

## Index.co Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING ANY PAGE OF THE INDEX.CO WEBSITE ("SITE") OR USING ANY INDEX.CO SERVICE (COLLECTIVELY, THE "SERVICE"), YOU (THE "USER") AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL OTHER TERMS INCORPORATED BY REFERENCE.

### 1. Index.co service

1. Subject to these Terms of Service, Index.co will provide User the Service as described in the Service Plan under which User has registered and paid. Service Plan information is available at Index.co and referenced in User's purchase invoice. These Terms of Service govern any free accounts as well as paid term of any Service Plan.
2. Index.co will use commercially reasonable efforts to make this Site and the Service available 24 hours a day, 7 days a week. User acknowledges and agrees that such availability is subject to: (a) planned maintenance downtime, and (b) any unavailability caused by urgent maintenance or circumstances beyond Index.co's control. Index.co will use commercially reasonable efforts to provide User support as described in the Service Plan.
3. User acknowledges and agrees that Index.co uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service, and that the technical processing and transmission of the Service may be unencrypted, and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
4. Index.co reserves the right at any time to modify, augment, enhance or discontinue, temporarily or permanently, the Service (or any part thereof). Use of any new Service features, tools and resources are subject to these Terms of Service. Should Index.co discontinue any material feature of the Service, Index.co will promptly provide notice to User.
5. Index.co reserves the right to change or modify these Terms of Service from time to time. Any change or modification will be effective upon posting on this Site. User is advised to review these Terms of Service periodically to ensure compliance with the

most recent terms. User's continued use of the Service following the posting of any change or modification of the Terms of Service will constitute User's acceptance of such change or modification. If User does not agree to the amended terms of use, User must stop accessing and using the Service.

## **2. USER RESPONSIBILITIES**

1. User must be a human being. Accounts registered by "bots" or other automated methods are not permitted. User must login using her LinkedIn account via a secured OAuth connection and provide Index.co his/her correct legal full name, a valid email address, and any other information requested in order to complete the registration process. By clicking "Sign in with LinkedIn", you agree to let Index store your LinkedIn profile.
2. Each User account may only be used by one individual and is limited to three IP addresses. Multiple individuals may not use or share a single account. If Index.co determines that account sharing has occurred, Index.co reserves the right both to charge User for each individual involved and to terminate User's access to the Service.
3. User is responsible for maintaining the security of User's LinkedIn account and password. Index.co is not liable for any loss or damage resulting from User's failure to protect User's account or comply with User's obligations under these Terms of Service.
4. Subject to User's compliance with these Terms of Service, Index.co grants User (i) a limited, non-assignable, revocable right to access and use the Service for User's informational and internal business use only, and (ii) a limited, non-exclusive, revocable, non-sublicensable license to download, print and use Index.co Content for internal business use only. "Index.co Content" includes data records of companies, the format and presentation of such data, and any other text, charts, graphics, commentary, derived insights and other information created and made available by Index.co.
5. User is not permitted to: (i) reproduce, duplicate, copy, sell, resell, lease or distribute the Service or Index.co Content, in whole or in part, to any third party; (ii) publicly

perform or display the Service or Index.co Content, in whole or in part; (iii) modify or make any derivative uses of the Service or Index.co Content, in whole or in part; (iv) use any manual or automated data mining, scraping, crawling, spiders, robots or similar data gathering or extraction methods on any webpage, screen or other content contained in, generated by or relating to the Service; (v) introduce or transmit any worms, viruses, malware or any code of a destructive nature onto or via the Service; (vi) download (other than the page caching) any portion of the Service or Index.co Content, except as expressly permitted by these Terms of Service; (vii) use the Service or Index.co Content except as expressly permitted by these Terms of Service; (viii) access or use the Service for monitoring the Service's availability, performance or functionality, or for any other benchmarking or competitive purposes; or (ix) conduct any activity using the Service or Index.co Content that is illegal or in violation of any applicable laws and regulations, including, without limitation, all national, state, local and other laws and regulations relating to physical mailing, emailing or spam.

6. Any use of the Service or Index.co Content other than as specifically authorized herein, without the prior written permission of Index.co, is strictly prohibited and will result in the immediate termination of User's account and any granted authorization or license to the Service and Index.co Content. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Service will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.
7. User shall indemnify, defend and hold Index.co harmless from and against any claim, demand, suit or proceeding made or brought against Index.co by a third party arising out of User's use of the Service or Index.co Content in violation of these Terms of Service, and any claim that User's unauthorized use of the Service or Index.co Content infringes or misappropriates the intellectual property or proprietary rights of a third party or violates any law, rule or regulation. User shall indemnify Index.co from and against any related damages, losses, liabilities, expenses, attorney fees and costs.

