

Terms of Use and Membership

Last Updated: January 2024

Welcome to Ayoglobal.com (this "Site"). By using this Site, registering as a member of Ayo, participating in the A-Coin ("Coin" or "A-Coin") membership program ("Ayo Coin Program" or "Coin Program") or participating in any survey or study provided or hosted by Coin (each, a "Survey" and collectively "Surveys"), you agree to these Terms of Use and Membership ("Terms") and confirm that you have read and understood our privacy policy ("Privacy Policy").

Our Privacy Policy sets out how Ayo collects, uses and stores your personal information and a copy can be found .

If you do not agree to the Terms and Privacy Policy, do not use this Site.

Ayo reserves the right, in its sole discretion, to change, modify, add or remove portions of these Terms, and/or our Privacy Policy, at any time. It is your responsibility to check these Terms and our Privacy Policy periodically for changes. These Terms were last updated on the date at the top of these Terms.

Your continued use of this Site following the posting of such changes will mean that you accept and agree to the changes. Provided you comply with these Terms, Ayo grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site

Eligibility

Membership in any Ayo panel is free and is open to individuals only (not corporations or other business entities) that are at least sixteen (16) years of age or such other age as required by your geographic location. Membership in certain panels may be further restricted based on your age or geographic location. If you are less than eighteen (18) years of age and win any prize or receive any cash reward through Ayo Coins or any other Coin incentive program, then such award will be made to your legal guardian. You are permitted to have only one account.

Registration and Passwords

While you may access this Site without registering for membership in any Ayo panel, for an account to be established in your name and any Coins credited to your account, you must complete the online registration form and must provide Ayo with complete and valid contact information, including your full legal name, home address, and valid e-mail address, together with all other requested information. Your account must have a unique and valid e-mail address and password.

You agree to provide only accurate, current and complete registration information and to keep that information updated in order to maintain its accuracy. Ayo may terminate or suspend your membership and you may forfeit your Points if you fail to provide or keep your personal information accurate and complete.

You may use only one (1) password to open and access your account, and you may not use another account holder's password or allow anyone else to use your password, for any reason. You are solely responsible for the security of your user name and password and any activity that occurs under your membership account, whether

authorized or unauthorized. Ayo will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or fraud of Ayo. You agree to immediately notify Ayo of any unauthorized use or breach of your member account.

Should you forget your password, you may request an e-mail to reset your password using your username so that you can regain use of your account and an email will be sent to the e-mail address we hold in your member profile.

By joining as a member of Ayo's panels, you agree to receive invitations to participate in Surveys via e-mail. Ayo does not guarantee that you will receive a certain minimum volume of invitations or any invitations at all. Your participation in any Survey and your disclosure of any personally identifiable information is completely voluntary and so whether you accept or reject any invitations to participate in surveys is entirely up to you and we will not penalize you for refusing to accept any such invitations.

Relationships

You are responsible for providing any computer equipment and communications services necessary to connect to and access this Site. You agree that neither your membership in a Ayo panel nor your completion of any Surveys for Ayo and its clients create any agency, partnership or employment relationship, and that your completion of Surveys is strictly as an independent contractor. You also agree the Coins or other incentives you receive for completing Surveys are the only compensation you will receive for your completion of Surveys.

Code of Conduct Members:

Ayo is an online community dedicated to making your voice heard and allowing you to tell leading providers of products and services what you think. When you use and post content to the Ayo Site or our community we ask that you observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members.
- Do not post any of the following:
 - Personal information (including any financial information)
 - Material that advocates illegal activity
 - Political, religious or ideological beliefs.
 - Personal attacks or anything obscene, vulgar, illegal, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or invasive of someone else's privacy (including "jokes" that may be misconstrued).
 - Advertising and solicitations - do not use any community areas to buy or solicit for goods, services, or money, or to advertise or sell products or services to others. For example, do not post any advertising, referrals, promotional materials, junk mail, "spam", chain letters, pyramid schemes or any other form of solicitation.
 - Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property rights of another. In this regard if you do wish to post images on our site please make sure that the images you upload are free to use (for example from websites like pixabay) or even better, use your own photos and images instead.
 - Any statements that express or imply that any actions you take are endorsed by Ayo or our clients.

