

MeasurAI/DeepMetrica Terms of Use

Date: February 15, 2021

Version 1.0

MeasurAI located at (*Skyline, Harju maakond, Tallinn, Lasnamäe linnaosa, Lasnamäe tn 4b-26, 11412 Estonia*) (“MeasurAI”, “we”, “us”, or “our”) provides the services through our brand DeepMetrica (“DeepMetrica”) and its website located at www.deepmetrica.com (“Our Website”) to the users of Our Website who include natural or legal persons and entities that register through Our Website (“Client”, “you” or “your” and collectively, “Clients”), and wish to use our services and reports (“Services” or “DeepMetrica”) to analyze and receive information on the interaction of third party visitors (“Client Site Visitors”) with their own websites or mobile applications (“Client Sites”) (“Your Visitor Information”).

When we use the terms 'us', or 'our', we refer to DeepMetrica or MeasurAI and affiliated divisions of our organization. DeepMetrica, our brand and service, and MeasurAI (“we”) will be used interchangeably in these Terms of Use.

The following terms and conditions (“Terms of Use”) govern your use of Our Website, the Services, or any other content available at or through Our Website.

Please read the Terms of Use and the [Privacy Policy](#), which is incorporated herein. The Terms of Use and the Privacy Policy constitute a legal agreement between you and MeasurAI/DeepMetrica (“Agreement”) and you agree to be bound by the Agreement by accessing or using the Services or Our Website. If you do not agree to the Agreement, you, unfortunately, are not allowed to access to the Services.

1. REGISTRATION AND ACCESS

1.1.Registration Process

In order to apply for the Services, you must first create an account and complete the registration process. You must provide MeasurAI/DeepMetrica with the information by filling the registration form, which requests your name, surname, e-mail address, password and billing information. The information provided by you must be complete and accurate and you must keep such information up to date.

If you use Our Website or the Services on behalf of a legal person or an entity as an employee or agent, you must be legally authorized to act on behalf of and to bind that legal person or entity. If you no longer have this authority, you must inform MeasurAI/DeepMetrica, and that legal person must provide MeasurAI/DeepMetrica with a new authorized representative. MeasurAI/DeepMetrica will not be liable against the legal person or the entity in case a person enters into the Agreement on behalf of a legal person or entity without the required authorization. If the legal person or the entity has a right to reject to be bound by the Agreement, the natural person acting as an employee or agent shall be fully responsible to fulfill all obligations under the Agreement.

1.2. Protection of Account Information

You must protect your username, password, and other information provided to MeasurAI/DeepMetrica. You are solely responsible for all activities that occur under or through your account whether or not those activities are initiated by third parties. If you allow an employee or agent to access your account and the Services on your behalf, you agree to ensure that such third party abides by the Agreement. You must notify MeasurAI/DeepMetrica immediately if any unauthorized use of your account or any other breach of security relating to your account has occurred. MeasurAI/DeepMetrica will not be liable for any losses or damages that you may incur as a result of a third party using your username or password, either with or without your knowledge, except the cases in which MeasurAI/DeepMetrica has caused such losses or damages intentionally or with gross negligence.

You also agree to ensure the functionality of your computer or mobile device and network connections that connect you to the Services.

1.3. Access to Your Account

MeasurAI/DeepMetrica may access your account or information associated with your account to provide support or maintenance, for security reasons or any other business purpose. You agree, accept and consent to such access.

Your access to your account, to the Services, or to Our Website may be temporarily limited or suspended in the following situations: *(i)* during planned downtime for upgrades and maintenance of the Services; *(ii)* during any unavailability caused by downtime, technical failures, acts undertaken by third parties (such as our hosting providers, etc.), connectivity issues on the internet networks, force majeure, including but not limited to acts of God, acts of government, acts of terror or civil unrest, distributed denial of service or other attacks on the Services; *(iii)* if we suspect or detect any malicious software, code or activity within your account, or *(iv)* if you breach the Agreement or any other rule under the applicable law and the law of the country in which you reside.

2. SUBSCRIPTIONS AND FEES

2.1. Withdrawal/Refund Period

MeasurAI/DeepMetrica provides a money-back guarantee within 14 days after the registration process if you are dissatisfied with the product and the plan (“Withdrawal Period”). In the Withdrawal Period, you can try out the Services for 14 calendar days from the date you register to use the Services and withdraw before the end of the period if you are not satisfied with the product. To view the specific details regarding the Refund Policy, if any, visit our [Refund Policy](#).

