



IMPORTANT

BY REGISTERING FOR AND USING THE SBX PLATFORM, YOU CERTIFY THAT:

- (1) YOU ARE AT LEAST 18 YEARS OLD; AND
- (2) YOU HAVE BEEN AUTHORISED BY THE CLIENT TO ACCESS THE PLATFORM.

The Platform is intended for business-to-business purposes only (i.e., for use in connection with your trade, business, craft or profession) and not as an individual consumer (i.e., buying products and services wholly or mainly for your personal use).

INTRODUCTION

We are Streetbees.com Limited, a limited company registered in England (“Streetbees”, “we”, “us” and “our”). Our registered company number is 09177215, and our registered office is located at 10 Orange Street, London, WC2H 7DQ, United Kingdom. Our VAT registration number is GB197-413-384.

These are the terms and conditions (the “T&Cs”) for the SBX Platform (the “Platform”) provided by Streetbees to a corporate client (the “Client”) on behalf of which you are accessing said Platform. These T&Cs set out the contractual basis on which you may access the Platform and use our services and form part of your agreement with us.

By accessing or using the Platform, you agree that you have read, understood and agreed to be bound by these T&Cs.

You should print a copy of these T&Cs for future reference. If you do not agree with any provision of these T&Cs, you may not access the Platform and must discontinue use immediately.

These T&Cs were last updated on 26 March 2024.

1. USING THE PLATFORM

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet, phone or other mobile device) meets all the necessary technical specifications to enable you to access and use the Platform and is compatible with the Platform.

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CONFIDENTIAL



You must provide accurate and complete information to register for an account to use the Platform.

2. PLATFORMLOGIN DETAILS

Access to the Platform is protected by confidential login details composed of a business email address and a password, or through the client's use of single sign on functionality (the "Login Details").

You must keep your password confidential at all times and use it only to access the Platform and not for any other purpose. You are the only authorised user of the Login Details and, accordingly, you must not disclose your password to anyone else.

You should contact us immediately upon discovering any unauthorised use of your Login Details or error in the operation of your password.

Any breach of this clause 2 of the T&Cs and/or any use of your Login Details by anyone to whom you would have disclosed your password will be treated as if the breach or use had been carried out by you, and will not relieve you from your obligations to us.

You must cease to use your Platform account upon termination of your account for whatever reason.

3. OUR SERVICES

In using our Platform, you may enter information (such as survey questions, criteria for the selection of survey participants etc.) into it.

This information may be shared with Streetbees for the purpose of providing the service and ensuring its safe and correct use. The information will not be used directly by Streetbees to tune or train artificial intelligence models.

You acknowledge and agree that you are solely responsible for any usage you make of any of the services and of the Platform.

4. WHAT YOU ARE NOT ALLOWED TO DO

Except to the extent expressly set out in these T&Cs, you are not allowed to:

- create links to the Platform from any other website, without our prior written consent;
- redistribute, lease or resell any part of the Platform;
- reproduce, duplicate, copy, modify, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, except as is provided for in the functionality of the services;
- 'scrape' content or store content of the Platform on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Platform;
- attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the Platform, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
- remove or change any content of the Platform or attempt to circumvent security or interfere with the proper working of the Platform or the servers on which it is hosted;
- access without authority, interfere with, damage or disrupt:
 - any part of the Platform;
 - any equipment or network on which the Platform is stored;
 - any software used in the provision of the Platform; or
 - any equipment or network or software owned or used by any third party.
- Interfere with or disrupt our Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services.
- use the Platform or the services to develop solutions that compete with Streetbees.
- Engage in activity that is harmful to Streetbees, including prompt-based manipulation and prompt exposure.

You shall not use the Platform:

- except with the Client's approval, on the Client's behalf and for the purpose agreed with the Client.
- in a way that infringes, misappropriates or violates anyone's rights
- in any way that breaches any applicable local, national or international laws or regulations (in particular the Computer Misuse Act 1990);



- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- in any way that would represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- for the purpose of harming or attempting to harm others in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You must only use the Platform and anything available from the Platform for lawful purposes, complying with all applicable laws and regulations, in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

5. DATA PROTECTION

Use of your personal information submitted to or via the Platform is governed by our [Privacy Policy](#).

In case the content of the Platform includes personal data (as defined by the UK Data Protection Act 2018 or EU General Data Protection Regulation 2016/679) about the individuals participating in our surveys, you shall make sure it is kept confidential and secure at all times. You are strictly prohibited from attempting to identify or discover any personal data in relation to individuals participating in our surveys, or causing, enabling or allowing any third party to do the same.

6. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Platform, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (“Content”) as well as the trademarks, service marks, and logos contained therein (“Marks”).

