

General Terms and Conditions for Passbrains Community Members

Version 4.0 – May 16 2016

§ 1 Description of Services and Scope of Application

1. passbrains ag (further referred to as “Company”) is a limited-liability company under Swiss law with its registered place of business at Zuercherstrasse 89, 8640 Rapperswil, Switzerland. passbrains ag is owner and administrator of the web platform for crowdsourced digital assurance and crowdtesting www.passbrains.com (further referred to as “Platform”). The articles of these General Terms and Conditions (further referred to as “Terms“) for passbrains community members (further referred to as “Community” or “Member(s)”) which relate to Company concern and are also binding for Company affiliates and related parties, specifically Licensees (see § 9).
2. Customer is a legal entity which takes advantage of opportunities and services offered by Company (further referred to as “Customer”).
3. The Platform offers passbrains community members, inter alia, to take part in crowdsourcing projects for market surveys, ideation campaigns, UX and CX research and testing.
4. The services Company is offering to its Customers are based on the Platform and Community. Company continuously invites users of digital products, device- and software testers and other interested persons from around the world to join the Community. Generally, newly registered Members will be invited for online assessments and sandbox projects to qualify themselves for receiving invitations to participate in paid Customer projects.
5. Member is an independent contractor and not an employee nor a legal representative of Company. As an independent contractor, Member is not entitled to participate in any employee benefits provided from time to time by Company to its employees.
6. Member's status as an independent contractor for Company does not preclude Member from working as an independent contractor or employee of any other entity. Member hereby represents and warrants to Company that Member's provision of participation in Company's Projects as a Member will not violate any contract or agreement to which Member is, or may become, bound, including, but not limited to, any employment agreement, services agreement, non-competition agreement or confidentiality agreement, whether or not reduced to writing.
7. Company offers free membership to anybody who registers and creates a personal account on the Platform (further referred to as “Member's Account“). Through the Member's Account, Member performs specific tasks as requested by Company, connected with respective orders of Customers (further referred to as “passbrains Project(s)” or “Project(s)”). Member freely decides to either accept or reject Project invitations.
8. Managers of Company select the desired number of suitable and qualified Members and invite them to participate in Projects based on Customers' project-specific requirements.

9. Terms apply to all actions performed by Member in relation to the use of the Platform and delivery of Project tasks for Company.
10. The consent for participation in a Project creates a contract between Company and Member. By agreeing to take part in a Project, Member endeavours to dutifully exercise the Project tasks respecting documented rules, procedures and Project specific instructions of Company.
11. Company may modify the General Terms and Conditions at any time. The modified Terms will be available to all Members no later than one week before they enter into force. Member will be notified on updated Terms through the Platform after logging in and will be able to access the Terms any time through the Platform. Member will also be requested to accept the Terms each time they accept a Project invitation. Unless Member expresses his/her disagreement with updated Terms by sending notification to support@passbrains.com, Terms will be deemed as accepted by Member.
12. Verbal modifications of the Terms are not valid.

§ 2 Member and Member's Account

1. In order to participate in Projects, Member must create a Member's Account. To be able to establish a costless account, Member must be of legal age as defined by Swiss law (18 years of age).
2. Member is obliged to enter trustworthy information when establishing Member's Account (mainly personal data, contact information, detailed information on skills, domain knowledge, test equipment and configurations) and to regularly update the entered information.
3. Creation of a Member's Account requires the entry of a user name and a password. By choosing the user name neither violation of rights, in particular rights of third parties to names and trademarks, nor contradiction with moral standards is permitted. Passwords should be strong enough and secure. Nobody else except Member can use the account and only Member and passbrains Administrators have access to the account. Member may create only one Member's Account.
4. Member is responsible for providing and maintaining all mobile- and computer equipment and internet connectivity necessary for the performance of Member's duties. Company may request Member to provide updated information about used devices.
5. Member is hereby granted a nonexclusive, non-transferable, and non-assignable license to use and view the Platform content, subject to Member's continued compliance with these Terms. Except as expressly permitted, modification, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise exploiting in any way the content or any portion of the Platform, is strictly prohibited without the prior written permission of Company.
6. Company reserves the right to delete a Member's Account and/or to terminate a contract with Member in case of violation of the Terms or contractual duties. In such case, Member will receive the payments for Project deliveries which have been conducted, completed and accepted by Company prior to this date. No remuneration will be provided for projects running at the time of violation by Member.
7. Member may deactivate his/her Member's Account at any time.

