

MarketSquare Data Shopper Terms of Service

The MarketSquare Data Shopper Terms of Service (the “**Terms**”) are made between HAT Data Exchange Ltd, UK (“**HATDeX**”) and the user (the “**Data Shopper**”) who uses the services of the website MarketSquare to create Data Offers or Data Plugs as defined under Article 2 (the “**Services**”) .

1. THE AGREEMENT

The Terms cover your use and access to the Services to create Data Offers and/or Data Plugs as defined under Article 2. The Terms include the present agreement, our MarketSquare Privacy Policy, explaining how we collect and use your information, and HATDeX’s Acceptable Use Policy, outlining your responsibilities when using our Services. By using our Services, you agree to be bound by these Terms. If you are using our Services on behalf of an organisation, you agree to these Terms on behalf of such organisation.

2. DEFINITIONS

“**Acceptable Use Policy**” means HATDeX’s Acceptable Use Policy available at <http://www.hatdex.org/acceptable-use-policy/> applicable as of the date of your acceptance of the Terms.

“**Cash Data Offer**” means a Data Offer whose reward is a online payment in UK Pound Sterling.

“**Data Offer**” means a HATDeX-approved offer by a Data Shopper to acquire data from a User in return for cash, one or more vouchers or one or more services.

“**Data Offer Request**” means a Data Shopper’s request to HATDeX to authorise a Data Offer.

“**Data Plug**” means a data transfer, authorised on MarketSquare, from a third-party platform to your HAT.

“Data Plug Request” means a Data Shopper’s request to HATDeX to authorise a Data Plug.

“Data Shopper” means any user having a Data Shopper Account.

“Data Shopper Account” means a MarketSquare account, identified by a username and protected by a password, allowing its owner to issue Data Offers and/or Data Plugs in accordance with these Terms.

“HAT Account” means your account on the HAT identified by a username and protected by a password.

“HATDeX” means HAT Data Exchange Ltd, UK.

“HAT Database” or the **“HAT”** means the User’s HubofAllThings database containing a data schema allowing for (i) the storage of data from any source without losing the structure specific to any such source, (ii) the combination of such data, and (iii) providing a structure for third party access to such data upon authorisation of the User.

“Indemnitees” means, collectively, HATDeX, its affiliates, suppliers and distributors or any of their respective employees, agents, or suppliers.

“Individual Cash Data Offer Price” means the amount of money that a Data Shopper offers to each User in a Data Offer Request.

“Overall Cash Data Offer Price” means the overall amount of money that a Data Shopper offers to the maximum number of Users set in a Data Offer Request.

“Privacy Policy” means our MarketSquare Privacy Policy available at <http://www.hatdex.org/privacy-policy-marketsquare> applicable as of the date of your acceptance of the Terms.

“Service Data Offer” means a Data Offer whose reward is the provision of one or more services.

“Services” means the services offered by HATDeX to Data Shoppers on MarketSquare to allow them to issue Data Offers and Data Plugs.

“Tax” means any tax on value added, goods, services, sales, use, property, excise and any other tax, import or export duty or levy imposed in connection with Data Offers or Data Plugs.

“Terms” means the present agreement, which incorporates MarketSquare Privacy Policy and our Acceptable Use Policy.

“Test Services” means services that are still in the testing or evaluation phase, subject to the rules contained in Article 10.

“User” means a user of one or more of HATDeX’s services.

“Voucher Data Offer” means a Data Offer whose reward is one or more vouchers allowing Users to obtain free access to or a discount on products or services.

3. **AGE**

Our Services are not intended for and may not be used by people under the age of 18. By using our Services and accepting these Terms, you declare that you are at least 18 years old.

4. **HATDEX’S OBLIGATIONS**

HATDeX shall allow you to access and use MarketSquare in accordance with the Terms. HATDeX will comply with all the laws applicable to its provision of the Services.

5. **YOUR OBLIGATIONS**

1. You agree to comply with all applicable laws, including the applicable data protection laws, and the Terms.
2. You agree that you are responsible for your conduct when using the Services and for the content of the data that you upload, copy, download or share.

