

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

## Terms of Use

Effective Date: January 20, 2020

Welcome to DataSouls. Please read on to learn the rules and restrictions that govern your use of our website(s) and services (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us by email: [gdpr@datasouls.com](mailto:gdpr@datasouls.com). These Terms of Use (the “Terms”) are a binding contract between you and Sorevnovaniya Analiza Dannikh LLC (PSRN 1187746174758, TIN 7707408527) hereinafter - “DataSouls,” “we” and “us”. You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy. In these Terms, the words “include” or “including” mean “including but not limited to”, and examples are for illustration purposes and are not limiting.

### **1. Revisions to the Terms.**

DataSouls is constantly trying to improve its Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the <https://ods.ai/> website, by sending you an email, or by some other means. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

DataSouls takes the privacy of its users very seriously. For the current DataSouls Privacy Policy, please [click here](#).

### **2. Using Datasouls.**

**2.1. Using.** You may be required to sign up for an account, and select a password and username (“DataSouls User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your DataSouls User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. In the spirit of fairness, you may not have or control more than one active DataSouls User ID and participate in Competitions (defined below). If we determine that you are operating under more than one DataSouls User ID, we may disqualify you from any Competition without notice and revoke access to your DataSouls User ID.

You represent and warrant that you are of legal age to form a binding contract. If you are not of legal age to form a binding contract, please see the Privacy Policy and contact us by email: [gdpr@datasouls.com](mailto:gdpr@datasouls.com), for more information on the parental consent process. You must either be of legal age to form a binding contract or have completed the parental consent process to use the Services.

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity), but you are still required to sign up each individual user from your organization with a DataSouls User ID. You are not allowed to allow multiple individuals to operate under one DataSouls User ID, even if you are an organization or entity.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We are not responsible if you use the Services in a way that breaks the law.

You will keep all your registration information accurate and current. You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

**2.2. Restrictions.** You represent, warrant, and agree that you will not contribute any Content or User Submission or otherwise use the Services or interact with the Services in a manner that:

- i. Infringes or violates the intellectual property rights or any other rights of anyone else (including DataSouls), including privacy and data protection rights, or creates a liability for DataSouls;
- ii. Violates any law or regulation, including any applicable export control laws;
- iii. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- iv. Jeopardizes the security of your DataSouls account or anyone else's (such as allowing someone else to log into the Services as you);
- v. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- vi. Violates the security of any computer network, or cracks any passwords or security encryption codes;
- vii. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- viii. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- ix. Copies or stores any significant portion of the Content;
- x. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services. We reserve the right to remove any Content or User Submissions from the Services at any time, for any reason (including if someone alleges you contributed that Content in violation of these Terms), and without notice.

**2.3. Your rights.** The materials displayed or performed or available on or through the Services, including text, graphics, data, articles, photos, images, illustrations, and User Submissions (collectively, the

“Content”), are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (a) without the prior consent of the owner of that Content or (b) in a way that violates someone else’s (including DataSouls’) rights.

You understand that DataSouls owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided above), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply.

### **3. Responsibilities.**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. DataSouls isn’t liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you release DataSouls from all liability for you having acquired or not acquired Content through the Services. We can’t guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute to the Services, and you represent and warrant you have all rights necessary to do so.

The Services may contain links, information or connections to third party websites or services that are not owned or controlled by DataSouls (including job postings). When you access third party websites or engage with third party services, you accept that there are risks in doing so, and that DataSouls is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and privacy policy of each third party website or service that you visit or utilize.

DataSouls has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, DataSouls will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold DataSouls harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that DataSouls will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that DataSouls is under no obligation to become involved. If you have a dispute with one or more other users, you release DataSouls, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or our Services.

#### **4. Rules for Competitions on DataSouls.**

Subject to these Terms and any contract with DataSouls, a user may post (“Host User”) a skill-based competition or challenge on the Services (“Competition”) for other users to participate in such Competition (“Participant User”). Competitions are subject to separate Competition Rules (defined below) that are established by the Host User. Competitions exclude games of chance, and you may not use or attempt to use the Service to host any such game of chance. Competitions are open to residents of the Russian Federation and worldwide, except if you are a resident of place prohibited by law you may not enter any Competition. Certain Competitions may also have further geographic restrictions and be open only to residents of certain countries.

If you would like to host a competition on DataSouls, contact us by email [gdpr@datasouls.com](mailto:gdpr@datasouls.com). Competitions are run according to rules that describe participation guidelines, the data set(s) to be used by the Participant Users, the criteria used by the Host User to select a winner of the Competition (the “Metric”), the prize awarded to such winner, and when such prize will be awarded. Such rules and selection criteria must comply with all applicable laws and these Terms (collectively, “Competition Rules”). Such Competition Rules will also include how and when a Participant User must submit Competition Entries (defined below) and the rights the Host User will be granted in such Competition Entry upon selecting such Competition Entry as the winner (“Winning Entry”). The Host User will be granted rights in the Competition Entry only if the winner accepts payment of the prize. Certain rights granted in the Competition Entries and Winning Entries are described in Section 5 below. The Competition Rules may impose additional restrictions or requirements for Competitions.

The Host User must conspicuously display the Metric within the Competition Rules. The Host User must select an objective Metric and must apply that Metric impartially to each Team’s (defined below) selected entries. In selecting a winner, the Host User must apply the Metric and select the Participant Users with the best rankings based on the Metric.

The Host User and each Participant User will comply with all Competition Rules. The Host User (including any user from Host User’s organization) may not compete in its hosted Competition nor cancel a Competition without first contacting us and receiving our consent to such cancellation. Any participation by a Host User (or any user from Host User’s organization) in its hosted Competitions is done so on an ineligible basis (e.g. they cannot receive a prize) and will not otherwise affect the selection of the Winning Entry.

