

## **TAGGO PLATFORM USER TERMS AND CONDITIONS**

By using the Taggo Platform on your Facebook Page, you (“the User”) hereby agree to the terms and conditions set forth below.

### **1. DEFINITIONS**

“Card” means any form of identification means, such as a credit, debit, transit, frequent flyer, membership or loyalty card, whether in the form of a plastic card or simply an identification number.

“Customer” means an end-user customer who has a Facebook Account.

“Facebook Customer Information” means information and data about a Customer which is collected and stored by Facebook, and which includes without limitation, information pertaining to the identity of such Customer, such as name, gender, email address, phone number, age, etc.

“Facebook Page” means a Facebook page for businesses, also commonly referred to as a Fan Page.

“Facebook Page Admin” means the User’s personnel or representatives who are authorized to create, modify and maintain the User’s Facebook Page.

“Fan Page” has the same meaning as Facebook Page.

“Taggo Customer Information” means information and data about a Customer which is collected and stored by Taggo, and which includes without limitation, information pertaining to the mobile numbers or other identifiers registered by the Customer with Taggo, as well as information pertaining to the customer’s transactions performed with the Taggo Platform.

“Taggo Facebook App” means the application provided by Taggo that allows a Customer to register one or more mobile number, Cards and other identifiers directly on the User’s Facebook Page. The Taggo Facebook App also allows the User’s Facebook Page Admins the ability to set up Place Campaigns with text and images for posting to Customers’ Facebook walls.

“Taggo Fan Recognition App” means the application provided by Taggo that submits transactions to the Taggo Platform either in real-time mode when a mobile number or other identifier is entered by the cashier, or when a Card is swiped or tapped, or in batch mode. Taggo will verify that a transaction relates to a registered account and that the associated Customer is a fan of the User’s Facebook Page. If so, Taggo will create a status update on the Customer’s Facebook wall.

“Taggo Platform” means the platforms, operating systems, servers and software owned and/or operated by Taggo or a third party for and on behalf of Taggo.

“Taggo Wall Post Information” means information and data that has been posted to a Customer’s Facebook wall.

“User System” means the platforms, operating systems, servers and software owned and/or operated by User or a third party for and on behalf of the User.

### **2. GRANT OF LICENSE**

2.1 User is hereby granted a non-exclusive, non-transferable license, to use the Taggo Facebook App and Taggo Fan Recognition App, in conjunction with the User System and for the User’s own Customers.

- 2.2 User has no right to grant any sublicense, in part or in whole, on any of the licenses granted pursuant to this Agreement.
- 2.3 User acknowledges and agrees with Taggo that as between Taggo and User: -
- 2.3.1 all title, including but not limited to intellectual property rights, patent rights and trade secrets, in and to the Taggo Platform throughout the world, are owned by Taggo;
- 2.3.2 all improvements, updates, modifications or enhancements to the Taggo Platform, whether or not conceived or made in the course of or as a result of User's performance under these terms and conditions, are and shall remain the property of Taggo, and any developments or expenditures made by User in connection with the Taggo Platform shall not give or vest User with any right, title or interest in the Taggo Platform.

### **3. OBLIGATIONS OF PARTIES**

#### **3.1 Obligations of Taggo**

- 3.1.1 Taggo will make available the Taggo Facebook App and Taggo Fan Recognition App to User, including any upgrades or enhancements thereto, on an on-going basis.
- 3.1.2 Taggo will if so required, provide reasonable assistance to User in relation to the technical integration between the User System and the Taggo Platform. Such assistance will be billed on a reasonable basis.
- 3.1.3 Taggo will operate the Taggo Platform and will ensure a functioning interface to Facebook on an on-going basis.

#### **3.2 Obligations of User**

- 3.2.1 User shall abide by all terms and conditions set forth by Facebook for the use of Facebook Pages, including, but not limited to, advertising guidelines and use of Facebook logos and trademarks.
- 3.2.2 User shall be responsible for the technical integration between the User System and the Taggo Platform, which shall include procuring the necessary hardware and software as may be required for such technical integration. User shall comply with the interface specifications as shall be provided by Taggo.

### **4. OWNERSHIP OF DATA AND DATA PROTECTION**

- 4.1 Both parties, Taggo and the User, shall abide by all terms and conditions set forth by Facebook for the use of Facebook Customer Information.
- 4.2 Taggo Customer Information related to User's Facebook Page is User's Confidential Information that Taggo will use strictly in conjunction with User's use of the Taggo Platform. However, Taggo Wall Post Information that has been posted to Customers' Facebook walls is no longer Confidential Information and becomes Facebook Customer Information.

### **5. PROPRIETARY RIGHTS AND CONFIDENTIALITY**

#### **5.1 Proprietary Rights**

User acknowledges that the Taggo Platform, Taggo Facebook App and Taggo Fan Recognition App constitute proprietary technology and trade secrets of Taggo. Accordingly, User agrees that, except as agreed to in writing by Taggo, User shall not and shall cause its employees and agents not to (i) disclose or otherwise disseminate to any individual, partnership, corporation, limited liability company, association, business trust, joint venture or other entity of any kind or nature any confidential information including but not limited to source or object code, patents, systems, trademarks, design, methodologies, processes, content, know-how, authorship, applications and compatibility with other software and documentation; (ii) reproduce, copy or modify the Taggo Facebook App and Taggo Fan Recognition App, in whole or in part, except as required hereunder.

### **6. REPRESENTATIONS AND WARRANTIES**

6.1 SAVE AS EXPRESSLY SET FORTH HEREIN, TAGGO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER STATUTE OR OTHERWISE, WITH REGARD TO THE TAGGO PLATFORM AND THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7. LIMITATION OF LIABILITY**

7.1 SAVE AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL TAGGO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE OR BUSINESS OPPORTUNITY OR ANY OTHER PECUNIARY LOSS, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE TAGGO PLATFORM OR THE FAILURE TO PROVIDE TECHNICAL SUPPORT, EVEN IF TAGGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Taggo shall not be liable in any way to User whether in contract, tort or otherwise for any direct or indirect economic or financial loss or damage (including loss of revenue or profits) howsoever caused or arising, including without limitation, due to the following: -

7.2.1 any error in, failure, delay, interruption to or disruption of the Taggo Platform;

7.2.2 any defect, deficiency or breakdown or failure of any equipment or system (whether maintained by Taggo or any other person), howsoever arising; or

7.2.3 any security threats, breaches or vulnerabilities in respect of the Taggo Platform. In the event of any such threat, breach or vulnerability, Taggo shall be entitled whenever Taggo deems necessary, to suspend or provide an abbreviated service of the Taggo Platform, for purposes including but not limited to, enabling technical specifications to be improved, upgraded, or so as to avoid any imminent threat or harm to the Taggo Platform. Taggo shall in no event be liable to User or any third party for such suspension or the provision of an abbreviated service of the Taggo Platform for the reasons herein.