- Do not take any Survey other than in good faith, such as providing false answers or speeding through a survey or answering each question the same way. Ayo reserves the right to withhold awarding Coins to you if, in Ayo's reasonable view, your Survey responses are untruthful or not well considered.
- Do not use your Ayo account outside of the country you registered in. The surveys we offer are related to the country you signed up in, asking questions that are relevant to you. Accessing your account and taking surveys out of the country of registration can be seen as fraudulent and may result in termination of your membership. This also applies if you go on holidays.
- Do not use a VPN, proxy, Tor or any type of masked connection/software.
- Avoid using shared wifi networks. This will allocate you the same IP address as other people on the network, that might also use a Toluna account, and this could potentially be flagged as using multiple accounts.
- Make sure your device settings reflect the country and language you are registered in.
- Do not access or use any part of the Site for anything other than your personal, non-commercial use.
- Do not access or use any part of the Site in any way that may violate any applicable provincial, federal, or international laws, regulations, or other governmental requirements and/or regulations, treaties or tariffs.
- Do not resell, barter, trade or otherwise attempt to generate income by providing access to your Ayo Coin to others.
- Do not impersonate any individual or entity, including, without limitation, a Ayo employee, agent or client, or other Ayo members or otherwise misrepresent your affiliation with any person or entity, including by "framing" any portion of this Site to

make it look like you have a relationship with us or that we have endorsed you for any purpose.

- Do not attempt to circumvent the Ayo Coins system, including by requesting rankings from other members or posting content which does not respond to or posing any questions in order to garner points.
- Do not publish or make reference in any media to any Survey or Site content without our prior written permission.
- Do not collect or store any personal information about other members.
- Do not attempt to access any service or area of the Site that you are not authorized to access.
- Do not use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data.
- Do not send to or otherwise impact us or this Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact this Site or any recipient or take any action, such as a denial of service attack, that might impose a significant burden on this Site's infrastructure or interfere with the ordinary operation of this Site.
- Do not re-post on the Site any statements you receive from the Toluna help desk.
- Do not communicate with the Ayo help desk in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue or misleading.
- Do not, under any circumstances, contact Ayo's clients or the sponsor of any survey.
- Do not engage in any other activity that the Company reasonably deems improper or abusive.

Failure to comply with this Code of Conduct may result in termination of your membership account and forfeiture of any Coins.

Uploading content to the Site

Whenever you make use of a feature that allows you to upload content to our Site, you must comply with the content standards set out in our Content Rules (see below).

Any content you upload to our Site (“User Content”) will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your User Content, but you grant us and other users of the Site (such as our clients) a non-exclusive license to use, store and copy that User Content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the User Content or the accuracy of any User Content posted by you or any other user of our Site.

We have the right to remove any post you make on our Website if, in our opinion, your post does not comply with the content standards set out in our Content Rules. In particular when posting images please make sure that they are either your own images or you have the right to post them, for example by using free image sites such as pixabay.

The views expressed by other users on our Website do not represent our views or values.

Rules on uploading your content (including images)

(“Content Rules”)

If you upload any User Content to the Site, you agree to comply with the following terms of use at all times:

- You must not post or upload any User Content or use the Site in a way that violates any law (including any copyright laws).
- You must not post or upload any personal information about other individuals, including any photographs or video footage of them, without their full and clear consent for such personal information being (a) posted/uploaded to the Site, and (b) used by us and our clients in accordance with these Terms (and the Privacy Policy).
- You must not post or upload any User Content or use the Site in a way that is offensive, threatening, defamatory, vulgar, obscene, harassing, false, misleading or unreliable, or that brings or is likely to bring us, the Site or our clients into disrepute.
- You agree not to contribute User Content that will infringe another organization's or person's rights (including intellectual property rights and rights of privacy). You agree that you have all the necessary rights and permissions to publish the User Content you submit to the Site.
- We may moderate and review any User Content that is submitted to be posted or is automatically posted/uploaded to the Site. However, we accept no responsibility for any User

Content and reserve the right to remove/edit any User Content at any time.

