

Terms & Conditions

1. The Campaign Period

- a. This “Referral Contest” (“**Campaign**” or “**Contest**”) is organized by DeepMetrica (“**DeepMetrica**”) that operates as a subsidiary of MeasurAI Yapay Zeka ve Teknoloji Sistemleri Sanayi (“**MeasurAI**”) and operates on the website (“**Site**”/ “**Sites**”) “<https://referral.deepmetrica.com/>”. The campaign will run from 15th February 2021 onwards (the end date will be announced at least one week prior to the end of this campaign by email and/or on the landing page of the Campaign) (“**Campaign Period**”).
- b. For the avoidance of doubt, these Terms and Conditions are an integral part of the Site Terms of Use (“**Terms of Use**”), and Site Privacy Policy (“**Privacy Policy**”), which should all be read as a whole.
- c. In the event of any conflict, inconsistency or ambiguity between these Terms and Conditions, the Terms of Use and/or the Privacy Policy, the following descending order of precedence will apply: (i) Terms of Use, (ii) Privacy Policy, (iii) these Terms and Conditions.

2. Eligibility

- a. Subject to these Terms and Conditions, this Campaign is ONLY opened to DeepMetrica members across the world, who verified their account within the Campaign Period and who are at least 18 years of age (“**Eligible Persons**” and each, an “**Eligible Person**”, “**Eligible Member**”)
- b. The following persons are NOT eligible to participate in this Campaign:
 - i. permanent and/or contract employees of DeepMetrica (including its subsidiaries and related companies), including their respective immediate family members, meaning parents, spouses, children and siblings;
 - ii. representatives and/or agents (including advertising and campaign agents) of DeepMetrica, their permanent and/or contract employees and their respective immediate family members (meaning parents, siblings and spouse);
 - iii. any person who has committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her DeepMetrica Account or any service granted by DeepMetrica, including the Contest Website, accessible via <https://referral.deepmetrica.com/>, and the Service’s Website, will be accessible via <https://deepmetrica.com/>
 - iv. users under the age of 18 years old;
 - v. users who did not verify their email and/or DeepMetrica Account.

3. The Campaign Mechanics

- a. Sign up:
 - i. To participate in the Contest, an Eligible Person is required to sign up for DeepMetrica online at "<https://referral.deepmetrica.com/>" ("**Contest Website**");
- b. An Eligible Person who receives from DeepMetrica an account confirmation email on his/ her email account which he/she registered with, then verifies his/her email, (if the verify alert no longer appears on the **Founding Member Dashboard**) shall be eligible to participate in the Contest ("**Participant**" or "**Member**" or "**Founding Member**").
- c. An Eligible Person who opened a DeepMetrica Account and verified the registered email address needs to refer DeepMetrica to his/her friends and make them sign up for DeepMetrica, in order to gain more points and rank up in the Founding Members List / Leaderboard ("**the List**"), which shows the rank of each Participant. The persons who do not confirm/verify their email will NOT be eligible to gain prizes and/or participate in this Campaign.
- d. To rank up in the List, Eligible Persons must:
 - i. invite their friends and make sure that their friends register/sign up and have an account as well;
 - ii. refer DeepMetrica to as many friends as they can;
 - iii. fill out the survey to gain more points and to rank up in the list.
- e. All the Eligible Members signed up for DeepMetrica during the Referral Contest period (Campaign Period), will be the Founding Members of DeepMetrica and will gain lifetime exclusive benefits (defined in Clause 4 below).
- f. In determining the ranking, such in the event that the 50th and 51st Eligible Persons have the same number of points, the Eligible Person who reaches the amount earlier will be declared as the 50th for the respective Prize (or "Reward") (defined in Clause 4 below). This rule will be valid for all ranks in the list and the Prize will be available on a first-come-first-served basis.
- g. DeepMetrica will contact all the Eligible Persons via email to notify them about the rank of the Participant and the Prize he/she earned.
- h. In the event that a Participant rejects the Prize during the point of notification, or cannot be reached for reasons beyond the control of DeepMetrica, the Prize will be given to the Eligible Person with the next highest point, and so on.
- i. Any person who has committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her DeepMetrica Account or any service granted by DeepMetrica, or the person who is NOT eligible to participate in this Contest (defined in Clause 2 above) will

NOT be eligible to receive the Prize. In that case, the Prize will be given to the Eligible Person with the next highest point, and so on.

4. The Prize

- a. The Prizes for each Eligible Person will be one of the following:
 - i. The first 50 **Eligible Members** (from the 1st to the 50th, inclusive) in the List will be rewarded by lifetime Plus Plan and an additional lifetime 20% discount in case of an upgrade.
 - In the event that the Member within the first 50 Founding Members decides to upgrade his/her plan, he/she will get a 35\$ discount (at the rate of Plus Plan) and an extra 20% discount for each upper plan.
 - ii. The **Eligible Members** from the 51st to the 100th, inclusive, in the List, will be rewarded by a 1-year free use of Plus Plan and an additional lifetime 20% discount.
 - In the event that a Member ranked between the 51st and the 100th, inclusive, decides to upgrade his/her plan before the end of his/her 1-year free use usage, and if he/she purchases a yearly plan, he/she will get a 35\$ discount (at the rate of Plus Plan) and an extra 20% discount for each upper plan.
 - If he/she purchases a monthly plan, or upgrades after the end of 1 year, he/she will not be able to benefit from the 35\$ discount.
 - iii. The **Eligible Members** from the 101st to the 250th, inclusive, in the List, will be rewarded by a 6-month free use of Plus Plan and an additional lifetime 20% discount.
 - In the event that a Member ranked between the 101st and the 250th, inclusive, decides to upgrade his/her plan before the end of his/her 6-month free usage and if he/she purchases a yearly plan, he/she will get a 35\$ discount (at the rate of Plus Plan) and an extra 20% discount for each upper plan.
 - If he/she purchases a monthly plan, or upgrades after the end of 6 months, he/she will not be able to benefit from the 35\$ discount.
 - iv. The Eligible Members from the 251st to the 1000th, inclusive, in the List, will be rewarded by 1000-session credit to use whenever they want and an additional lifetime 20% discount.
 - In the event that a Member ranked between the 251st and the 1000th, inclusive, decides to upgrade his/her plan, he/she will get a 20% discount for each plan, and the amount remained of 1000-session credit will stay the same in case of an upgrade.