3. You agree that HATDeX bears no responsibility for your conduct on MarketSquare and for the content of the data that you upload, copy, download or share.
4. You grant HATDeX the right to conduct any activity necessary for the maintenance and support of the Services.
5. You agree to cooperate with HATDeX, when this is necessary to investigate service outages or suspected breaches of the Terms or the applicable law.
6. You agree that we may use your feedback or suggestions without any obligation to compensate you for them.
7. You agree to notify HATDeX immediately of any unauthorised use of your Data Shopper Account and any other breach of security.

6. DATA OFFERS

1. You may create a Data Offer Request by filling out the form available in your Data Shopper Account.
2. You must set the minimum number of Users that must accept a Data offer in order for such a Data Offer to be valid and the maximum number of Users that can accept an offer. Once the the maximum number of Users accepting the Data Offer has been achieved, Users will no longer be allowed to accept the Data Offer.
3. You must set the expiration date of the Data Offer.
4. You may request HATDeX's authorisation to issue one or more of the following types of Data Offers:
 - a. a Data Offer whose reward is one or more vouchers allowing Users to obtain free access to or a discount on products or services ("**Voucher Data Offer**");

- b. a Data Offer whose reward is the provision of one or more services (“**Service Data Offer**”);
 - c. a Data Offer whose reward is payment to each User accepting the offer of an amount of money that you determine (“**Cash Data Offer**”).
- 5. HATDeX reviews all Data Offers Requests prior to making the Data Offer available to its Users. HATDeX approves those Data Offer Requests that, in its judgment, comply with these Terms, MarketSquare Terms and all applicable laws and regulations.
- 6. When issuing a Data Offer, you must:
 - a. have adopted adequate measures for the protection of the personal data you process in accordance with the applicable laws;
 - b. have adopted a privacy policy informing the Users sharing data with you on how you process their data, the purposes of their processing, the third parties with whom you may share such data, and the measures adopted in accordance with the previous paragraph.
- 7. When receiving data from a User as a result of a Data Offer, you agree to use such data exclusively for the purposes stated in the “purpose” field of the Data Offer form.
- 8. You may not not share such data with third parties, unless you expressly stated that you may do so in the “purpose” field of the Data Offer form. You must identify the third parties with whom you intend to share the data.
- 9. HATDeX reviews all Data Offer Requests prior to making them available to its Users and approves those Data Offer Requests that, in its judgment, comply with these Terms, MarketSquare Terms and all applicable laws and regulations.

7. FEES, PAYMENT AND REFUND FOR DATA OFFERS

1. The issuance of Data Offer Requests is subject to certain fees as described in our Data Shoppers' pricing page (Coming soon)
2. The following fees (the "**Fees**") apply to all Data Offers:
 - a. a fixed gateway fee required for the issuance of the Data Offer ("**Fixed Gateway Fee**");
 - b. an additional fee tied to the specific Data Offer ("**Additional Fee**");
3. The Fees, as well as the Overall Cash Data Offer Price when applicable, are charged to your payment instrument when you issue a Data Offer Request.
4. You are entitled to a refund in the following circumstances:
 - a. when HATDeX rejects your Data Offer Request, the Fees, and the Cash Data Offer Price when applicable, will be refunded on your payment instrument;
 - b. when a Cash Data Offer expires and has been accepted by less than the minimum number of Users you had set, the Fees, and the Cash Data Offer Price will be refunded on your payment instrument;
 - c. when a Cash Data Offer expires and has been accepted by at least the minimum number of Users and less than the maximum number of Users you had set, the difference between the Overall Cash Data Offer Price and the Individual Cash Data Offer Price paid to each User accepting the offer will be refunded on your payment instrument.
5. When a Cash Data Offer expires and has been accepted by the maximum number of Users you had set, you are not entitled to any refund.
6. You are not entitled to any refund in case of suspension in accordance with Article 13 and in case of termination in accordance with Article 14 of these Terms.