Subject to the Competition Rules, Participant Users may collaborate as a team as long as each such Participant User confirms its team membership through the Service and does not participate on more than one team for a specific Competition (“Team”). To be clear, you may not participate on more than one team per Competition. Subject to the Competition Rules, Teams may, however, merge with other Teams, but the merged Team will be responsible for all past entries by the component Teams. If your Team wins a Competition, the prize for winning will be distributed equally amongst the members of the winning Team, unless we receive identical requests for unequal prize splits from every member of the Team.

You may be a Host User or a Participant User for a specific Competition (but not both). A Competition creates a direct relationship between a Host User and a Participant User, and DataSouls will have no liability for any actions or content of a Host User or a Participant User. DataSouls may provide a Host User with a template for the Competition Rules, but such template is provided without any warranty whatsoever and the Host User is solely responsible for its Competition Rules. It is the sole responsibility of the Host User to ensure that the Competition Rules comply with applicable law.

You acknowledge and agree that DtaSouls may, without any liability but without any obligation to do so, remove or disqualify a Participant User, a Host User or a Competition if DataSouls believes that such Participant User, Competition or Host User are in violation these Terms or otherwise pose a risk to DataSouls, the Service or another user of the Service.

Regardless of anything to the contrary, Participant Users acknowledge and agree that DataSouls and Host Users have no obligation to hold a Competition Entry in confidence or otherwise restrict their activities based on receipt of such Competition Entry. DataSouls has no obligation to become involved in disputes between users (for example, between a Participant User and a Host User) or between users and any third party relating the use of the Services. DataSouls does not oversee Competitions (including the selection of Winning Entries) and does not endorse any content users submit to the Services. When you host or participate in a Competition, you release DataSouls from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services. All content you access or submit via the Services is at your own risk. You are solely responsible for any resulting damage or loss to any party.

## **5. User Content.**

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable by other users. To display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personal information.

For all User Submissions, you grant DataSouls a license to translate, modify (for technical purposes, for example making sure your content is viewable on a smarthone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. You acknowledge and agree that DataSouls, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of communication networks, devices, services, or media, and the licenses you grant under these Terms include the rights to do so. You also agree that all of the licenses you grant under these Terms are royalty-free, perpetual, irrevocable, and worldwide. These are licenses only — your ownership in User Submissions is not affected.

If you store a User Submission in your own personal DataSouls account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant DataSouls the license stated in the second paragraph of this Section 5, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. If you share a User Submission in a manner that only allows certain specified users to view it (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant DataSouls the license stated in the second paragraph of this Section 4, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services or in a manner that allows more than just you or certain specified users to view it (such as a Dataset), or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, or feature requests relating to the Services

(each a “Public User Submission”), then you grant DataSouls the license stated in the second paragraph of this Section 5, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all DataSouls users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you are a Participant User and submit an entry to a Competition (“Competition Entry”), then you grant DataSouls the license stated in the second paragraph of this Section 5, as well as a license to display, perform, and distribute your Competition Entry for the purpose of making that Competition Entry accessible to the Host User, making that Competition Entry available to other DataSouls users as a Dataset, and providing the Services necessary to do so. Also, you grant such Host User a limited license to access and use the Competition Entry solely for the purposes of evaluating the Competition Entry under the Competition Rules. If you win a Competition, your Competition Entry for such Competition will be subject to further licensing as stated in the Competition Rules, but other than the limited licenses stated in these Terms, the intellectual property rights in your Competition Entries will not be transferred or licensed to the Competition Sponsor or Host User unless you accept the payment of the applicable prize stated in the applicable Competition Rules.

If you and DataSouls agree (separate from these Terms) that DataSouls will assist you in setting up and managing your Competition, then in addition to the licenses stated above you also grant DataSouls a royalty-free, perpetual, irrevocable, and worldwide license to set up and manage your Competition, including your User Submissions for the Competition. DataSouls will have no liability regarding the applicable Competition, Content or User Submissions, except if you and DataSouls have executed a separate written agreement governing competitions or services (“Existing Agreement”), in which case the Existing Agreement will govern the Competition.

## **6. Eliminating the use of DataSouls.**

If you do not have any active Competitions that you are hosting, then you’re free to stop using the Service at any time; please refer to our *Privacy Policy*, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. If you are hosting active Competitions then you should complete the Competitions, in full, before you stop using the Services.

DataSouls is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. DataSouls has the sole right to decide whether you are in violation of any of the restrictions in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms will survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

## **7. Modifying and Terminating our Services.**

We’re always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features

or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical.

## **8. Final Provisions.**

### **8.1. Disclaimers.**

Neither DataSouls nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services (including Competitions), and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from DataSouls or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

### **8.2. Limitation of Liability.**

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including tort, contract, negligence, strict liability, or otherwise) will DataSouls (or its licensors or suppliers) be liable to you or to any other person for (i) any indirect, special or incidental damages of any kind, including damages for lost profits, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction, or (ii) any matter beyond our reasonable control.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in this Terms of Use reflect a reasonable and fair allocation of risk between you and DataSouls' parties, and that these limitations are essential basis to DataSouls' ability to make the Services available to you.

You agree that any cause of action related to the Services must commence within 1 (one) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

### **8.3. Indemnification.**

To the fullest extent allowed by applicable law, you will defend, indemnify and hold DataSouls, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims (including from other users) relating to (a) your submissions to the Services including any Content, User Submissions or Competitions, (b) your use of the Services (including any actions taken by a third party using your account), and (c) your violation of these Terms.

### **8.4. Assignment.**

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without DataSouls' prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

These Terms control the relationship between DataSouls and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other part of the Terms.