

## Terms of Service Version effective as of 18.07.2024

**Disclaimer:** We are still in the process of defining the ideal structure of our Terms of Service and their provisions. If you, as a customer or partner, have any concerns regarding a section of these Terms that prevent you from working with us, please do not hesitate to contact us to clarify if Neomir GmbH can address this.

1. **Introduction** These Terms of Service ("Terms" or "Terms of Service") apply to your use of this website (neomir.com ("Website")) as well as to our customers and partners. The Terms constitute a legally binding agreement between you, the user, partner, customer, or any person on behalf of an entity ("you" or "user") and Neomir GmbH, Schlossberg 3c, 6343 Risch, Switzerland (hereinafter "Neomir", "we", "our", or "us"), regarding the use of our website or services. The term "service" encompasses all services that Neomir provides.
2. **Acceptance of the Terms of Service** By accessing the Neomir website (except for the first time to read the Terms) and/or using any of our services and/or partnering with us in any way, you agree that you have read, understood, and comply with these Terms, which may change over time without notice, and you should review them each time you visit the website. Notice is given to our active customers and/or partners. Please read the following Terms of Service carefully before using the website or our services. You must not use this website, our services, or partner with us if you have any objections to any of the Terms.
3. **Modifications** We reserve the right to change the Terms at any time by removing, adding, or changing the Terms. The Terms of Service accessible through the website are always the most recent ones. It is your responsibility to check if the Terms of Service have changed over time. If you continue using our website, services, or partnership with us after changes to the Terms, you agree to the updated Terms of Service. The date of the last change can be found at the beginning of these Terms of Service.
4. **Service** Neomir offers software solutions in the field of data quality optimization, assurance, and analysis. Neomir also operates as a consulting company in various IT areas.
5. **Prohibited Activities** The following list of activities prohibited when using our website, services, or partnership with us is not exhaustive. If you are unsure whether an action is appropriate, you must first contact us before proceeding:
  - Neomir prohibits the use of our services for purposes that may be qualified as violations of laws, intellectual property rights, and requirements stated in the Privacy Policy or these Terms.
  - Accessing or copying Neomir code that is not public.
  - Accessing or copying Neomir code that is public but under copyright.
  - Using our services to enable illegal services or products.
  - Providing data that contains images, texts, videos, or other depictions of:
    - Violence
    - Sexual acts

- Nudity
  - Other sensitive topics; if the appropriateness of certain data is unclear, you need to contact representatives of Neomir to clarify the issue and receive a permit for execution.
- Providing data or engaging in actions that cause copyright infringement, patent, trademark, or trade secret violation, including publicity or privacy rights.
  - Using our servers and services in a way that could potentially harm Neomir and/or its partners and customers.
  - Using automated software or other scraping techniques to scrape data from our servers.
  - Attempting or performing any form of reverse engineering or disassembly of the services, creatives, or server backend.
6. **Website Content** "Content" includes items that you see, read, hear, download, or access on this Website (including but not limited to messages, texts, files, data, software, images, photographs, videos, illustrations, and other material). The Website provides content for general information about Neomir, including its operations and products. Products on the Website may or may not be available in the country from which you are accessing this website. This website provides content to all stakeholders (from industry, policymakers, the general public). The content may include forward-looking statements which, at the time of writing, were based on then-current expected future events. Users are advised not to rely on these forward-looking statements, and Neomir is not obligated to fulfill forward-looking statements. This site is for informational purposes only.
7. **Intellectual Property** All content and intellectual property rights on this website, unless otherwise stated, are considered to be the exclusive property of Neomir. Any third-party content on the Website has been approved or licensed from the respective owners for use on this Website and/or in emails or documents sent to the mailing list. Neomir may use our customer and partner names and trademarks (if necessary) to feature your business on the website or in marketing materials. If you are a customer, Neomir needs the right to process your data on its platform/servers to execute data labeling campaigns on your behalf and deliver related services to you. Therefore, you grant us and our partners (where necessary) a non-exclusive, royalty-free right to apply, deliver, publish, distribute, adapt, reproduce, and process the data units for the purposes of the service. It is your responsibility to ensure that you have the rights to grant us these rights.
8. **Limitations of Liability** You use the Neomir website and services at your own risk. You must understand and accept all risks associated with the use of any content, including reliance on accuracy, usefulness, and completeness of any content. All information on or via the website is for informational purposes only. We aim to ensure a convenient and functional website, but we make no guarantees as to the accuracy of any of the content. Neomir does not guarantee that the Website will be free of viruses or other threats to your computer system. Neomir will not be liable to you for any damage caused by any such virus or software. We reserve all rights to adjust, correct, and/or improve the website at any time without notice.
9. **Neomir Website Access and Use** Users may view pages from the website in a web browser, download website pages for caching, print website pages, stream audio and

