

OMETRIKA RESEARCH, CORP.
PLATFORM TERMS OF USE

1. INTRODUCTION

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- a) by opening, having access to, or using the OMK Site you acknowledge and agree to comply with the Terms of Use.
- b) If you disagree with the Terms of Use, you shall not use the OMK Site or commercially exploit it, nor in any way are authorized to use, make copies or reproduce, publish or distribute, any of its contents.
- c) Your access and use of the OMK Site is strictly bound to the Terms of Use, been freely agreed by you either by being (a) a Visitor or (b) Registered User.
- d) ORC reserves every right to modify or change the OMK Site, its contents and Terms of Use, periodically, and without prior notice.

ORC maintains strong politics regarding the quality of its services and streamline security over its network. ORC reserves the right to have access, examine or filter any e-mail or electronic message, or any communication posted or transmitted through the OMK Site that might be in violation of the Terms of Use.

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2. DEFINITIONS

- a) OMETRIKA™ is a dynamic marketing and/or advertising measurement tool that serves to monitor changes and periodical investments in the out-of-home industry. OMETRIKA™ records island wide media investments, "share of voice" and market share, by format and use on multiple OOH media formats.
- b) OUT-OF-HOME MEDIA FORMATS (or "OOH MEDIA FORMATS") – Represents the sizes, display method such as fix faces, trivison faces or digital formats.
- c) OMK REPORT ("OMK Report") is a third-party market share report which records brands, advertisements and/or commercials displayed on OOH MEDIA FORMATS during market assessments documented by OMK data collectors. The OMK Report compiles data since September 2016. It contains media investments made in billboards (fix, tri-vision and digital format) and in wallsapes (fix, tri-vision and digital format). Given the rapid streamlining of data in digital media formats? ORC manages to record brands, advertisements or commercials displayed at plain sight. Thus every data and report is provided "as is", without any sort of data warranty, guarantee or assurance, either expressed or implied.

- d) OMK DATA (or “CONTENT”) comprises every bit of data, piece of information, statistic, metric, indicator or research outcome, descriptions of product or service, as provided in the OMK Site and OMK Report, included but no limited to data and information related to brands, advertisements or commercials, as monitored, recorded, documented, developed or produced by OMK collectors.
- e) OMK INTELLECTUAL PROPERTY comprises OMK Data, any confidential information or trade secret, image, photo or snapshot, 2D or 3D design, plan or strategy, the OMK Site or any software, source code, web-page, web-screen or information display, data base or arrangement, business method or process developed by OMK, its’ subsidiaries, contractors or authorized service providers, and any work of authorship or invention, copyright, trademark, trade dress or business image, and patent right owned by OMK.

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- f) nor edit or otherwise modify any CONTENT or material from the OMK Site;
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- j) You do not acquire any ownership rights to any CONTENT or material part of the OMK Site. Any unauthorized use terminates the license granted herein.

4. ACCEPTABLE USE OF THE OMK SITE

You must not use the OMK Site in any manner that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Violations of system or network security may result in civil or criminal liability.

You must not use the OMK Site to copy, store, host, send or transmit, use, publish or distribute, any material which consists of (or is linked to) any spyware, computer virus, *Trojan* horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to OMK Site without ORC's express written consent.

You must not use any device, software or program to interfere or attempt to disrupt the proper working of the OMK Site or any activity conducted on it, including any action which creates an undue burden on ORC's network or services.

You must not use the OMK Site or ORC's services to send junk email, spam, chain letters, pyramid schemes.

You must not use the OMK Site or ORC's services for the purpose of collecting or storing personal information about others, including email addresses.

You must not use the account, username or password of another Registered User at any time.

You must not upload material that contains viruses or other computer program codes or procedures that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You must not use the OMK Site to send or transmit unsolicited commercial communications.

You must not use the OMK Site for any purposes related to marketing without ORC's express written consent.

5. REGISTERED USER

Access to certain areas of the OMK Site is restricted to Registered Users.

In order to become a Registered User, you must complete the registration process by providing certain information and providing a password. You warrant that all the information you provide to us as part of the registration procedure is true, accurate, fair and complete.

You acknowledge that we may refuse to permit, or may insist that you change, any username that impersonates another person or breaches the provisions of Sections 1, 3 and 4.

