

# MOBILESQUARED LIMITED

## 'Ask the Messageverse' Product

### Terms & Conditions of Use Agreement

The purpose of this document is to set out the contract, delivery policy (the process by which Mobilesquared agrees to deliver Messageverse products including the 'Ask the Messageverse' data snapshot service), the intellectual property ("IP") rights of the proprietary data contained in Mobilesquared's Messageverse products, and the use of this data by third parties who purchase them ("Third Parties").

**With regards to the 'Ask the Messageverse' data snapshot service, Mobilesquared offers no further detail, information, explanation or analysis beyond the summary data itself. The customer agrees that this service is delivered on the basis that the data file supplied represents Mobilesquared's most up-to-date available forecasts at the specific moment in time that the data search is purchased. Mobilesquared has no obligation to provide any further information relating to the sale beyond that contained in the search results document (which includes a glossary of terms used and explanation of our data processing methodology).** If the customer would like further information, explanation, understanding or a deeper market view, the customer is welcome to engage Mobilesquared on a paid project basis to carry out further explanation, or analysis, or consultancy, or to purchase a subscription product. In this instance the customer will specify their requirements as part of a separate task/project/transaction.

#### Agreed terms.

##### 1. Definitions and interpretation

- 1.1. 'The Messageverse' is a trademark owned by Mobilesquared Ltd. It is the name of all the data universe that Mobilesquared Ltd. owns globally relating to messaging information (including but not exclusively) information relating to the use of messaging across SMS/WhatsApp/ Viber/ Facebook Messenger. This information is accessible to users through an online portal. The information is provided along with an explanation as to the source data and the methodology in developing the information.
- 1.2. 'Ask the Messageverse' is a summary of the information available relating to a single country and provides the summary data for a single platform (i.e. SMS, WhatsApp, Viber, Facebook Messenger etc.). This is provided to customers following their selection of country and platform.
- 1.3. The Portal, provided by Mobilesquared is the web-based 'front end' that provides customer access to the Messageverse information.

##### 2. Delivery & Payment

- 2.1 This clause outlines Mobilesquared's delivery policy relating to the following product 'Ask the Messageverse' (a single platform, single country view).  
In purchasing the 'Ask the Messageverse' product (each item a single platform, single country view).
- 2.2 Mobilesquared will deliver the information (i.e. that the customer has self-selected) from the Messageverse, within 24 hours of receipt of payment to their account. Please note that any delay in payment to Mobilesquared's account (for example delays through foreign exchange transactions, delays through credit cards not registered at stated addresses etc. which flags a credit risk) will delay the transfer of the information. However Mobilesquared will inform the customer if there is a delay.

##### 3. Services

- 3.1 Mobilesquared's 'Ask the Messageverse' product makes the latest information from the Mobilesquared Messageverse database available to the customer in the following way
  - 'Ask the Messageverse' product is designed as a 'Pay as you go' service.
  - The information made available to customers is a summary of the messaging information in the 'Messageverse' database for a single country (as selected by the customer), and of a single platform (as selected by the customer).
- 3.2 Mobilesquared offers no further detail, information, explanation or analysis beyond the summary data itself. No further information data, explanation or understanding will be made available unless the customer engages Mobilesquared on a paid project to carry out further explanation, or analysis, or consultancy, or to purchase a subscription product. In this instance the customer will specify their requirements as part of a separate

task/project/transaction. Mobilesquared has no obligation to provide any further information relating to the sale.

## 4. Intellectual Property

**4.1. Intellectual Property** in this case refers to the data, more specifically the messaging information relating to the platform type(s) within the country (or countries) that the customer has selected to purchase. Like other forms of property, IP is an asset which has value and can be traded. Legal protection for Intellectual Property in the UK and elsewhere in the world is provided by legal rights, which are known as Intellectual Property Rights ("IPR"). This Code of Practice is governed by the law of England and Wales.

**4.2. The Use of IP belonging to Mobilesquared by Third Parties.** Third parties who purchase Mobilesquared's 'Ask the Messageverse' Report(s), agree to be bound by the terms of this contract, which determines the conditions with respect to IP ownership and use. These terms include.

**4.2.1.** The purchasing company agrees that the data and insight contained in the Portal is intended solely for the purchasing company's internal use, and must not be shared outside of the purchasing company, either in part or in its entirety, without seeking the data owner's (Mobilesquared Limited) express permission.

**4.2.2.** Failure to seek the data owner's (Mobilesquared Limited) permission to share this data, will result in the purchasing company being charged up to £50,000, in lieu of lost earnings to the data owner (Mobilesquared Limited).

- i. The purchasing company agrees not to misuse or misrepresent the data contained in the Reports in a way that infringes the Intellectual Property Rights belonging to Mobilesquared. This includes:
  - a. clearly attributing to "Mobilesquared" the data or proprietary insight contained in the Messageverse products, if the Third Party wishes to quote a selected part the data in a public forum.
  - b. clearly representing the true and accurate context of the data or proprietary insight contained in the Messageverse products, so as not to miscommunicate, or allow an audience to misconstrue, its original meaning as published by Mobilesquared Limited.
- ii. If third parties wish to use the IP, then care must be taken that appropriate permission or rights exists for the intended use and if not, approval should be sought from the owner for the envisaged use. Third Parties should contact the data owners (Mobilesquared Limited) to seek further clarification or advice on this point, if needed.

**4.2.3.** Mobilesquared retains the Intellectual Property Rights to the Ask the Messageverse information and all associated materials.

## 5. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales. Each party expressly consents to the jurisdiction of the courts of England and Wales to resolve any dispute arising from this Agreement.

- (a) commits any gross misconduct affecting the business of Mobilesquared Ltd. or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of Mobilesquared Ltd or
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (d) is in the reasonable opinion of Evolved Intelligence Ltd negligent or incompetent in the performance of the Services.