

Terms of Service

These Terms of Service ("Terms") apply to your access and use of the web application located at, <u>www.compaoffers.com</u>, <u>www.compaindex.com</u>, and/or any other site ("Site") provisioned by Compa Technologies, Inc. ("Compa").

If you have any questions regarding the Terms, please contact support@trycompa.com.

Use of the Site is subject to the terms and conditions of Compa's Master Services Agreement ("MSA"). In the event of a conflict between the Terms and the MSA, the MSA will prevail.

Updating Terms

Compa may make changes to the Terms from time to time. The Last Updated time at the bottom of this document indicates the last time the Terms were changed. If we make future changes to the Terms, updating the date at the bottom of this document shall serve as notice. Changes to the Terms shall be effective immediately and if you do not agree, you must stop using the Site.

Using Compa's Site

Compa requires each user to have an account. Compa requires each account to authenticate using Single-Sign On (SSO) with your Identity Provider (IdP).

Accessing Compa without authenticating through your IdP is strictly prohibited except as made available through reasonably expected use of the Site.

You may not share your account with any other natural person without prior authorization.

You may only use the Site on for internal, non-commercial purposes and not on-behalf of or for the benefit of any third-party.

Sharing market data exported from Compa with any third party is expressly prohibited. You may share your own data with third parties as governed by your company's policies.



Electronic Communications

By using Compa, you agree to receive periodic communications via electronic mail. Communications include a welcome email, periodic product update emails, and other emails that arise through normal use of the product.

You may generally opt out of receiving electronic communications by messaging support@trycompa.com.

Prohibited Use

The following uses of the Site are strictly prohibited:

- Any use that violates any law or regulation
- Any use the violates intellectual property rights
- Any dangerous, harmful, fraudulent, deceptive, harassing, threatening, defamatory, obscene, stalking, or generally objectionable use
- Any use that compromises the security of your account on the Site
- Any use that violates the authentication and/or authorization restrictions
- Any use that generates spam
- Any use that crawls, scrapes, or spiders the Site
- Any use that obtains the source code of the Site
- Any use that attempts to sell or re-sell any part of the Site and/or any data exported from the Site
- Any attempt to reverse engineer the site
- Any attempt to use a data-mounted attack to bypass Compa's data privacy and anonymization rules
- Any use of our site to support or advance the interests of human trafficking
- Any attempt to combine data exported from Compa by third parties, even if the third parties are Compa customers

Any violation of the prohibited use categories is grounds for immediate termination of your access to the Site.

Legal Terms

COMPA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

TO THE FULLEST EXTENT PERMITTED BY LAW: (I) NEITHER CUSTOMER NOR PROVIDER WILL BE LIABLE UNDER THIS AGREEMENT FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) LOSS OF



USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), AND (II) NEITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED \$1,000; IN EACH CASE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY.

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