### 3. THIRD PARTY CONTENT

1. User understands that the Service gathers, organizes and derive insights on companies based on available information and data provided by third parties or contributed by Users (together, "Third Party Content"). Index.co does not pre-screen Third Party Content that may be presented or available through the Service. Index.co has the right in its sole discretion to limit, restrict or remove any Third Party Content from the Service. Index.co makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of any Third Party Content. Index.co does not represent or warrant the accuracy of any Third Party Content, undertakes no responsibility to update or review any Third Party Content, and makes no guarantee as to the accuracy, timeliness or completeness of any Third Party Content. Providing Third Party Content or attribution to the source of any Third Party Content does not imply affiliation, endorsement or adoption by Index.co of the Third Party Content or Third Party Content provider. In the event that a Third Party Content provider requires Index.co to remove or discontinue use of any Third Party Content, Index.co may in turn direct User to cease using such Third Party Content and expunge it from User's platforms. User agrees to comply promptly with any such direction.
2. The Service may provide links to third-party websites ("Third Party Sites") where User may obtain Third Party Content. Index.co makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of any Third Party Sites, or Third Party Sites linking to the Service. Such Third Party Sites are not under the control of Index.co and Index.co is not responsible for any Third Party Site, any content, links or services on such Third Party Site, or any review, changes or updates to a Third Party Site. Index.co provides links to Third Party Sites to User only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Index.co of any Third Party Site or any information contained therein. When User leaves this Site, User understands that Index.co's terms and policies no longer govern.

3. User shall indemnify, defend and hold Index.co harmless from and against any claim, demand, suit or proceeding made or brought against Index.co by a third party arising out of User's use of Third Party Content and Third Party Sites, and any claim that User's use of Third Party Content and Third Party Sites, infringes or misappropriates the intellectual property or proprietary rights of another party or violates any law, rule or regulation. User shall indemnify Index.co from and against any related damages, losses, liabilities, expenses, attorney fees and costs.

#### 4. INTELLECTUAL PROPERTY

1. The Service and Index.co Content, including, without limitation, any and all logos, designs, text, graphics, pictures, information, data, software, algorithms, other files, any selection and arrangement of any of the foregoing and anything else provided by the Service are the proprietary property of Index.co or its licensors and are protected by U.S. and international intellectual property laws. The copyrights of the look and feel of the Service and Index.co Content are the sole and exclusive property of Index.co. User may not duplicate, copy, distribute or reuse any portion of the HTML/CSS or visual design elements of the Service or Index.co Content without the prior written consent of Index.co. Third Party Content is the property of its respective owners or their licensors.
2. The Index.co name, logos and slogans are trademarks of Index.co. Without the prior written permission from Index.co, User may not: (i) copy, imitate or use, in whole or in part, any Index.co mark; or (ii) use any metatags or any other "hidden text" utilizing "Index.co" or any other name, trademark or product or service name of Index.co. The look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, and/or trade dress of Index.co and may not be copied, imitated or used, in whole or in part, without Index.co's prior written permission. All other trademarks, product names and company names or logos mentioned by or appearing in the Service are the property of their respective owners. Reference in the Service to any third party products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise,

does not constitute or imply endorsement, sponsorship, affiliation or recommendation thereof by Index.co.

3. User retains all proprietary rights to (i) User's data that may be input by User while using the Service, and (ii) User materials created by or for User using information provided by the Service (together "User Content"). User hereby grants Index.co a non-exclusive, worldwide, royalty-free license to use User Content in providing the Service to User. In the event that User submits or provides corrections, updates, improvements, feedback, data or other changes (together "User Contributions") to the Service for the general use of Index.co and other Index.co Users, User hereby grants Index.co a non-exclusive, worldwide, perpetual, royalty-free license to use, copy, distribute, display, modify and make derivative works from such User Contributions as part of the Service. User Contributions include all data and information provided by User to create or have created a new company profile on Index.co's platform.

**5. PAYMENT, REFUNDS, UPGRADING and DOWNGRADING TERMS**

1. A valid credit card is required for paid accounts. Free accounts are not required to provide a credit card number.
2. When a user signs up for a recurring paid 'Pro plan' the credit card provided by the user will be charged immediately for the first term of the plan.
3. The recurring Pro plan is billed in advance on a monthly basis and will continue to accrue until User cancels the account, regardless of how frequently or infrequently the User use the Service. Refunds will not be granted for unused Service.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and a User shall be responsible for payment of all such taxes, levies or duties, excluding only the Netherlands (federal) taxes.
5. For any upgrade or downgrade in plan level, the User's credit card will automatically be charged the new rate on your next billing cycle or instantly, depending on when the new plan is affective.
6. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Index.co is not liable for such loss.