If you do not cancel the Services by the end of the Withdrawal Period, you agree to allow us to charge your credit card or your related payment account the full cost of your subscription plan, as

described during the registration process. You will not receive a notice from MeasurAI/DeepMetrica that your Withdrawal Period is about to end or has ended.

You may cancel your subscription plan at any time during the Withdrawal Period by following the steps described in Section 2.5. Upon the cancellation, you will immediately lose all access to your account, to the Services, and to any data or information stored within your account (please see Section 10 for further information).

MeasurAI/DeepMetrica reserves the right to modify, cancel and/or limit the Withdrawal Period or money-back guarantee offer at any time.

2.2.Subscription Plans

MeasurAI/DeepMetrica offers the following subscription plans to the Services, including, without limitation, a “Free Plan”, a “Plus Plan”, a “Basic Plan”, a “Simple Plan”, a “Medium Plan”, a “Pro Plan”, a “Premium Plan” and “Custom Plans”. Please visit Our Website to see available subscription plans, their features, and the pricing information.

In order to use and access to the Services, you agree to pay all fees applicable to your subscription plan (“Your Plan”). You also agree to pay any other fees for additional services you may purchase as well as any taxes and charges applicable. You may see the details of Your Plan through your account on Our Website.

The Services is priced based on usage, determined by the number of page views (each a “Visit”) of a registered web page for a Client Site for a specified usage period (each, a “Session”). With respect to each such Client Site, MeasurAI/DeepMetrica will have no obligation to collect, maintain, provide or analyze any further information relating to your Client Site, analyze such information in reports, or provide information or reports once you *(i)* reach the maximum number of Visits for your Session, as specified in Your Plan; or *(ii)* reach the maximum amount of usage time for your Session, as specified in Your Plan, whichever occurs first.

We may change the fees for the Services at any time or apply new fees or charges. Such changes will be effective immediately upon posting on Our Website. Having said this, such changes will be effective only as to prospective the Services orders (including renewals) accepted by MeasurAI/DeepMetrica after the effective date of such change. Please be aware that any discounts applicable to previous or current subscriptions may not apply to renewed subscriptions.

Your Plan, which may start with a Withdrawal Period described above will automatically renew and continue month-to-month or year-to-year, depending on your Plan, under the same conditions unless and until you cancel your Plan, or we terminate it pursuant to the Agreement (please see Section 2.5 and Section 10 for further information).

2.3.Payment Methods and Terms

You must pay the fees of Your Plan in advance on a monthly or annual basis (“Billing Cycle”). You must cancel Your Plan before it renews in order to avoid the fees due under the next Billing Cycle.

You must provide MeasurAI/DeepMetrica with accurate and complete billing information and valid payment method information. Valid payment methods are payment by credit card or through Stripe. By submitting such payment information, you automatically authorize MeasurAI/DeepMetrica to charge you the fees based on the related Billing Cycle.

You acknowledge that the amount billed for each renewal period may vary due to promotional offers, changes in Your Plan, and changes in applicable taxes, and you authorize us to bill you the corresponding amounts. Should the automatic billing fails to occur for any reason, we will notify you by e-mail and you must provide us with a new payment method in case you wish to continue to use the Services.

If payment is not received from your credit card issuer or your Stripe account, you agree to pay all amounts due upon demand. You also agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. We reserve the right to deactivate your access to your account and/or cease to provide the Services in case of failure to pay applicable fees as described in the Agreement.

In case of payment by credit card, you must promptly notify MeasurAI/DeepMetrica if your credit card is lost or stolen.

2.4.Refunds

No refunds or credits will be provided for partial months of the Services, upgrades/downgrades, or for months unused with an open account.

If you downgrade Your Plan level, you will automatically be charged the new rate beginning with your next Billing Cycle. Downgrading Your Plan may cause the loss of account content, features, or capacity. MeasurAI/DeepMetrica does not accept any liability for such loss.

If you upgrade Your Plan level, you will immediately be charged a pro-rated amount reflecting the increased rate, and you will be charged the full amount of the new rate beginning with your next Billing Cycle.

Any discounts applied to a previous subscription may not apply to a renewed subscription, and/or to any automatic renewals.

2.5.Cancellation

The only valid method for canceling Your Plan is through the cancellation link provided on your account page on the DeepMetrica Website. Requests to cancel by e-mail or phone are not considered, and do not accomplish, cancellation.