- You are wholly responsible for all User Content posted by you on the Site (including, but not limited to, emails sent by you in connection to the Site).
- Please let us know immediately by contacting us at www.ayoglobal.com if any of these rules are broken by you or other users.
- We reserve the right to remove or edit, or require you to edit, User Content posted to the Site at any time.
- Any User Content you post to the Site may be used by us for any purpose subject to the Privacy Policy .
- To the extent permitted by law, you hereby indemnify us against all losses, damages, proceedings, actions, legal costs and disbursements, expenses and any other losses or liabilities arising from your posting of User Content, or use of the Site, or your breach of these Terms.

In the event that we are notified by a third party that User Content that you have uploaded to the Site infringes the intellectual property rights of a third party, then we reserve the right to release your identity and contact details to that third party for the purpose of them taking enforcement action against you without notice to you.

You acknowledge and agree that we can release your details to such third parties under any relevant exemptions available to us pursuant to applicable data protection legislation for the purposes of that third party taking such enforcement action and you hereby waive any rights you may have against Ayo in connection with such disclosure.

Confidentiality of Surveys

Ayo's clients may disclose confidential, commercially sensitive and/or proprietary information and materials to you as part of Surveys, and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, new services, new product ideas or concepts, packaging concepts, advertising and movie or television concepts or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Surveys in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Survey. If you breach this obligation, in addition to forfeiture of your Coins and termination of your account, you may be liable for monetary damages to Ayo and/or our client for damages caused by the result of your breach.

Member Content and License

You hereby grant a non-exclusive, perpetual, unlimited, worldwide, royalty-free license to Ayo to use for any purpose any content you submit to this Site, including the right to edit, copy, transmit, publish, display, modify, distribute, create derivative works from and develop such content and to transfer such content to third parties. You, not Ayo, will have sole responsibility and liability for all content you use, upload, post or submit to the Site, including on our message boards and in any Surveys in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post such content.

Ayo Coins

What are Points?

Ayo values our members' opinions, and to show our appreciation, Ayo offers incentives in the form of credits called “A-Coin,” which are credited to your account maintained by Ayo. Coins are redeemable for cash or rewards as specified and subject to the terms below.

Earning Coins

Your ability to earn points is not time-based and we will only award you points, which will be deposited into your account in return for your participation in activities authorized by Ayo, which includes, but are not limited to, registration as a panelist, completion of demographic profiles and completion of qualitative or quantitative marketing research activities performed by Ayo, and only in accordance with the specific incentives offered for each activity.

Ayo is dedicated to providing quality data to our clients. To ensure this level of quality, please note that you might not qualify for all Surveys, in which case, the Survey will close and you will not receive Coins. The reasons you might not qualify include, but are not limited to:

- You must not post or upload any User Content or use the Site in a way that violates any law.
 - Your profile not corresponding to our client's target audience
 - Discrepancy in logical suite of responses
 - Untruthful responses or false answers
 - Inappropriate or abusive replies
 - Going too quickly through the questions to properly consider your answers
 - Lapse in attention leading to failed quality checks

- You may earn Points as follows:
 - Survey Completion: Earn Coins for each Survey you qualify for and complete. Coins awarded vary by survey.
 - Personal Interest Survey ("Profile") Completion: Panelists can earn additional Points by completing the Profiles. Each completed Profile is worth an additional 100 Points.

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The timing of credits for points depends on the Survey. For some Surveys, credits are applied within a few days; for others, the credits are applied after the Survey has closed.

Ayo will maintain a record of the Coins credited to and debited from your account and you can check the status of your account online by logging in and checking the "Your Coins" tab. Although Ayo makes every effort to ensure that accounts are credited correctly, it is your responsibility to verify that your Points have been credited properly. If you feel the incentive amounts credited to your account are incorrect, you must contact Ayo by email within sixty (60) days following our alleged error and explain in full the basis of your dispute, attaching any relevant information which offers evidence of the discrepancy. Upon receipt of your notice, we will investigate your claim and notify you of our decision to adjust or maintain the amount of Coins credited to your account, as we deem appropriate, within thirty (30) days. If we need additional time to decide your claim, we will notify you and will endeavor to render a decision as soon as reasonably practicable. Any decision by us with regard to such a claim will be final.