7. If any amount owing by User under this or any other agreement for the Service is 30 or more days overdue, Index.co may suspend User's account and access to the Service until such amounts are paid in full. Index.co will give User at least 7 days' prior notice that User account is overdue before suspending services.
8. For credit card purchase, User understands that payment processing and storage of User's credit card information are handled by Adyen BV ([www.adyen.com](http://www.adyen.com)). User hereby authorizes Index.co to use Adyen for payment processing.

## **6. REPRESENTATIONS AND WARRANTY DISCLAIMERS**

1. Each party represents that it has the legal authority to enter into this agreement and to abide by these Terms of Service.
2. USER'S USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Index.co does not represent or warrant that: (i) the Service will meet User's specific requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Service will be accurate, timely or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by User through the Service will meet User expectations; or (v) any errors in the Service will be corrected. In particular, Index.co makes no representations or warranties of any kind with respect to any Third Party Content or Third Party Sites.
3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **7. LIMITATION OF LIABILITY**

1. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THESE TERMS OF SERVICE, INDEX.CO'S TOTAL CUMULATIVE LIABILITY TO USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT

EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO INDEX.CO BY USER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

2. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT INDEX.CO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF INDEX.CO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USER ACKNOWLEDGES AND AGREES THAT INDEX.CO WILL NOT BE LIABLE FOR CUSTOMER'S USE OF OR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE SERVICES. THE ABOVE LIMITATION WILL APPLY TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
3. The parties expressly acknowledge and agree that Index.co has set its fees and entered into the agreement to provide the Service in reliance upon the limitations of liability specified herein, which allocate the risk between User and Index.co and form a basis of the bargain between the parties.

#### 8. TERM AND TERMINATION

1. Unless otherwise provided in a separate agreement, User's account shall remain open and active for as long as User is in good standing on User's monthly payment obligations. Any Service Plan term will renew automatically and User will be charged accordingly. User may cancel User's account at any time by clicking on their avatar and selecting the "Account settings" link in the global navigation bar at the top of the screen, followed by clicking "cancel my account". Such cancellation will be effective immediately but access to the Service will continue until the end of the term for which User has paid.
2. Either Party has the right to immediately terminate the use of the Service, and the license rights provided hereunder, if the other Party breaches any provision of these Terms of Service and fails to cure the breach within thirty (30) days after receiving written notice of the breach.
3. Index.co, in its sole discretion, has the right to suspend or terminate User's account and refuse any and all current or future use of the Service, or any other Index.co

service, for any reason at any time. Such termination for convenience of the Service will result in the deactivation, deletion or denial of access to User's account. Index.co reserves the right to refuse to provide the Service to anyone for any reason at any time. In the event of termination for convenience by Index.co, User will be entitled to a refund of fees paid, pro-rated for the remainder of any Service Plan term.

4. Upon any termination or cancellation of User's account, User will promptly (i) cease using the Service; and (ii) cease using and will expunge any Index.co Content and Third Party Content on User's platform obtained from the Service as may be required by Index.co.
5. The rights and obligations of the parties contained in Sections 2.7, 3.3, 4, 6, 7, 8.4, and 9 will survive the termination or cancellation of User's account and access to the Service under these Terms of Service.

9. General

1. User may not assign its rights and obligations under these Terms of Service, in whole or in part, by operation of law or otherwise, without Index.co's express prior written consent; provided, however, User may assign this agreement to an User Affiliate as defined below. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Index.co may assign this Agreement without Customer's consent provided any assignee fulfills the Index.co obligations set forth in these Terms of Service. For purposes of this Agreement, "User Affiliate" shall mean any other entity that, directly or indirectly, controls, or is controlled by, or is under common control with User.
2. These Terms of Service will be governed by and construed in accordance with the laws of the Netherlands. Any legal action or proceeding arising under this Agreement will be brought exclusively in the court in Amsterdam, The Netherlands and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
3. The parties under these Terms of Service are independent contractors and these Terms of Service do not establish any relationship of partnership, joint venture,

employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

4. These Terms of Service, together with any referenced Service Plan and any other Index.co terms, conditions and policies, constitute the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of these Terms of Service will be effective only if in writing and signed by duly authorized representatives of both parties.

Index.co is a product of Datalicious BV and has its statutory office in Amsterdam, the Netherlands. For questions, please reach out via email to patrick at index dot co.