§ 3 Projects

1. Qualified Members may be invited by Managers of the Company to participate in Projects. With such invitation Members will receive a brief overview on individual Project goals and timelines. Member will be responsible for determining when and how to perform the necessary tasks in order to meet the specified deadline for a Project.
2. By accepting such invitation for a Project, Member accepts these General Terms and Conditions.
3. Company does not guarantee that Member will be assigned to any minimum number of Projects or Project tasks. Likewise, Member may, in Member's sole discretion, elect to accept or decline to participate in any Project to which Member is invited by Company.
4. By accepting any Project, Member confirms that Member is eligible for the Project and does not work for and is not affiliated with any competitor of Company's Customer for whom Member will deliver services through Company.
5. Performance of Member will be rejected when the performance period formerly defined by Company is exceeded. The remuneration for work results delivered by Member within the defined project performance period will be attributed to Member's Account, if work results were accepted during Company's review.
6. Company is not obliged to provide any training, technical or administrative support or other assistance in connection with Member's duties.

§ 4 Performance Tracking, Remuneration and Method of Payments to Member

1. Company will track Member's performance on the Platform based on Member's active project participation, Member's inactivity despite confirmation to participate and Member's accepted and rejected deliverables. Member will be able to review his/her performance ratings, also called Career Credit Points ("CCP"), on the Platform at any time. High CCP ratings will increase Member's chances to get invited for paid Projects. No remuneration can be requested for collected CCP at any time. Member will always have access to documentation on the actual CCP scheme. Company shall have the right to change the CCP scheme at any time without notification.
2. Member is entitled to receive payment solely for correctly executed tasks and properly documented Project deliverables. Remuneration is specifically defined for each individual Project and clearly documented as part of a project invitation.
3. Member shall not be entitled to receive time-based remuneration if not specifically offered for a Project.
4. Member acknowledges and agrees that Company shall have the right to unilaterally reject any duplicate issue report which has been already reported by other Members, and any incorrect or insufficiently documented deliverable, and that Member shall not receive payment for any rejected deliverable. Member shall have no right to either control or influence his/her fee rate or performance ratings associated with his/her Member's Account.
5. Project related earnings will be added to Members' earnings balance once the project closing process through Company and Customer is completed. Member will be

notified by email about Member's project earnings. Member can request a payment of the entire earnings balance once a month and only if the balance exceeds USD 15.-. Requested payments will be processed as described in the following paragraph.

6. Payments to Member shall be made through PayPal only. Members with a PayPal account may provide their account information to Company through their Member profile and payments will be made directly to the Member's PayPal account at the end of each calendar month. All amounts will always be stated and paid in the currency which was offered for the individual project. Company shall be free to change the payment processing system and –process at any time. Member will be notified of such change through the Platform.
7. It is each Member's responsibility to submit Member's PayPal account information to Company. If, within ninety (90) days after the end of the first calendar month for which a Member is entitled to payment, the Member has not submitted the Member's PayPal account information or the PayPal invoice for Member's earnings due by that date to Company, then any right such Member had to receive such amounts will be automatically forfeited.
8. Company has no influence on any fees charged by PayPal to Member for delivering payments. Such fees might differ by country and currency. Member agrees to cover PayPal fees debited to Member's PayPal account.

§ 5 Confidentiality

1. After acceptance of an invitation to a Project, detailed confidential information required for conducting the Project (further referred as "Information") will be made available to the Member. All Information accessible to Member after accepting a project invitation shall be considered being confidential. Such Information includes Information about Customer or Customer's products to which Member gets access to during engagement in a Project, including any technical, commercial or all other Information including but not limited to software, data, written Information and specifications which are marked or identified as confidential as disclosed orally or in writing under this agreement or by any other means by computer or electronic way by discloser to Member.
2. Member commits to maintain confidentiality towards third parties with regard to all Information received by Member in order to contribute to a Project. Access to Information is provided to Member for the sole purpose of executing the tasks defined in the Project, and any other use is strictly prohibited. In order to ensure confidentiality and data security, Member shall not connect to the Platform nor to any IT system provided by Customer through public hotspots or unsecured networks.
3. Especially, Member shall treat as strictly confidential the Information received from Company or Customers and therefore it shall be neither communicated nor disclosed, in whole or in part, to any third parties without the discloser's prior written consent.
4. Member agrees not to disclose any Information, nor any Platform content to any third parties whether in person, through any digital media, blogs, news sources, social networks or any other form of communication. Member agrees not to duplicate, distribute any documentation or software or login credentials provided to Member by Company or Customer to anyone else.