7. Unless otherwise expressly stated in the Terms or the invoices for the payment of the Fees, all amounts due to HATDeX under this Article do not include any tax on value added, goods, services, sales, use, property, excise and any other tax, import or export duty or levy imposed in connection with Data Offer Requests (collectively, “Tax”). When required by the law to collect a Tax, HATDeX will include such Tax in your invoice and you must either pay such Tax or provide evidence of your exemption from the Tax.
8. Any obligation to pay any Tax that you, as a Data Shopper, may be required to pay under any applicable law shall be borne exclusively by you. You agree to cooperate with HATDeX by providing accurate and adequate information, as determined by HATDeX, to determine whether any Tax is due.
9. All payments to HATDeX in connection with Data Offers shall be made without any withholding or deduction for any Tax, unless you are legally required to make a withholding or deduction.
10. HATDeX has the right to change the Fees. However, HATDeX will notify you before making any changes to the Fees.

8. DATA PLUGS

1. HATDeX reviews all Data Plug Requests prior to making them available to its Users and approves those Data Plug Requests that, in its judgment, comply with these Terms, MarketSquare Terms and all applicable laws and regulations.
2. Users may decide to interrupt Data Plugs at any time without any liability. HATDeX will stop obtaining and transferring the data concerned as soon as the User interrupts the Data Plug.

9. CREATION AND VALIDATION OF YOUR DATA SHOPPER ACCOUNT

1. In order to use our Services, you need to create a Data Shopper Account.

2. You ensure that all the information that you enter in your Data Shopper Account is accurate, current and complete.
3. You agree not to share the password of your Data Shopper Account with anyone.

10. TEST SERVICES

1. HATDeX occasionally releases services that are still in the testing or evaluation phase (“**Test Services**”). Test Services are marked as ‘beta’, ‘preview’, ‘early access’, ‘evaluation’ or similar terms.
2. You acknowledge that the Test Services may not be as reliable as other services or features provided by HATDeX and subject to these Terms.
3. You acknowledge that your use of the Test Services may expose you to unusual risks of operational failures.
4. HATDeX may terminate the Test Services at any time, without any notice.
1. You agree to provide prompt feedback on your experience with the Test Services when requested by HATDeX. You agree that HATDeX may use your feedback for any purpose, including product development purposes.
5. You agree not to disclose any information regarding the Test Services to third parties and not to use such information for any purpose other than providing feedback to HATDeX.

11. INTELLECTUAL PROPERTY RIGHTS

1. When using the Services, you retain any right, title or interest in your trade secrets, inventions, trademarks, copyright and other intellectual property.
2. Our Services are protected by intellectual property rights in accordance with UK and foreign laws. These Terms do not grant you any right, title or interest in any of our Services, in HATDeX’s trademarks, logos and other intellectual property rights and in the content of other users of the Services.

3. HATDeX respects intellectual property rights. To this end, HATDeX allows anyone to file notices of alleged copyright infringements in relation to the use of the Services. When HATDeX considers a copyright infringement claim to be founded, it reserves the right to delete or disable content alleged to be infringing and suspend or terminate the HAT Accounts of the infringers.
4. HATDeX's designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent

8 Comberton Road

Barton

Cambridge CB237BA

12. SOFTWARE

Some of our Services allow you to download and use client software ("**Software**") which may be updated automatically. As long as you comply with these Terms, you have a limited, non-exclusive, non-transferable, revocable licence to use the Software, solely to access and use the Services. To the extent any component of the Software may be offered under an open source licence, HATDeX will make that licence available to you and the provisions of that licence may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to:

1. reverse engineer the Software;
2. decompile the Software;
3. use the Software for any purpose other than accessing or using the Services;
4. attempt any of the above conduct;
5. assist anyone in carrying out or attempting any of the above conduct.

13. SUSPENSION OF OUR SERVICES

1. HATDeX may suspend in whole or in part the provision of its Services to you at any time without incurring any liability if:
 - a. HATDeX reasonably believes that you acted or are acting in breach of the Terms, including the Acceptable Use Policy;
 - b. HATDeX reasonably believes that the User acted or is acting in breach of any applicable law;
 - c. you fail to cooperate with HATDeX's investigations of suspected breaches or technical faults;
 - d. HATDeX reasonably believes that your Data Shopper Account has been accessed by an unauthorised third party or its security has been compromised in any other manner;
 - e. HATDeX considers the suspension to be reasonably necessary to protect its network, its customers, its commercial interests or any other essential interest;
 - f. HATDeX is required by law or by a governmental authority to suspend its Services;
2. HATDeX will give you reasonable advance notice of a suspension and will offer you the opportunity to cure the grounds underlying the suspension, when this appears to be possible in HATDeX's judgment.