If you cancel Your Plan before the end of your current pre-paid period, you will no longer be charged for Your Plan starting with the next Billing Cycle. If you cancel Your Plan, upon the expiration of your current pre-paid period, you will lose all access to the Services and any data or information stored in your account (please see Section 10 for further information).

3. LICENSE FROM MEASURAI/DEEPMETRICA

MeasurAI/DeepMetrica grants you a limited, revocable, non-exclusive, non-transferable and non-assignable license; (i) to view the content of Our Website, to which you are granted access, solely for your personal use, and without the right to modify or redistribute any such content; (ii) to include the DeepMetrica-provided JavaScript (together with any fixes, updates and upgrades provided to you, the “DeepMetrica Script”) in the HTML code for your Client Sites that are properly registered for the Services and owned by you, solely for the purposes of accessing and providing information to the Services and accessing information available from the Services with respect to such Client Site(s); and (iii) to remotely access the Services to view and download your reports stored on Our Website, located at www.deepmetrica.com.

Except as otherwise stated herein, all rights, titles, and interest in Our Website and/or the Services and any content and intellectual property rights contained therein is the exclusive property of MeasurAI/DeepMetrica. Unless it is expressly set forth herein, you are not allowed to (i) use, reproduce, copy, modify or create derivative works of the DeepMetrica Script, Our Website, or the Services, or (ii) transfer, lease, lend, sublicense, resell or otherwise distribute or allow third-party access to all or any portion of the DeepMetrica Script, Our Website or the Services. Any breach of those will constitute a material breach of the Agreement and give MeasurAI/DeepMetrica a right to suspend or terminate your access to your account and the Services; further you will be liable for damages suffered by MeasurAI/DeepMetrica.

4. LICENSES TO MEASURAI/DEEPMETRICA

4.1. License to Client Data

You agree to grant to MeasurAI/DeepMetrica a royalty-free, non-exclusive, irrevocable, right and license to access your Client Site(s) and to collect any information concerning Client Site Visitors' activities on your Client Site(s), any information sent to you by Client Site Visitors' web browsers concerning such Client Site Visitors' activities prior to visiting your Client Site(s) (e.g., URL information and HTTP header information), and/or any data or other information you provide to MeasurAI/DeepMetrica or that is otherwise accessible from your Client Sites (collectively "Client Data"). You hereby accept that Measure can access and collect the Client Data in order to (i) provide you with reports and other functions related to the Services; (ii) analyze and improve the Services generally; and/or (iii) review, compile, or analyze aggregate data derived from your use of the Services to compile statistics, metrics, insights and general trend data about the Services for, among other things, marketing and promotional purposes.

You represent and warrant that you have all rights, licenses, and consents required to license Client Data to MeasurAI/DeepMetrica, and that this license does not infringe any rights of third parties or breach any applicable law or regulation.

If you provide MeasurAI/DeepMetrica with any feedback, suggestions, comments, or improvements with respect to Our Website and/or the Services, MeasurAI/DeepMetrica may freely use them without any limitation and expectation to compensate you.

4.2. License to Material Which You Post

By posting any software, information, data, databases, music, audio, video or audiovisual files, photographs, images, documents, text, digital files, forum messages, reviews, comments, or other material ("Material") to Our Website, you grant MeasurAI/DeepMetrica an irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable worldwide license to reproduce, adapt, distribute, perform or publicly display all or any portion of the Material on the Services. You further represent and warrant that you own all rights to such Material and that this license does not infringe any right of third parties or breach any applicable law or regulation.

5. PRIVACY AND PERSONAL DATA PROTECTION

5.1. General Principles

“Personal Data” refers to information that can be used to personally identify an individual, such as name, identification number, address, phone number, location data and include “personal data” as defined under the Regulation (EU) 2016/679 (General Data Protection Regulation-, “GDPR”) and the laws of Estonia. Since MeasurAI/DeepMetrica is located within the territory of the European Union, the GDPR shall be applicable together with the laws of Estonia. Additionally, since the Services will be operated to the Clients outside the European Union, such as the ones located in Turkey and those countries, such as Turkey, have separate legislation on personal data protection, the laws of those countries, such as Turkey, shall be applicable to the personal data protection. In case of any difference, the GDPR and the laws of Estonia shall be considered.

By using the Services, you may collect and process various Personal Data and MeasurAI/DeepMetrica may process those Personal Data on your behalf. You accept and agree that you shall be solely and exclusively responsible to comply with any applicable law for collecting and processing such Personal Data. This includes obtaining any consent that you are legally required to obtain from your end users/customers/visitors.

