

Terms of Use

1. Applicability; Agreement

- a. These Terms and Conditions (these "Terms") govern and apply to your use of MARCOOPE LIMITED's services, including, without limitation, (1) membership with MARCOOPE LIMITED, including, without limitation, www.marketresearchcooperative.net (2) use of and/or access to any Marcoope Limited's website (individually a "Website" and collectively the "Websites"), (3) participation in any promotion offered, provided, hosted or administered by or through MARCOOPE LIMITED, and (4) your eligibility for, and/or redemption of, rewards, incentives and prizes offered for certain actions and activities, including, without limitation, lucky draws, contest and successfully completing surveys (collectively, the "Services").
- b. All references in these terms to "MARCOOPE LIMITED" include Marcoope Limited and its parents, subsidiaries and affiliates. All references in these Terms to "us" or "we" refer to MARCOOPE LIMITED.
- c. By accessing, using and/or participating in the Services you hereby expressly agree to comply with, and be bound by, these Terms.

2. Membership Eligibility

Website membership is generally open to individuals who satisfy the requirements for membership, including, without limitation, the minimum age requirement and geographic location requirement. The requirements for website membership may vary for each website. We only allow one member per unique email address. MARCOOPE LIMITED may refuse to provide the Services to anyone, at any time and for any reason or no reason.

3. Privacy

- a. Privacy. In the course of using the Services, you may submit content to Marcoope Limited (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content"). We know that by giving us your Content, you are trusting us to treat it appropriately. Marcoope Limited's Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "privacy policies"), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that Marcoope Limited may use and share your Content in accordance with our privacy policies.
- b. Confidentiality. Marcoope Limited will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by Marcoope Limited); (b) was lawfully known to Marcoope Limited before receiving it from you; (c) is received by Marcoope Limited from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Marcoope Limited without reference to your Content.

4. Your Content

- a. You Retain Ownership of Your Content. You retain ownership of all of your intellectual property rights in your Content. Marcoope Limited does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except

for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

- b. **Limited License to Your Content.** You grant Marcoope Limited a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by Marcoope Limited's privacy policies. This license for such limited purposes continues even after you stop using our Services, though you may have the ability to delete your Content in relation to certain Services such that Marcoope Limited no longer has access to it. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide Marcoope Limited with feedback about the Services, we may use your feedback without any obligation to you.

5. Ownerships

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by Marcoope Limited's Brand and Trademark Use Policy, these Terms do not grant you any right to use Marcoope Limited's trademarks or other brand elements.

6. User Content

- a. **User Content.** The Services display content provided by others that is not owned by Marcoope Limited. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Marcoope Limited is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.
- b. **Content Review.** You acknowledge that, in order to ensure compliance with legal obligations, Marcoope Limited may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Marcoope Limited otherwise has no obligation to monitor or review any content submitted to the Services.
- c. **Third Party Resources.** Marcoope Limited may publish links in its Services to internet websites maintained by third parties. Marcoope Limited does not represent such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

7. Account Management

- a. **Keep Your Password Secure.** If you have been issued an account by Marcoope Limited in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Marcoope Limited, are responsible for any activity occurring in your account (other than activity that Marcoope Limited is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Marcoope Limited immediately. Accounts may not be shared and may only be used by one individual per account.

- b. **Keep Your Details Accurate.** Marcoope Limited occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.
- c. **Remember to Backup.** You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Marcoope Limited will not be liable for any failure to store, or for loss or corruption of, your Content.
- d. **Account Inactivity.** Marcoope Limited may terminate your account and delete any content contained in it if there is no account activity (such as a log in event) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

8. Acceptable Uses

- a. **Legal Compliance.** You must use the Services in compliance with, and only as permitted by, applicable law.
- b. **Your Responsibilities.** You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:
 - i. You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
 - ii. You may not circumvent or attempt to circumvent any limitations that Marcoope Limited imposes on your account.
 - iii. Unless authorized by Marcoope Limited in writing, you may not probe, scan, or test the vulnerability of any Marcoope Limited system or network.
 - iv. Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
 - v. You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
 - vi. You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Marcoope Limited will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Marcoope Limited.
 - vii. You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
 - viii. Unless authorized by Marcoope Limited in writing, you may not resell or lease the Services.

9. Suspension and Termination of Services

Marcoope Limited may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms, or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Marcoope Limited may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavour to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Marcoope Limited may decide

that we need to take immediate action without notice. Marcoope Limited has no obligation to retain your Content upon termination of the applicable Service.

10. Changes and Updates

- a. **Changes to Terms.** Marcoope Limited may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. Marcoope Limited may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Marcoope Limited to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.
- b. **Changes to Services.** Marcoope Limited constantly changes and improves the Services. Marcoope Limited may add, alter, or remove functionality from a Service at any time without prior notice. Marcoope Limited may also limit, suspend, or discontinue a Service at its discretion. If Marcoope Limited discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. Marcoope Limited may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

11. Disclaimers and Limitations of Liability

- a. **Disclaimers.** While it is in Marcoope Limited's interest to provide you with a great experience when using the Services (and we love to please our members), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND MARCOOPE LIMITED DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.
- b. **Exclusion of Certain Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MARCOOPE LIMITED, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF MARCOOPE LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- c. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF MARCOOPE LIMITED, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO MARCOOPE LIMITED FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$25.00.
- d. **Consumers.** We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

- e. Businesses. If you are a business, you will indemnify and hold harmless Marcoope Limited and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of the Services or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

12. Contracting Entity

- a. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Marcoope Limited
- b. For any Service provided by Marcoope Limited, the following provisions will apply to any terms governing that Service:
 - i. Contracting Entity. References to "Marcoope Limited", "we", "us", and "our" are references to Marcoope Limited, located at Room 409, Beverley Commercial Centre 87-105 Chatham Road South Tsim Sha Tsui Kowloon Hong Kong. 999077.
 - ii. Governing Law. Those terms are governed by the laws of Hong Kong and you hereby submit to the jurisdiction of the courts of Hong Kong.

13. Other Terms

- a. Assignment. You may not assign these Terms without Marcoope Limited's prior written consent, which may be withheld in Marcoope Limited's sole discretion. Marcoope Limited may assign these Terms at any time without notice to you.
- b. Entire Agreement. These Terms (including the Additional Terms) constitute the entire agreement between you and Marcoope Limited, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.
- c. Independent Contractors. The relationship between you and Marcoope Limited is that of independent contractors, and not legal partners, employees, or agents of each other.
- d. Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.
- e. No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.
- f. Precedence. To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.
- g. Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.
- h. Third Party Beneficiaries. There are no third party beneficiaries to these Terms.