Redeeming Coins

You can spend your Coins at any time by going to the "Rewards" tab on the main page. Coins awarded are not time-based, but are only awarded for Survey completion, Profile completion, and

other participation on this Site.

Coins automatically convert to cash values whenever you request a payment. In our current model, 6,000 coins is equivalent to \$1.00. Alternatively Points can be converted to a voucher.

Vouchers/Coins

If you request a voucher, Ayo will make the voucher code available via electronic means within 3 weeks of your request.

Electronic vouchers (e-vouchers) will either be sent to your Ayo account or to the email address within your member profile in your account.

Please make sure that we have your correct email address to avoid any delays in delivery.

Any request to resend a missing voucher must be made within 3 months from when the voucher was originally sent. Ayo will not process any orders after the expiry of this 3-month time limit.

Cash Payments

Stripe requests for cash payment will be credited directly to the Stripe account indicated in your account at the time within 3 weeks. It is your sole responsibility to keep such information current.

All rewards are subject to change as may be necessary to comply with applicable laws or regulations and we reserve the right to voice vouchers where such laws or regulations dictate that we must do so.

Expiration of Points

When Coins are credited to your account they will remain valid for one year (12 months) from the date they are earned. If after this period the Coins have not been used, they will automatically expire and be deleted from your account. This deduction will always occur towards the end of the month, usually on the 28th day. For example, if you earned Points on March 15, 2024, they will be removed from your account on March 15, 2025, if they are still in your account. Coins cannot be redeemed after the expiration date.

In addition, all of your Coins will immediately expire and be forfeited in the event that you cancel your account at Ayo or if your account becomes "inactive." To be an active member means that you have joined Ayo and participated in a Survey or other activity on this Site within 12 months of your initial registration or within the preceding 12 months. Ayo will not provide you with any notice of the cancellation and forfeiture of any of your Coins. Ayo reserves the right to amend these cancellation and forfeiture rules in its sole discretion.

Misconduct, Fraud and Correcting Account Errors

Ayo retains the right to monitor all member activity within Ayo Coins. If you have violated our Code of Conduct above, or in the event that your account shows signs of fraud, abuse or suspicious activity, your member account may be terminated and you may forfeit all accumulated Coins. If you have conducted any fraudulent activity, then subject to local applicable law, Ayo reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, if allowed by law, you may be liable for monetary losses to Ayo, including litigation costs and damages, and you will not be allowed to participate in Ayo Coins in the future.

If your account does not accurately reflect your Coin balance, Ayo reserves the right to correct such errors. If you have been awarded Points in error or you believe that your member account has been the subject of suspicious activity, please contact Ayo immediately. If it is determined that you have been the victim of fraud, the Coins you have earned will be transferred to a new member account.

Transferability

Coins have no cash value, and may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in any Coins granted pursuant to the Ayo Coins Program.

Ayo Coins Program Duration & Changes to Rules

Any revisions to the Coins Program may affect your ability to use any Coins you accumulate. If the Coins Program is terminated or your membership is terminated by Ayo other than as a result of your breach of these Terms, you will only have 30 days from such termination date to redeem all your accumulated Coins. If there is a modification to the Coins Program, we will endeavor to notify you; however, Ayo will not be responsible if you do not learn of the modification. The rewards offered and Coin levels required for specific rewards are subject to change without notice. All rewards are subject to availability.

Ayo Intellectual Property

This Site is protected by intellectual property laws and you agree to respect them. All rights not expressly granted to you are reserved by Ayo or its licensors.

The "AYO", "AYO GLOBAL logos and the marks "AYO", "AYO GLOBALS" and "AYOGLOBAL.com" are trademarks or registered trademarks of AYO or its affiliates. All other trademarks, service marks, logos and trade names used on this Site are the property of Ayo or their respective owners or are

owned by third parties but used by Ayo with the owner's consent. All rights are reserved.

For the purposes of this paragraph, "Content" means (without limitation) all text, design, graphics, images, sound files, animation, video, interfaces, software, code and the selection and arrangement thereof appearing or included from time to time on this Site. All Content on this Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No Content may be copied, distributed, republished, uploaded, posted or transmitted in any way except pursuant to the express provisions of these Terms or with our prior consent. Modification or use of the Content for any other purpose may violate intellectual property rights. No right to use the Content is granted to users and – all titles and/or rights remain with us. This Site is © AYO. All rights reserved.