14. TERMINATION

1. You have the right to terminate this agreement at any time by deleting your Data Shopper Account. The deletion of your account takes place in a manner similar to emptying the recycle bin on a computer. However, you accept that removed content may persist in backup copies for a reasonable period of time. HATDeX bears no responsibility for the loss of data resulting from the deletion of your account.

2. HATDeX may terminate this agreement without notice at any time for any reason.

15. WARRANTIES

While HATDeX strives to provide Services of the highest attainable quality, it cannot guarantee that it will always be able to do so. To the fullest extent permitted by the law, HATDeX and its affiliates, suppliers and distributors make no warranties, either express or implied, about the Services. The Services are provided on an "AS IS" basis. HATDeX also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.

16. LIMITATION OF LIABILITY

1. To the fullest extent permitted by law, except for any liability for HATDeX's or its affiliates' fraud, fraudulent misrepresentation or gross negligence, HATDeX, its affiliates, suppliers or distributors shall not be liable for:
 - a. any indirect, special, incidental, exemplary, or consequential loss or damages of any kind;
 - b. any loss of profit or income;
 - c. any loss of business or business opportunity;
 - d. any loss or corruption of data;
 - e. any anticipated savings or revenue;
 - f. any punitive damages;
 - g. any loss of goodwill or reputation; or
 - h. any other loss that could have been avoided by the damaged party's use of reasonable diligence.
2. This will be regardless of whether or not HATDeX or any of its affiliates has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose.

3. HATDeX will not be in breach of the Terms if the failure to perform any of its obligations is due to an event beyond its control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
4. The maximum aggregate liability of HATDeX, its affiliates, suppliers and distributors shall not exceed £ 20.

17. EXPORT MATTERS

You declare that HATDeX is not legally prohibited to provide you with the Services and that you are neither located in nor a national of any country that is embargoed or restricted under applicable export laws. You agree that you will not use, import or export the Services in any manner which would cause HATDeX or its affiliates to breach any applicable export control laws, rules, or regulations. You agree that you will not allow access to or use of the Services by any persons or organisation that is located in or is a national of any country that is embargoed or restricted under applicable export laws.

18. INDEMNIFICATION

1. If HATDeX, its affiliates, suppliers and distributors or any of their employees, agents, or suppliers (the “**Indemnitees**”) face a legal claim by a third party arising out of your negligence, breach of Terms or any applicable law, breach of your agreement with your customers, you will bear the costs associated with the claim and any damages award, fine, or any other amount that is imposed on the Indemnitees in relation to the claim.
2. The obligation included in the previous paragraphs includes claims arising out of the acts or omissions of your employees or agents, any other person that you

authorised to access the Services, and any person who gains unauthorised access to the Services due to your failure to use reasonable security measures.

3. HATDeX will choose legal counsel to defend the claim and will inform you on the choice. You agree to cooperate with HATDeX's in the defence of the claim. We may settle the claim only with your consent. However, you cannot unreasonably withhold, delay, condition or withdraw such consent.

19. GOVERNING LAW

These Terms are governed by English law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

20. DISPUTE SETTLEMENT

1. HATDeX wants to address your concerns without needing a formal legal case. If a dispute arises out of the Terms, before filing a claim against HATDeX, you agree to attempt to resolve the dispute informally by contacting info@HATDeX.org. HATDeX will make any effort to achieve an amicable solution to the dispute. If the dispute is not resolved informally within 15 days from the date of the first email concerning such a dispute, you and HATDeX are entitled to start legal proceedings.
2. Any dispute arising out of the Terms, which is not resolved amicably in accordance with the preceding paragraph, is subject to the exclusive jurisdiction of the competent English court.
3. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class arbitrations, class actions and consolidation with other arbitrations are not allowed.

21. WAIVER, SEVERABILITY AND ASSIGNMENT

HATDeX's failure to enforce a provision of the Terms does not waive its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. HATDeX may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

22. MODIFICATIONS TO THE TERMS

HATDeX may revise these Terms at any time, and will always post the most current version on its website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

23. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and HATDeX with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.