5. Member is entitled to mention his/her Membership and achieved CCP ratings in Member's printed or online profiles. It is explicitly forbidden for Member to reference Customer or Project names in any printed or online profiles.
6. Information made available to Member must be destroyed after completion of the Project.

§ 6 Rights to Final Results of Project

1. All work results delivered by Member through Member's participation in Projects, including all created records, reports, survey content, audio, video files, comments and suggestions, belong exclusively to Company. When Company requests the Member to release and share the results with the Company, Member is obliged to do so immediately.
2. The sole right of using the Member's performance results belongs to Company. Any copyrights on work delivered by Member will be automatically transferred to Company upon payment of the remuneration.

§ 7 Liability

1. Member hereby agrees to fully indemnify Company from and against any third party claims relating to alleged infringement by Member, as applicable, of a third party's intellectual property rights. Member takes all the responsibility for bearing the costs which might result for Company from justified third party claims by reason of the contents created by Member, especially, what was mentioned before, with regard to copyrights of third parties.
2. Member hereby agrees to indemnify and hold harmless Company from any and all losses, claims, damages, fees, expenses or other liabilities arising from or relating to Member's release of Information in violation of the foregoing and further acknowledge and agree that Member shall be individually liable to any Customer who's Information Member improperly distributes.
3. Member is responsible for paying Member's own federal, state, local and other taxes on fees received from Company and, unless Company determines that it has withholding obligations with respect to payments to be made to Member, it shall not withhold any taxes and shall have no liability related thereto.
4. Member uses the Platform and the Platform content at his/her own risk, and Company will not be liable for any damages of any kind arising from or relating to any of Member's operation, use or other exploitation. Under no circumstances Member will be entitled to recover from Company any incidental, consequential, indirect, punitive or special damages (including damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including negligence), or otherwise arising from or relating to the Platform or Platform content, even if Company has been informed or should have known of the possibility of such damages.
5. Company may pursue claim against Member for direct damages which arise from or relate to such Member's use of the Platform and Member's Account and Member's Project participations expressed in these Terms to the full extent of the law.
6. In the event of any breach of these Terms, as determined by Company in its sole discretion, Company shall have the absolute discretion to block Member's access to the Platform immediately and without prior notification or explanation. In the event

that Company determines that Member has engaged in fraud, Company may freeze any open payments for Member and shall have the right to report the offending Member to the appropriate authorities.

7. Company reserves the right to demand injunction and damages in case of other failures of Member's related to the obligations mentioned in these Terms.

§ 8 Data Protection

1. All personal details will be kept confidential by Company. Company shall be authorized to collect, process and make use of all the personal data which is obtained from Member as well as all other data arising during Member's performance for Company. Member specifically agrees to allow Company to offer Customers and partner entities the possibility to use Member's profile data within the Platform. Apart from that, providing access to Member's personal data, especially personally identifiable information, to third parties will always require written approval of Member.
2. Further details on data privacy are documented in Company's data privacy policy for use of the Platform by Members, which can be found on the Platform login page for Members.

§ 9 Franchise and White-Label Platform Operators

1. Company may license the Platform to third parties (further called 'Licensees') as part of Franchise or White-Label license agreements, allowing such Licensees to invite Members to participate in Licensee's Projects. Franchise Licensees will use the Platform and community under the passbrains brand. White-Label licensees will use the Platform and community under their own name and brand, so that Member can clearly identify White-Label licensee's company name and contact-details on the Platform. Project invitations submitted by a Franchise Licensee will clearly identify such project being conducted directly and in the exclusive responsibility by this Franchise-Licensee.
2. In case of accepting a project invitation received from a Licensee, Member will step into contractual relation with the Licensee for engagement in such project. If no other terms are provided by Licensee to Member, these Terms will apply for Member's contractual relation with Licensee.
3. Company may either provide Member remuneration pay-out services to Licensee or authorize and enable Licensee to pay remuneration directly to Members. Information will be made available to Member to understand who will be responsible for paying Member's remuneration.
4. Even in case Company will provide Member remuneration pay-out services to Licensee, Member's contract relationship for Member's Project engagements will be solely with Licensee.
5. All Member duties, responsibilities, warranties and liabilities against Company defined in these Terms will remain valid at all times, including during performance of Projects for Licensees.

§ 10 Choice of Law & Jurisdiction

1. In matters not regulated in the Terms, the provisions of The Swiss Code of Obligations (Obligationsrecht) shall be applicable.
2. The contract between Company and Member shall be governed by Swiss law. Place of jurisdiction is St. Gallen, Switzerland.