Registered Users will have access to such additional features provided in the OMK Site as ORC may from time to time determine, in our sole discretion. Such additional features may include:

- a) the facility to view sections of the site available to Registered Users only;
- b) the facility to join website groups, such as forums, and to share information amongst group members.

ORC will provide Registered Users with a username and password to enable them to access the restricted areas of the OMK Site. Registered Users are solely responsible for maintaining the confidentiality of their password and for every activity that takes place under their account.

As a Registered User you agree to ensure that you log off from your account at the end of each session and agree to notify ORC immediately in regards to any unauthorized use of your account or access to your password. ORC may disable usernames and passwords, delete accounts, and/or delete any information associated with an account, in our sole discretion, without notice or explanation.

6. REGISTERED USERS: Privacy Policy

Any personal information supplied to ORC as part of the registration process will be collected, stored and used in accordance with [OMK Site's Privacy Policy](#).

7. LIMITED WARRANTIES

ORC offers different products and services through the OMK Site. When you subscribe to an OMK product or service, you accept the specific agreement applicable to that product or service.

ORC does not warrant that any product or service description or CONTENT is accurate, current, complete or free of errors. The data and information reported is gathered and recorded by ORC's data collectors as the images, text or embellishments are displayed on OOH outputs?, at predetermined sites and times of visits.

ORC do not warrant the completeness or accuracy of the data and information published on the OMK Site. Nor do we commit to ensuring that the OMK Site remains available on the Internet or that the CONTENT is kept up-to-date.

You acknowledge and accept that ORC shall not be held liable for:

- a) unsolicited email or 'spam' sent to a Visitor or Registered User's published email address;
- b) we take no responsibility for the accuracy of any agreement made between you and any individual or organization based on viewing or using the OMK Site, OMK Report or services. All terms negotiated by you and them shall be done at your own risk.

ORC excludes all representations, warranties and conditions relating to the OMK Site and it's use, including but not limited to any warranties implied by law as to satisfactory quality, fitness for purpose and/or use of reasonable care and skill.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Nothing in these Terms of Use (or elsewhere on the OMK Site) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Nonetheless, our liability to you in relation to the use of the OMK Site, or under or in connection with the Terms of Use, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- (a) to the extent that the CONTENT or the information and services provided on the OMK Site and OMK Report are provided free-of-charge, ORC will not be held responsible for any loss or damage of any nature;

- (b) ORC will not be liable for any consequential, indirect or special loss or damage;
- (c) ORC will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data or information;
- (d) we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control, including:-
 - (d.1.) any error, interruption, omission, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of, any User communication.
 - (d.2.) any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the OMK services.

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You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, you accept that ORC is a corporation and as such you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with the OMK Site, the OMK Reports, CONTENT and services, or the Terms of Use.

9. INDEMNITY

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

10. BREACHES OF THE TERMS OF USE

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to the OMK Site;
- (c) permanently prohibit you from accessing the OMK Site;
- (d) block computers using your IP address from accessing the OMK Site;
- (e) contact your internet services provider and request that they block your access to the OMK Site;
- (f) bring court proceedings against you for breach of contract or otherwise;
- (g) suspend and/or delete your account with the OMK Site; and/or
- (h) delete and/or edit any or all of your user generated content (if applicable).

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

11. THIRD PARTY WEBSITES

The OMK Site includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

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The inclusion of linked websites on the OMK Site as advertisements or sponsored links does not imply any approval or endorsement of the linked site by ORC or its personnel. When you access these third party sites, you do so at your own risk. ORC or its personnel takes no responsibility for any third party advertisements that appear on the website, nor does it take any responsibility for the goods and services provided by its advertisers.

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Other registered and unregistered trade or service marks included on the OMK Site are property of their respective owners as identified. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

13. MODIFICATIONS TO THE TERMS OF USE

ORC may revise the Terms of Use from time-to-time. Revised Terms of Use will apply to the use of the OMK Site from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

14. ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

15. SEVERABILITY

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. EXCLUSION OF THIRD PARTIES

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

17. ENTIRE AGREEMENT

These terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

18. LAW AND JURISDICTION

These terms of use will be governed by and construed in accordance with the Law of Puerto Rico, and any disputes relating to these Terms of Use will be subject to the exclusive jurisdiction of the courts of Puerto Rico.