liable for any damages related to downloading or running mobile or other applications, including poor performance issues, "crashes" in operating systems, interruption or denial of service, loss of data, or any other adverse effect to you as a result of using the Service other than that which is due to our intentional

misconduct or gross negligence. IN ANY CASE, THE TOTAL AGGREGATE LIABILITY OF DSCOUT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE SERVICE SHALL BE LIMITED TO THE greater of (a) TOTAL COMPENSATION PAID BY you TO DSCOUT OVER THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE DATE WHEN THE CLAIM AROSE or (b) \$100. Some states and jurisdictions do not allow for all the foregoing exclusions and limitations of DIRECT, incidental or consequential damages, so to that extent, if any, some or all of these limitations and exclusions may not apply to you.

Indemnity. You agree to defend, hold harmless and indemnify dscout, its affiliates and their respective partners, employees and agents from and against any and all losses, costs, expenses, damages or other liabilities, including attorneys' fees, incurred by us and from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against us: (a) in connection with your use of the Service; or (b) resulting from: (i) any breach of contract or other claims made by Researchers with which you conducted business through the Service; (ii) your breach of any provision of this Agreement; (iii) any liability arising from the tax treatment of payments or any portion thereof; or (iv) bodily injury or death of any person or damage or destruction to real and/or tangible personal property, to the extent directly, indirectly or proximately caused by your poor judgment, illegal acts, negligent or willful acts or omissions. Any such indemnification shall be conditioned on our: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

Communications From Us to You. Unless you otherwise indicate in writing to us, we will communicate with you by email or by posting communications on the Service. You consent to receive communications from us electronically and agree these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to us, or when we post such communication on the Service. You must keep your email address updated on the Service, and you must regularly check the Service for postings. If you fail to respond to an email message from us regarding a violation, dispute or complaint within two business days, we have the right to terminate or suspend your Missions or your account.

Communications From You to Us. All notices to us intended to have a legal effect concerning this Agreement or the Service must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address:

dscout, Inc.  
432 N. Clark, Floor 4  
Chicago, IL 60654  
Attn: President

Such notices to us are deemed effective upon receipt.

Miscellaneous Terms and Conditions. You are responsible for compliance with applicable local laws, keeping

in mind that access to the contents of the Service may not be legal for or by certain persons or in certain countries. We will not be considered to have modified or waived any of our rights or remedies under this Agreement unless the modification or waiver is in writing and signed by an authorized representative. No delay or omission by us in exercising rights or remedies will impair any rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. You will not transfer, assign or delegate your rights or obligations (including your account) under this Agreement to anyone without our express written permission, and any attempt to do so will be null and void. We may assign this Agreement in our sole discretion. This Agreement, together with any other legal notices and agreements published via the Service, shall constitute the entire agreement between you and us concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The Service is controlled and operated from its facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use or access the Service if you are located or resident in a country or territory that is, or whose government currently is, the target of sanctions, embargoes or trade restrictions imposed by any U.S. government authority, or are a foreign person currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's OFAC. Neither of the parties to this Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to acts of God, labor disturbances, accidents, fires, floods, power, telecommunications or internet failures, strikes, terrorism, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay. The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement supersedes all prior agreements between the parties regarding the subject matter contained herein.

Information or Complaints. Under California Civil Code Section 1789.3, California users of the Service are entitled to the following consumer rights notice: If you have a question or complaint regarding the Service, please send an e-mail to the e-mail address listed below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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