- v. All the Eligible Members signed up for DeepMetrica during the Referral Contest period (Campaign Period), except for the first 1000 Members in the List, will be rewarded by 1000-session credit to use whenever they want and an additional lifetime 10% discount.
 - In the event that a Member, outside the top 1000 Members, decides to upgrade his/her plan, he/she will get a 10% discount for each upper plan, and the amount remained of 1000-session credit will stay the same in case of an upgrade.
- b. The following additional terms and conditions shall apply to the Prize:
 - i. Each Winner is entitled to receive only ONE (1) Prize;
 - ii. The Prizes are neither transferable, nor exchangeable for credit or kind whether in part or in full.

5. The Prize Collection

- a. To claim the Prize, the Members must be Eligible Persons as defined in Clause 2 above.
- b. At the end of the Referral Contest period, the Eligible Members will be notified of the respective Prizes they earned via email. The list of the Founding Members will be on the Service's website, which will be accessible at <https://deepmetrica.com/>
- c. All the Eligible Members must use the same email address they used to sign up, at the end of the Contest, in order to log in to DeepMetrica and start using the service with the Prizes they earned.
- d. The Members who do not use the same email address they used to sign up when they log into DeepMetrica at the end of the Contest, will NOT be eligible to redeem the benefits defined to that email address.
- e. It is the responsibility of the Participants to check out their own emails and get informed about the allocation of the Prizes.

6. Consent

- a. Eligible Persons who participate in this Campaign are deemed to have agreed to be bound by these Terms and Conditions (as varied or changed), the decisions of DeepMetrica and/or the judges and, to the fullest extent permitted by law, to have consented to and authorized DeepMetrica to disclose their particulars to the third-party service providers engaged by DeepMetrica, if any for purposes of the Campaign.
- b. DeepMetrica warrants that the disclosure of such particulars to any third-party service providers shall be limited to the Eligible Persons' names and email addresses and shall be used only in relation to and for purposes of the Campaign.

7. Warranties and Liability

- a. You acknowledge that DeepMetrica and their respective subsidiaries, affiliates and associated companies/entities and agencies do not assume any responsibility for:

- i. any prizes offered under the Campaign;
 - ii. any products and services offered under the Campaign or related to or connected with the Prize;
 - iii. the failure of any electronic communications in relation to delivery and/or receipt of Campaign entries, Prize notifications and other notifications whatsoever.
- b. The supplier of any other products and services offered under the Campaign or related to or connected with the Prize and the organizers, promoters and managers of the Prize are not agents, contractors, employees, servants, consultants or affiliates of the DeepMetrica.
- c. Each Eligible Person in the Campaign shall indemnify and hold the DeepMetrica and their respective directors, officers, employees and agents harmless from and against any and all claims (including claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against DeepMetrica or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Eligible Person including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Eligible Person.
- d. DeepMetrica, its directors, officers, employees and agents will not be liable to the Eligible Persons under the Campaign nor his/her companions or any other person for any deficiency, delay, omission or failure related to or connected with any event or Prize including, but not limited to, the cancellation, rescheduling or disruption of any event or Prize by which is beyond the reasonable control of DeepMetrica.
- e. DeepMetrica will not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of DeepMetrica.

8. Other Terms & Conditions

- a. In the event that a Prize is awarded to an Eligible Person who:
 - i. is not eligible to participate in the Campaign and/or receive the Prize; and/ or,
 - ii. has committed or is suspected of committing any misconduct, fraudulent or wrongful acts,

DeepMetrica reserves the right to disqualify such Eligible Person from participating in the Campaign and/or receiving the Prize.

- b. DeepMetrica's decision on all matters relating to the Campaign will be final and binding.
- c. DeepMetrica reserves the right as it deems fit to vary or change any of these terms and conditions from time to time or cancel, terminate, withdraw, or suspend this Campaign and/or replace this Campaign with another similar Campaign, campaign, or program with prior notice. Such variation, changes, cancellation, termination, withdrawal, or suspension will be notified by email or in any other manner as DeepMetrica deems fit. In this respect, the Eligible Person's participation in this Campaign also signifies his/her agreement to check his/her email at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which DeepMetrica may effect from time to time. Eligible Persons also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions (as varied from time to time). For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by DeepMetrica of this Campaign will not entitle the Eligible Person to any compensation against DeepMetrica for any and all loss or damage that may be suffered or incurred by the Eligible Person as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
- d. Any term and condition applicable to this Campaign which is illegal, prohibited, or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
- e. These Terms and Conditions are governed by and construed under the laws of Estonia.