As stated above, you and MeasurAI/DeepMetrica agree that you are the Controller of Personal Data processed under the Agreement, and that MeasurAI/DeepMetrica is the Processor and may process Personal Data on your behalf. Therefore, you are obligated to enter into a Data Processing Agreement (“DPA”) with us. By accepting the Terms of Use and starting to use the Services, you are accepting the DPA as well. The Terms of Use and the DPA are mutually conditional on each other and upon acceptance/termination of the Terms of Use or the DPA, the DPA or the Terms are accepted/terminated. You can review and download the MeasurAI/DeepMetrica’s DPA at www.deepmetrica.com/legal/support/dpa/.

MeasurAI/DeepMetrica establishes Personal Data security in accordance with the applicable laws. The measures to be taken must be designed to guarantee a protection level appropriate to the risk

concerning confidentiality, integrity, availability, and resilience of the systems. MeasurAI/DeepMetrica may provide you, upon reasonable request, with adequate proof of compliance with its Personal Data proceeding obligation.

The Services may contain links to third-party web sites or services that are not owned or controlled by MeasurAI/DeepMetrica, MeasurAI/DeepMetrica has no control over and no responsibility for the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that MeasurAI/DeepMetrica shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

5.2.Cookies Used by the DeepMetrica Script for Client Site Visitors

The MeasurAI/DeepMetrica may store cookies on computers used by Client Site Visitors to your Client Site (the “Client Site Visitor Cookies”). The cookies may contain a cookie value that allows MeasurAI/DeepMetrica to detect if the Client Site Visitor is a returning Client Site Visitor or a first-time Client Site Visitor. No Personal Data of the Client Site Visitor or details about your Client Site's content or statistics are stored within such cookies. Our use of cookies is further described in our [Privacy Policy](#) and [Cookie Policy](#).

5.3.Security

Your account is protected by a username and password and should be accessed only by a third party authorized by you on your behalf. MeasurAI/DeepMetrica has implemented reasonable security mechanisms to protect your account, information, and Client Data. However, you use the Internet, Our Website, and the Services solely at your own risk and subject to applicable laws and regulations. While MeasurAI/DeepMetrica is committed to creating secure and reliable a website and service, MeasurAI/DeepMetrica is not responsible for the security of any information outside of its control since no security system is impenetrable.

5.4.Access to Your Data

MeasurAI/DeepMetrica commits to securely storing your data in accordance with the time frames corresponding to each Your Plan. You expressly acknowledge and accept that MeasurAI/DeepMetrica does not provide any archiving or backup services and all data exceeding the stated timeframe will be automatically deleted from our systems.

Except as otherwise stated in the Agreement, MeasurAI/DeepMetrica shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any of your data, except for the purposes of the Services, without any further prior need of approval or consent from you.

5.5.Confidentiality

MeasurAI/DeepMetrica will keep your information confidential. However, you are aware of the fact and agree that MeasurAI/DeepMetrica may disclose any confidential information as well as any data in case MeasurAI/DeepMetrica is required to do so pursuant to the applicable law or in the good faith belief that such disclosure is reasonably necessary to comply with a legal process, or enforce the Agreement, or respond to claims that any of your consent and/or the information/data violates the third parties' rights.

6. INDEMNIFICATION

You will indemnify, hold harmless and (if requested by MeasurAI/DeepMetrica) defend MeasurAI/DeepMetrica, including any of our affiliates, licensors, and their respective independent contractors, service providers, consultants, shareholders, directors, officers, employees and agents, and other partners (collectively, the "Indemnified Parties"), to the maximum extent permitted and at your cost, against any and all third-party claims, actions, proceedings, and suits asserted against the Indemnified Parties, and all related liabilities, damages, losses, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable legal and accounting fees) incurred by the Indemnified Parties arising out of or in any way related to (i) your breach of any provision of the Agreement; (ii) your use of and/or access to the Services which is not in accordance with the Agreement or which breach the applicable law; (iii) your unauthorized use of any material obtained through Our Website, the Services, the DeepMetrica Script or other Services; (iv) your processing of Personal Data in connection with your use of Our Website and the Services; and (v) any violation of any rights of third parties caused by your acts or omissions. In such instances, MeasurAI/DeepMetrica will provide you with electronic or written notice of such third-party claim, action, proceeding, or suit to the last e-mail address or mailing address furnished to MeasurAI/DeepMetrica within 30 calendar days of learning of such claim. You shall cooperate as fully as reasonably required in the defense of any claim.

