

Terms of Service

1. YOUR RELATIONSHIP WITH EMOTION RESEARCH LAB

Your access to and use of Emotion Research Lab's products, software, website and range of services (collectively referred to as the "Products" in this Terms of Service Agreement), is subject to your acceptance and compliance with the legally binding terms and conditions established in this document. "Emotion Research Lab" refers to Emotion Research Lab,S.L., located at Calle San Antonio de Padua 12, 4698 Valencia, Spain.

The terms and conditions included in the Terms of Service Agreement (referred to as the "Agreement") will serve as the foundation for your relationship with Emotion Research Lab. Throughout the Agreement, "you" will refer to the individual who is using the Products, or who is registered with Emotion Research Lab, or has provided Emotion Research Lab with their credit card or alternative payment mechanism for the Products. Equally, "you" will refer to any entity (e.g. research institute, university, private business, etc.) on whose behalf Emotion Research Lab's Products were purchased by an authorized individual.

When you enter into a Service Agreement ("SA") or a Work Order ("WO") with Emotion Research Lab, these Terms & Conditions form the Agreement between us. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

All software associated with the Emotion Research Lab's Products and website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

You and Emotion Research Lab mutually agree to submit to the exclusive jurisdiction of courts located in the county of Valencia, Spain to resolve any legal matter regarding the terms in the Agreement.

If you have entered into a separate written agreement with Emotion Research Lab for Emotion Research Lab products or services, your use of those products or services will be governed by that separate written agreement.

2. PRODUCTS

Emotion Research Lab will provide its Products to you in accordance with the terms of this Agreement. In order to use certain Products, You sometimes may be required

to download content, software, and you may be required to agree to additional terms and conditions. Unless otherwise stated, any additional terms and conditions will become immediately applicable to all associated Products and the additional terms will be considered part of this Agreement in relation to Your use of those Products.

Unless expressly stated, Emotion Research Lab has neither sought nor received approval of its Products for any medical application in accordance with published AEMPS regulations, our Products are not intended to be used in the diagnosis of disease or to treat, cure or prevent any disease.

Emotion Research Lab reserves the right to discontinue Products or modify Product features at its discretion and without prior notice. Use of our Products may require one or more compatible devices (e.g. computer), internet access and software, all of which may require upgrades and updates, from time to time. You acknowledge and agree that any such system requirements, which may be changed from time to time, are Your responsibility. Your experience using our Products could be impacted by the performance of the products and services that you acquire from third-party sources, and Emotion Research Lab cannot accept any liability for any products and services that it has not manufactured.

3. REGISTRATION AND RESPONSIBILITY FOR THE CONTENT OF YOUR COMMUNICATIONS

You may be required or asked to provide information about Yourself in order to register for or qualify to use certain Products. To use certain Products, You will be asked to agree to provide information that is accurate, to the best of your knowledge. To use our Products, you may also be prompted to choose a user name and password, and will be required to maintain the safety and security of Your user name and password by preventing their disclosure to any third party.

You agree that You are solely responsible for the content (“Content”) which you transmit electronically, display, provide a link to, or upload, when using the Products. You agree that You will not use the Products to send unsolicited commercial e-mail outside Your company or organization in violation of applicable domestic and international laws. You further agree not to use the Products to communicate, transmit, display, provide a link to, or upload any message or material that is harassing, libelous, threatening, obscene, indecent, or Content that could violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

You agree not to upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect the performance of the Products in any way, or which does or is intended to do harm or extract information

or data from other hardware, software or networks of Emotion Research Lab or other users of Products.

With respect for the global nature of the Internet, You also agree to comply with applicable local rules and codes of conduct (including codes imposed by Your employer) regarding acceptable online behavior and communicable content, as well as the nature of the transmission of technical data from the Spain or the country in which You choose to operate the Products.

At its discretion, Emotion Research Lab reserves the right to pursue appropriate courses of legal action against anyone who is suspected of violating these provisions. Emotion Research Lab is not responsible for any Content in violation of these provisions. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Products. You understand and agree that by displaying, exchanging or uploading Content to an Emotion Research Lab website, transmitting Content using our Products, and otherwise providing Content to Emotion Research Lab, You automatically grant, and warrant that You have the right to grant, Emotion Research Lab a world-wide, royalty-free, sub-licensable (so Emotion Research Lab affiliates, contractors, resellers and partners can deliver the Products) perpetual, irrevocable license to use, modify, publicly display, reproduce and distribute the Content in the course of offering the Products. The foregoing license is subject to any more restrictive provisions regarding Emotion Research Lab's use of personal information in Emotion Research Lab's Privacy Policy or in other written agreements between You and Emotion Research Lab.

4. RESPONSIBILITY FOR THE CONTENT OF OTHERS

It is possible that other users of the Products ("Users") may violate one or more of the above prohibitions. Emotion Research Lab assumes no responsibility or liability for such violation. If You become aware of any violation of this Agreement in connection with use of the Products by any person, please contact Emotion Research Lab at privacidad@emotionresearchlab.com. Emotion Research Lab may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. However, because situations and interpretations vary, Emotion Research Lab also reserves the right not to take any action. Under no circumstances will Emotion Research Lab be liable in any way for any data or other content viewed while using the Products, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

5. ELIGIBILITY

You affirm that You are of legal age to enter into a binding agreement. You affirm that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Although we cannot absolutely control whether minors gain unauthorized access to the Products, access may be terminated without warning if we believe that You are underage or otherwise ineligible.

If you are a parent or legal guardian entering into this Agreement for use of the Products by your child, you agree that your child is at least 13 years of age and that you consent to the child's use of the Products subject to this Agreement and will ensure compliance with this Agreement with respect to such use.