Disclaimer of Warranties

By utilizing the AYO Coins Program, you acknowledge and agree that Ayo is not a bank or any other kind or form of financial institution and that "Coins" credited to your account are not actual cash deposits, do not earn interest, and are only accounts entries that entitle you to the amount of the credited Coins if you redeem them in accordance with these terms of use. You further agree that you may only redeem the amounts in your account in the manner and according to the procedures described in these terms of use, which we may amend from time to time. Ayo is not responsible for the actions of any third party, such as the issuers of any gift cards, vouchers or other rewards redeemable for Coins.

You expressly agree that your use of this Site and the Ayo Coins Program is at your sole risk. You agree that this Site, all information on this Site, the services offered by this Site and the

Ayo Coins program are provided by Ayo or its corporate parents or affiliates, successors or assigns, suppliers or agents, "AS IS" and "AS AVAILABLE ." Toluna is not responsible for typographical errors regardless of source. In addition, Ayo does not represent or warrant that the information accessible on this Site is accurate, complete, or current. You hereby release Ayo and its affiliates and third party providers from all liability regarding the redemption and use of any rewards, including any rewards that, after receipt, may be lost, stolen or destroyed. TO THE FULLEST EXTENT ALLOWED BY LAW, AYO DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF: (a) MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, ACCURACY OR COMPLETENESS; AND (b) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU SHARE YOUR PERSONAL DATA, INCLUDING IMAGES AND YOUR USER PROFILE INFORMATION WITH OTHER USERS OF THE SITE AND/OR PUBLICLY, WE EXCLUDE ALL LIABILITY AS TO THE SECURITY OR CONFIDENTIALITY OF SUCH INFORMATION.

AYO FURTHER DISCLAIMS ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO REASONABLE CARE, WORKMANLIKE EFFORT, FREEDOM FROM COMPUTER VIRUS, AND LACK OF NEGLIGENCE. TOLUNA FURTHER MAKES NO WARRANTY IN RESPECT OF YOUR ENJOYMENT OF ANY ASPECT OF THE SITE.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER AYO NOR ANY OF OUR AFFILIATES OR AGENTS WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR GENERAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT OR THIS SITE, EVEN IF AYO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

IN NO EVENT SHALL THE LIABILITY OF AYO, ITS CORPORATE PARENTS OR AFFILIATES, SUCCESSORS OR ASSIGNS, SUPPLIERS OR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE POINTS PROGRAM, TO THE FAIR MARKET RETAIL VALUE OF THE REWARDS WHICH YOUR UNUSED, UNEXPIRED, NON-CANCELED POINTS ARE CONVERTIBLE INTO.

Indemnification

To the fullest extent allowed by law, you agree to indemnify and hold Ayo, and its parent and affiliated companies, together with their officers, directors, owners, employees and agents harmless from any and all claims, losses, damages, suits, fines, levy's and costs (including reasonable attorney's fees and expert witness costs, including costs associated with in-house counsel),

(collectively "Claims"), arising from or related to your use of this Site and any content you place on this Site, including Claims made by third parties. You agree that Ayo has the unlimited right to defend any claim and settle any claim without your prior permission. You agree to provide Ayo with all reasonable assistance in the defense of any claim.

Canceling Your Account

You may cancel your account at any time by contacting Ayo at www.ayoglobal.com or by going to "Account details" underneath your profile picture and selecting "Unsubscribe Options" on the bottom left hand corner, then completing the process by selecting the option "cancel your account". Your account will also be canceled if you withdraw from the Ayo panel. Immediately upon deletion or your withdrawal from the Ayo panel, your account will be closed. You understand and agree that, as noted above, upon closing your account, your right to access the Ayo Coins program will cease and all Coins credited to your account at such time, however and whenever accumulated, will be forfeited. Ayo may terminate your account at any time for any reason.

Tax Liabilities

You may be required under local laws to pay taxes on prizes you receive. You acknowledge that we may supply information to taxing agencies, or withhold taxes, at the request of those agencies or as we, in our sole discretion, deem appropriate. You acknowledge and agree that you will provide Ayo with any additional personal information that Ayo needs to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request sent by Ayo to the email address registered at that time may result in the forfeiture of Coins or the prizes you may have won.