7. REPRESENTATIONS AND WARRANTIES

In addition to, and without limiting, the representations, warranties, and covenants made by you elsewhere in the Agreement, you represent and warrant to MeasurAI/DeepMetrica that you (i) have all necessary rights and authority to enter into the Agreement; (ii) own all right, title and interest in and to the URLs of your Client Sites; (iii) will comply with the applicable law and all laws and regulations applicable to you when accessing and using Our Website and the Services; (iv) own or have obtained all rights necessary to publish all of the content published on or through your Client Sites and the user interface of your Client Sites; and (v) have obtained all necessary consent(s), from Client Site Visitors or any other third parties, required to enable the Services and to collect, use, and distribute any information available on your Client Site necessary for use or provision of the Services or otherwise described in the Agreement.

You represent and warrant to MeasurAI/DeepMetrica that you provide and maintain a legally required and necessary privacy policy with respect to the collection, use, process and disclosure of Personal Data including but not limited to Personal Data collected through your use of Our Website and the Services. In case you are subject to specific laws, you represent and warrant that your use of Our Website and the Services is in accordance with such laws. MeasurAI/DeepMetrica will not be liable for your failure to comply with any law.

8. DISCLAIMER

Your use of the Service is at your sole risk. The Services, the DeepMetrica Script, the MeasurAI/DeepMetrica Technology, Our Website and any reports are provided on an “AS IS” and “AS AVAILABLE” basis; other than for the express warranties of the Agreement; and MeasurAI/DeepMetrica hereby makes no further warranties, claims or representations, whether express or implied, and hereby disclaims all other warranties including, but not limited to, implied warranties or merchantability, fitness for a particular purpose, non-infringement or course of performance. MeasurAI/DeepMetrica does not warrant that (i) the Services, the DeepMetrica Script, the MeasurAI/DeepMetrica Technology, Our Website and any reports will meet your needs and requirements or be free from errors or defects or will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; or (iii) the Services, the DeepMetrica Script, the MeasurAI/DeepMetrica Technology, Our Website and any reports are free of viruses or other harmful components.

9. LIMITATIONS OF LIABILITY

Neither MeasurAI/DeepMetrica, nor any of our representatives (including but not limited to our affiliates, licensors, and their respective independent contractors, service providers, consultants, shareholders, directors, officers, employees, suppliers and agents will be liable to you or any third party, including, without limitation, any Client Visitors, for any direct or indirect, special, punitive, consequential (including, without limitation, lost profits, loss of data, loss of use or loss of goodwill), or incidental damages, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if such persons have been advised of the possibility of such damages. These limitations do not apply in case MeasurAI/DeepMetrica has willfully caused the damage.

The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

10. TERMINATION

MeasurAI/DeepMetrica may modify, terminate, or suspend your access to the Services immediately, without prior notice of liability, if you breach the Agreement or any applicable law, or for any other reason including but not limited to the reasons stipulated in this Agreement. Each party may terminate the Agreement at any time and for cause as a result of a material breach by the other party of the Agreement, if the defaulting party fails to cure such breach within 15 calendar days starting from the written notice of the breach from the non-defaulting party. In order to terminate your account or your use of and access to the Services, please follow the steps described in Section 2.5 of this Terms of Use. Cancellation and/or expiration of Your Plan does not represent termination of your account.

Upon any termination of the Services (i) MeasurAI/DeepMetrica will cease providing the Services and delete any data uploaded into your account (including any Personal Data); (ii) you will delete all copies of the DeepMetrica Script from your web page(s); (iii) any outstanding balance payable

by you to MeasurAI/DeepMetrica will become immediately due and payable and any collection expenses incurred will be included in the amount owed; (iv) you will not be entitled to any refunds of any usage fees or any other fees; and (v) all of your historical report data will no longer be available to you through DeepMetrica.

In addition, upon expiration of any Session with respect to a web page, you shall delete all copies of the DeepMetrica Script from such web page. You understand and acknowledge that, unless and until the DeepMetrica Script is deleted from a web page, the DeepMetrica Script may continue to track information on such web page on an automated basis.

11. CHANGES

The Agreement may be modified only (i) by obtaining our written consent in a notarized agreement signed by an officer of MeasurAI/DeepMetrica; or (ii) as set forth below in the immediately following paragraph.