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



Subject to your compliance with these T&Cs Streetbees grants you to the client a non-exclusive, non-transferable, revocable licence to use the Platform for your internal business purposes.

Except as set out in this section or elsewhere these T&Cs, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

7. CHANGES TO THE SERVICE AND TO THESE TERMS AND CONDITIONS

We may revise these T&Cs at any time by amending this page on the Platform. You are expected to check this page from time to time to take notice of any changes we may be making, as they are legally binding on you.

All major and material changes to these T&Cs will be notified to you, in advance of such changes taking effect whenever this is possible. If any change is unacceptable to you, you should cease using the Platform. If, however, you continue to use the Platform after the date on which such changes to the T&Cs come into effect, you will be deemed to have accepted those changes.

8. SERVICE SUSPENSION AND TERMINATION

We may, from time to time, with or without prior notice, temporarily suspend the operation of any of the services and/or of the Platform (in whole or in part) for repair or maintenance work in order to update or upgrade any contents, features or functionality or update the services to reflect changes in relevant laws and regulatory requirements. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.

9. PLATFORM FEATURES AND CONTENT

We may change the format, features and content of the Platform from time to time. Whilst we use reasonable commercial endeavours to make the Platform available 24 hours a day, 7 days a week, you agree that your use of the Platform is on an 'as is' and 'as available' basis and at your sole risk.

Whilst we try to make sure that content on the Platform consisting of information of which we are the source is correct, you acknowledge that the Platform may make content available which



is derived from a number of sources, for which we are not responsible. In all cases, information on the Platform is not intended to amount to authority or advice on which reliance should be placed.

You should check with us or the relevant information source before acting on any such information.

We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Platform and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Platform or relying on any of its content.

We cannot and do not guarantee that any content of the Platform will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

10. OUR RIGHTS AND LIABILITY

Nothing in these T&Cs shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation or misrepresentation as to a fundamental matter; or
- for any other liability that, by law, may not be limited or excluded.

The material displayed on the Platform is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- Any liability for any direct, indirect or consequential loss or damage incurred by any user or by the client in connection with the Platform or in connection with the use, inability to use, or results of the use of the Platform, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;



- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any contract that is caused by Events Outside Our Control as defined in clause 13 below.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Platform; or
- use of or reliance on any content displayed on the Platform.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform or any content on them, whether express or implied.

11. EVENTS OUTSIDE OUR CONTROL

In this section an "Event Outside Our Control" means any act or event beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, snow, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, impossibility of the use of motor transport or other means of public or private transport, road traffic accidents, road closures or mechanical failure.

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these T&Cs, that is caused by an event outside our control.



If an Event Outside Our Control takes place that affects our performance of our obligations under these T&Cs:

- we will contact you as soon as reasonably possible to notify you;
- we shall not be liable to you for any delay or failure to perform our obligations under these T&Cs as a result of an event outside our control; and
- we shall use reasonable endeavours to minimise any disruption to the services.

12. INFORMATION ABOUT YOU AND YOUR VISITS TO THE PLATFORM

We process information about you and your visits to the Platform in accordance with our Privacy Policy. By using the Platform, you agree to such processing and you warrant that all data provided by you is accurate.

In addition and in order to improve our users' experience, we may use dedicated tools in order to monitor how long users spend on the Platform and which pages are being visited, to track mouse movements on the Platform and/or to record what users watch while browsing the Platform. By using the Platform, you agree to such monitoring of your browsing of the Platform.

13. GENERAL

These T&Cs shall remain in full force and effect while you use the Platform. Without limiting any other provision of these legal terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the platform (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these legal terms or of any applicable law or regulation. We may issue a warning to you and/or the client, terminate your use or participation in the platform or delete your account and any content or information that you posted at any time, without warning.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.



You may not transfer or assign any or all of your rights or obligations under any contract with us, including but not limited to your rights and obligations under these T&Cs.

These T&Cs are between you and us. Except for the client, no other person shall have any rights to enforce any of the provisions of these T&Cs, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If we fail to enforce any of our rights under these T&Cs, that does not result in a waiver of that right.

If any provision of these T&Cs is found to be unenforceable, all other provisions shall remain unaffected.

These T&Cs may not be varied except with our express written consent.

14. APPLICABLE LAW AND COMPETENT JURISDICTION

These T&Cs, their subject matter and their formation shall be governed by English law.

Any dispute or claim in relation to these T&Cs (whether contractual or non-contractual) will be subject to the exclusive jurisdiction of the courts of England.

15. CONTACTING US

Please submit any questions you may have about these T&Cs or any complaint or concern in relation to any service to your primary contact at Streetbees.