Links

Ayo may provide links to third-party websites as a convenience to you, and Ayo's provision of any link does not constitute an endorsement by such site of Ayo or vice versa. You agree that Ayo is not responsible for examining or evaluating the content or accuracy of these sites and Ayo does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Ayo is not in any way responsible for any such use by you.

Notices

Notices to You: We may give you all notices that we are required to give by posting such notices on this Site. You also agree that we may give notice by email at our discretion, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration. You agree to keep your address current and to check for notices posted on the Site.

Notices to Us: We receive many emails and not all employees are trained to deal with every kind of communication, so you agree to send us notice by mailing it to Ayo Communications 30 N.Gould St.; Ste.3412, Sheridan Wyoming 82801 USA.

Entity Agreement; Miscellaneous.

These Terms, including items incorporated into them (eg, the Privacy Policy), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by us and consents provided by you on the Site (collectively, the "Entire Agreement"), constituting the entire agreement between us and neither party has relied on any

representations made by the other that are not expressly set forth in the Entire Agreement. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under shall not affect the validity and enforceability of the rest of these Terms and the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches, and time is of the essence of the Entire Agreement.

To the fullest extent allowed under applicable law, you hereby waive your right to bring any class action lawsuits against Ayo with respect to any matter. You hereby acknowledge and agree that in the event you believe you have any grounds, however so ever arising, to take action against Ayo, such action will be commenced by you alone and in your own name.

This Site is controlled by us from our offices within the United States of America and is directed to US users. If you choose to access this Site from locations outside the US, you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of US export laws and regulations or the Entire Agreement.

Notice of Copyright Infringement

Ayo respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced on this Site in a way constituting

copyright infringement may provide a notice to our Group General Counsel containing the following:

- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyright
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information sufficient enough to permit us to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notice is accurate, and if applicable that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.



Copyright infringement claims and notices (but not other notices) should be sent to the attention of the Group Head of Legal in the following manner:

- by mail: AYO Communications 30 N. Gould St. Ste, 3412, Sheridan, Wyoming 82801 Attn.Head of Legal
- by email: legal@ayoglobal.com

Complaints and Feedback on Surveys

If you have a complaint of any nature, or if you have an issue with the content of any survey, you should contact us at www.ayoglobal.com or at AYO Communications 30 N. Gould St. Ste, 3412, Sheridan, Wyoming 82801. In particular, you should not contact any of Ayo's clients or the sponsors of any survey's directly, under any circumstances.

If you have any other complaints, you may contact us at 601 N. Union St. Lima Ohio 45801, USA Attn. complaints. If you are a resident of California, you may also reach out to the Complaint Assistance Unit of the Division of Consumer Services of the Dept. of Consumer Affairs who may be contacted at 400 R Street, Sacramento, CA 95814 or (800) 952-5210.

Release of Liability:

Ayo and any partners and clients affiliated with Surveys are not in any way liable for lost, late, or misdirected entries or for any damage or loss resulting from a) technical errors related to computers, servers, providers, or telephone or network lines; b) printing errors; or c) injury or damage to property which may be caused, directly or indirectly, in whole or in part, from receipt of any prize. Taxes and additional shipping, handling and delivery fees in excess of the prize amount, if any, are the sole responsibility of the prize winner. By accepting the prize, the winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

Winner also accepts sole responsibility for any miscellaneous costs relating to the acceptance of this prize. Except where prohibited, acceptance of the prize constitutes the winner's consent to use his or her name, likeness, and biographical data for advertising and

promotional purposes without additional compensation. If the winner does not want to authorize the use of his or her name for the likeness of advertising and promotional purposes, he or she must inform Ayo at the time of notification.

conduct

Ayo reserves the right, at its sole discretion, to terminate a member account of any individual it finds to be: a) tampering or attempting to tamper with any Toluna website; b) violating the terms of service, conditions of use and/or general rules or guidelines of any Ayo property or service; or c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

Termination of your account

If your membership or your access to the Site is terminated or suspended for any reason, you must not access the Website without our prior written consent.

This Site is hosted by:

AYO Communications, Corp.

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