You hereby agree and accept that MeasurAI/DeepMetrica has a right, at our sole discretion, to modify or update any term of the Agreement or any other policy governing the Services from time to time, or to issue new policies or regulations governing the Services, and that your right to access to and use of the Services is conditioned on an ongoing basis with your compliance with the then-current version of the Agreement. For clarity, in order to continue to access to or use of the Services after those revisions or modifications become effective, you agree to be bound by the revised terms. We will notify you of any material revisions or modifications to the Agreement by posting a notice on the Our Website for 30 days following any revisions or modifications to the Agreement and/or by posting a notice on the Our Website the first time that you visit the Our Website following such revisions or modifications. You will be deemed to have agreed to the new terms and conditions if you continue to access to and use of the Services after the passage of 30 days from the time the revised terms and conditions are first posted on the Our Website. We have no responsibility for your failure to actually receive notice. You are responsible for regularly reviewing the Our Website for revisions to the Agreement.

12. MISCELLANEOUS

12.1. Entire Agreement

Save for the provision in the first third paragraph of the Agreement which defines the term of “Agreement”, the Terms and Use, together with the Privacy Policy (as well as the Cookie Policy and any Foreign Addenda, as defined in Section 5.2., entered into by the parties, and all other terms, conditions and policies incorporated herein by reference, together with any legal notices or other terms or conditions published on Our Website, shall constitute the entire agreement between you and us concerning Our Website and the Services.

12.2. Adversiting

Unless you specifically withdraw your consent to this clause by sending an e-mail to support@deepmetrica.com you hereby acknowledge, agree and consent that

MeasurAI/DeepMetrica may use your marks, logos and trade names to identify you as MeasurAI/DeepMetrica's user/customer/client on Our Website and/or the Services, as well as any other marketing material.

12.3.Survival

The Agreement (including any amendment thereto) represents the complete agreement between us concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to reflect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. Rights and obligations under this Agreement which by their nature are intended to survive termination.

12.4.Governing Law and Dispute Resolution

The Agreement is governed by and construed in accordance with the laws of Estonia. The GDPR and other laws that are legally required to be followed shall also be applicable. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The parties agree that any dispute or claim arising out of or in connection with the Agreement or its subject-matter shall be settled by the courts of Estonia. MeasurAI/DeepMetrica shall retain the right, at its option and for its exclusive benefit, to institute proceedings regarding or relating to your use of Our Website and the Services in the courts of law of the country in which you reside. You and MeasurAI/DeepMetrica waive their rights (if applicable) to a trial by jury relating to all claims and causes of action (including counterclaims) related to or arising out of the Agreement. This waiver shall also apply to any subsequent amendments or modifications to the Agreement.

Any failure to enforce, at any time, any of the rights or provisions of the Agreement, or the failure to require, at any time, the performance by you or MeasurAI/DeepMetrica of any of the rights or provisions of the Agreement, shall in no way waive those rights or provisions.

The parties hereby independently waive any right to bring or participate in any class action (if applicable) in any way related to, or arising from, the Agreement.

12.5. Notices

When you visit the Website or send emails to us, you communicate with us electronically and consent to receive communications from us electronically. We may communicate with you by: *(i)* email to your email address indicated in your communications with us, *(ii)* posting general notices on Our Website, or *(iii)* posting messages that are displayed to you when you log in to or access Our Website. MeasurAI/DeepMetrica may deliver notice to you under the Agreement by means of electronic mail, a general or specific notice on the Services, a communication to your DeepMetrica account or by written communication delivered to your address on record. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Any notices to MeasurAI/DeepMetrica must be sent to:

Skyline, Harju maakond, Tallinn, Lasnamäe linnaosa, Lasnamäe tn 4b-26, 11412 Estonia

via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default.

12.5. Transfer of Rights

You may not assign or otherwise transfer any of your rights hereunder without MeasurAI/DeepMetrica's prior written consent. However, both parties can assign their rights and obligations under the Agreement in connection with a consolidation, merger, acquisition or sale of substantially all of their assets, shares or activities without the prior consent of the other party.

The relationship between MeasurAI/DeepMetrica and you is not one of a legal partnership, agency, single employer, joint employer or any other type of employment relationship but is one of independent contractors. You or MeasurAI/DeepMetrica have no right, power or authority to enter into any agreement on behalf of, to incur any obligation or liability of, or to otherwise bind the other party.

12.6. Severability

If any provision of the Agreement is held to be invalid or unenforceable by a court, then the remaining provisions will have full force and effect to the maximum extent possible.

Contact Details: support@deepmetrica.com

Effective Date of this Terms of Use: 15th February 2021