6. BILLING AND RELATED CHARGES

You agree that Emotion Research Lab can proceed with charges to Your credit card or other appropriate payment mechanisms selected by You and approved by Emotion Research Lab ("Your Account") all amounts due and owed for the Products, including Product fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Emotion Research Lab may change prices at any time, at its discretion, and without prior notice. You agree that in the event Emotion Research Lab is unable to collect the fees owed to Emotion Research Lab for the Products through Your Account, Emotion Research Lab may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Emotion Research Lab in connection with such collection activity, including collection fees, court costs and attorneys' fees.

7. LIMITATIONS ON USE

The Products may be used for internal business purposes only. You will not reproduce, resell, or distribute the Products or any reports or data generated by the Products for any purpose unless You have been specifically permitted to do so under a separate agreement with Emotion Research Lab. You will not offer or enable any Third Parties to use the Products purchased by You, display on any website or otherwise publish the Products or any Content obtained from a Product (other than Content created by You). You agree not to generate income from the Products or use the Products for the development, production or marketing of a service or product that could be reasonably considered as substantially similar to the Products. You shall not engage in any activity or use the Products in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the

Products, or any servers or networks connected to the Products or Emotion Research Lab's security systems.

8. PROPRIETARY RIGHTS

Emotion Research Lab and its suppliers, as applicable, retain ownership of all proprietary rights in the Products, and in all trade names, trademarks, service marks, logos, and domain names ("Emotion Research Lab Marks") associated or displayed with the Products. You may not frame or utilize framing techniques to enclose any Emotion Research Lab Marks, Products, or other proprietary information (including images, text, page layout, or form) of Emotion Research Lab without express written consent. You may not use any meta tags or any other "hidden text" utilizing Emotion Research Lab Marks without Emotion Research Lab's explicit and written consent.

All intellectual property rights in any materials provided by Client will continue to belong to Client (or its licensor).

9. SUPPORT & SERVICE LEVELS

For all ordering and operational queries, please contact the Support Team info@emotionresearchlab.com from 9am to 19pm Spanish time Mondays to Fridays excluding Spanish public holidays. We try our best to reply to all queries within 12 business hours.

10. TERMINATING THIS AGREEMENT

You have the option to terminate this Agreement by providing notice via email, thirty (30) days in advance, to Emotion Research Lab's Privacy Department: privacidad@emotionresearchlab.com. If you have purchased a Product for a specific term, termination of the Agreement will be effective on the last day of the then-current term, subject to thirty (30) days advanced notice.

Emotion Research Lab reserves the right to terminate this Agreement immediately and without notice, if a User violates the terms and conditions of this Agreement. The provisions of this Agreement, except any provisions permitting you to use, retain or access the Products, shall indefinitely survive any termination of this Agreement. Upon termination of this Agreement, You must cease any further use of the Products and destroy any copies of associated software within Your possession and control. You will not harm or damage any Products or associated software on Emotion Research Lab's servers or Emotion Research Lab's network.

11. INJUNCTIVE RELIEF

You acknowledge that any use of the Products contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Products, may cause irreparable injury to Emotion Research Lab, its affiliates, suppliers and any other party authorized by Emotion Research Lab to resell, distribute, or promote the Products (“Resellers”), and under such circumstances Emotion Research Lab, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

12. NO WARRANTY

You understand and agree that the products are provided “as is” and emotion research lab, its affiliates, suppliers and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. Emotion research lab, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the products, regarding the accuracy or reliability of any information obtained through the products or that the products will meet any user’s requirements, or be uninterrupted, timely, secure or error free. Use of the products is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the products is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the products. The entire risk arising out of use or performance of the products remains with you. Emotion research lab does not assume any responsibility for retention of any user information or communications between users. Emotion research lab cannot guarantee and does not promise any specific results from use of the products. Use is at your own risk.

13. INDEMNITY AND DISCLAIMER

You agree to indemnify, defend and hold harmless Emotion Research Lab, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys’ fees) arising from Your use of the Products, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity. Without limiting the foregoing, the Products are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and

life support or weapons systems. Without limiting the generality of the foregoing, Emotion Research Lab, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

14. PRIVACY

Use the Products is also subject to Emotion Research Lab's Privacy Policy, a link to which is located at the footer on Emotion Research Lab's website, and which is incorporated into this Agreement by this reference. Additionally, You understand and agree that Emotion Research Lab may contact You via e-mail and other methods with information relevant to Your use of the Products, regardless of whether You have opted out of receiving such notices. You also agree that Your name and/or email address may be listed in the header of certain communications You initiate regarding the Products.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will emotion research lab or its affiliates, suppliers or resellers be liable for any special, incidental, indirect, exemplary, punitive or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the products or the provision of or failure to provide technical or other support services, whether arising in tort (including negligence) contract or any other legal theory, even if emotion research lab, its affiliates, suppliers or resellers have been advised of the possibility of such damages. In any case, emotion research lab's, its affiliates', suppliers' and resellers' maximum cumulative liability and your exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by you for the products (if any) in the twelve (12) months preceding the event or circumstances giving rise to such claims.

16. GOVERNING LAW & JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed and construed in accordance with the laws of Spain and Valencia. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Spain and Valencia with respect to any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

17. WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement will remain in full force and effect.

18. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreement between the Parties relating to its subject matter. In entering into this Agreement each Party acknowledges and agrees that it has not relied on any warranties or representations made by the other Party other than those expressly set out herein; and all such warranties and representations are hereby expressly excluded.

Last update: November 9, 2020