video files from the Site, subject to the other standards set forth by the Terms. Except as permitted in Section 5.1, users must not download any material from the Site or save any material to their computer. Users must use the website for their own personal and business-related information regarding Neomir and must not use it for any other purpose. Except as permitted by the Terms, editing or modification of any content on the Website is prohibited. Unless the user owns or controls the relevant rights in the material, you must not: Republish content from the Site (including republications on any other website, commercial or non-commercial); sell, rent, or sub-license content from the Website; reveal any content from the Website to the public; redistribute content from the Website: Users may redistribute newsletters (digital or in print) to any person without a commercial intent. We reserve the right to limit access to content, areas of the website, or the whole website at our discretion; you must not circumvent or bypass or attempt to do so on any restricted regions on the website. Users must not take any action that causes or may cause damage to the Website or affect the performance, accessibility, or availability; use the Site for any unlawful, illegal, fraudulent, or damaging purpose or in connection with the aforementioned; use the Website to host, store, send, transmit, distribute any data that consists of, or is affected by, any spyware, computer virus, Trojan horse, keylogger, worm, or other malicious or unlawful computer software; conduct any data collection of any type (including but not limited to scraping, data mining, data extraction, and harvesting) on or in relation to the Site without our express written consent; access or interact with the Website using any robot, spider, or automated means, except for search engine indexing; use data collected from the website for any marketing activity (including but not limited to email, SMS, tele- and direct marketing); attempt or perform any form of reverse engineering or disassembly of the Site.

10. **Data Liability** The data you provide to Neomir is your responsibility. Therefore, any loss or harm that the data may cause to others is also your personal concern. To avoid any doubt, Neomir shall not be liable for the content of data provided, made, or uploaded by you. Furthermore, we can delete your data from our servers without prior notice to you.
11. **Data Quality** If you, as a customer and/or partner, provide us with any data, you must ensure that it complies with these Terms. Neomir inspects random data points for inappropriateness and any kind of other malicious content. This applies to both newly submitted and already submitted and approved data. If the supplied data is deemed inappropriate, we reserve the right to immediately remove it from our servers and suspend our services for you altogether without prior notice to you.
12. **Indemnification** To the extent of the law, Neomir is not liable to you for any claim, expense, loss, or damage incurred by you, directly or indirectly, through the access or use (or lack thereof) of the Website, our services, or partnering with us. You agree to fully indemnify Neomir against any suits, damages, claims, costs, or expenses that you suffer in tort, negligence, or contract. This also includes losses that may be caused by copyright infringement or intellectual property violation, and so on.
13. **Termination** You agree that Neomir may, at its sole discretion, terminate your access to the website. You agree that Neomir may, at its sole discretion, terminate our services or partnership with you if you violate this agreement.
14. **Damage Disclaimer** Neomir, as a contractor, provides its service "as is" and does not provide any guarantees. A result from our service may not be reproducible, and we do

not guarantee the same outcome from our service for future orders. If we are unable to perform our services as promised for a certain period due to the digital advertising service being unavailable, we will refund your money for the data that was not yet processed and cancel the agreement. Should the digital advertising market have an unreasonable spike in cost, Neomir may pause its services during this time. Should this pause take longer than 30 days, we will refund your money for any data not yet processed and cancel the agreement.

15. **Service Disclaimer** Neomir isn't responsible for the outcome of your data processing with us. In any regard: revenue, engagement, anticipated benefits, etc. Our service may be interrupted by any sort of maintenance or by any event outside of our control such as network attacks, power outages, equipment failures, etc.

Data you send to us is transmitted via the Internet, which inherently has some risks. We are not responsible for any losses, alterations, or damages that occur due to the transmission of your data via the internet.

16. **Governing Law** The Website and our services may be accessed from anywhere in the world where the local technology allows. As each country has differing laws, by accessing this website, you agree that these Terms of Service shall be governed and interpreted in accordance with the laws of the Canton of Zug, Switzerland, without regard to conflicting laws. You agree to submit to the select jurisdiction of the courts of the Canton of Zug, Switzerland, with regard to any dispute arising out of and/or in connection with these Terms.

17. **Severability** If provisions of these Terms are or become invalid, unenforceable, or void, other provisions of these Terms are not affected and shall continue in full force and effect.

18. **Conditions**

- If you have any suggestions on how we can improve our services or website, feel free to send them to us. However, any such suggestion is shared voluntarily and is free to be used, irrevocably, and can be implemented by Neomir without compensation to you.
- We give no guarantees to our service or Website in the case of a force majeure and any delay it may cause.

19. **Contact Details** If you have any questions about the Terms, please feel free to contact us at: [info@neomir.com](mailto:info@neomir.com)