

Terms of Service and Privacy Policy

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Thank you for choosing Feelingstream!

Soon you'll have an opportunity to try Feelingstream OÜ's (hereinafter "Feelingstream") service. This service allows you (hereinafter "you" or "User") to upload, anonymize, clean, label and analyse data, build models and use models via API, using the <https://cloud.feelingstream.com> application (hereinafter "the Service"). Feelingstream would like to give you the best possible experience to ensure that the Service is useful to you. But before that you should read carefully and accept Feelingstream Terms of Service and Privacy Policy (hereinafter "the Contract"), so you can understand what are your and Feelingstream rights, obligations etc., which you agree to be bound of by signing up or using the Service.

If you do not agree to be bound of this Contract, do not access or use the Service.

Ownership of the service

The Service is owned and controlled by Feelingstream OÜ (Estonian commercial registry code 12912077).

User's Rights and Obligations

You can try the Service free of any fees for a period of thirty (30) days (hereinafter "trial period") from the moment you get the access to the Service. If you would like to continue to use the Service after the trial period you should contact the Feelingstream (info@feelingstream.com) to negotiate the terms to continue to use the Service. Feelingstream do not warrant that after trial period you can use the Service fee freely.

You will get access to the Service via an email address and password, which you are selecting at signing up as a user of the Service or changed while using the Service. You are obligated to keep your password confidential and not to disclose it to third parties.

If you have forgotten your password or suspect that the password has become available to third parties, you should change the password immediately via your user account or <https://cloud.feelingstream.com/auth/resetpassword>.

You are obligated to provide Feelingstream the information that is accurate, complete, and current at all times.

You shall use the Service only for your own needs.

The data you will upload to the Service should not exceed the amount of 1 000 000 texts.

You are fully responsible for the activity that occurs under your user account and must notify Feelingstream immediately of any breach of security relating to or unauthorized use of your account.

You acknowledge that information from the Service and certain other information is collected and processed through the Service. You agree to treat personal information in accordance with Feelingstream's Privacy Policy (described below) and in compliance with the Estonian Personal Data Protection Act and General Data Protection Regulation (EU) 2016/679.

You obligate to guarantee that the data you insert into Feelingstream's system and use in the Service are obtained and processed (i.e. viewed, saved, stored, used for communication, etc.) in compliance with the law and General Data Protection Regulation (EU) 2016/679.

You must keep the information, received from Feelingstream confidential.

You must compensate Feelingstream for all the damages caused in connection with the violation of the requirements for the processing of personal data via the Service including, but not limited to, all the amounts that Feelingstream has had to pay to any third parties, including data subjects, third persons and institutions as compensation for damages, contractual penalties, misdemeanor fines, or in any other way or on any other basis because of the fact that you did not comply with the personal data processing requirements provided for in these conditions and in the legislation.

Exclusion of Warranties

The Service is provided on "as is" and "as available" basis without express or implied warranty or condition of any kind. You use the Service at your own risk.

Feelingstream and its shareholders, employees, agents, directors, assigns, successors and licensors do not represent or warrant that:

- (I) use of the Service will meet your requirements;
- (II) use of the Service will be uninterrupted, timely, secure and free from error, malware or other harmful components, be available at any particular time or location;
- (III) any information obtained by you through the Service will be accurate or reliable and
- (IV) errors or defects will be corrected.

No advice or information whether oral or in writing obtained by you from Feelingstream shall create any warranty on behalf of Feelingstream in this regard.

Limitation of liability

You agree that, your sole and exclusive remedy for any problems or dissatisfaction with the Service is to stop using the Service and report it to Feelingstream.

Feelingstream is not responsible for the accuracy and content of the information entered into the Service by the third parties nor by you nor for the damages to you, arising from the use of such information contained in the Service.

Feelingstream and its shareholders, employees, agents, directors, assigns, successors and licensors shall not be liable for:

- (I) any indirect, special, incidental, punitive, exemplary or consequential damages;
- (II) any loss of use, data, business or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Service;
- (III) any loss of goodwill or business reputation;
- (IV) any loss or damage which may be incurred to you as a result of:
 - (a) any reliance placed on the completeness, accuracy or existence of any information received via the Service;
 - (b) any changes which Feelingstream may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service);
 - (c) the deletion of, corruption of, or failure to store, any content and other information maintained or transmitted by or through the use of the Service;
 - (d) your failure to provide Feelingstream with accurate account information;
 - (e) your failure to keep your password or account details secure and confidential.

The limitations set in the Contract on Feelingstream's liability to you apply whether or not Feelingstream has been warned of or should have been aware of the possibility of any such damages arising and even if a remedy fails of its essential purpose.

Intellectual Property and License

The Service includes copyright, trademarks, domain name and business name, trade secrets and know-how and other assets and benefits commonly regarded as intellectual property, whether registered or not, which are and remain the exclusive property of Feelingstream.

Feelingstream grants to you a limited, non-exclusive and non-transferable license to use the the Service only in such manner as necessary for utilizing the Service for its intended purpose and only during the time of the Contract remains in force between you and Feelingstream.

You shall not acquire any right thereto or interest therein or otherwise in connection with the Service. Unless you have agreed otherwise in writing with Feelingstream, nothing in the Contract gives you a right to use any of Feelingstream's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

You undertake, that you will not use any device or software to interfere or attempt to interfere with the proper functioning of the Service; copy, modify, reproduce or create derivative works from, or decompile, reverse engineer or otherwise attempt to derive source code from the software that is being used to provide the Service and also that you

will not create or attempt to create any product or service that is substantially similar to or otherwise competes with the Service.

Feelingstream may, in its sole discretion, disable, close or restrict access to any User who is used to infringe on anyone's intellectual property rights.

Termination

Feelingstream has the right to cancel the access to the Service unilaterally and without prior notification, after trial period or if you have violated this Contract and have not eliminated the violation within 5 workdays as of the receipt of a respective notice from Feelingstream by e-mail.

You have the right to give up further use of Service at any time and with any reason, by sending an e-mail to info@feelingstream.com to delete your account. After receiving such notice, Feelingstream will delete your account.

You agree that upon any termination of the Contract all rights that you have been granted hereunder will terminate.

You are responsible for the damages caused to Feelingstream through the violation of the Contract.

Governing Law

The Contract shall be governed and construed in accordance with the laws of Estonia, without regard to its conflict of law provision.

You and Feelingstream shall make the effort to resolve the disputes arising from this Contract by way of negotiations. In the event you and Feelingstream fail to reach an agreement in the dispute, it shall be subject to the exclusive jurisdiction of Estonian courts. You hereby irrevocably submit to the aforesaid jurisdiction and waive any and all objections you may have to such jurisdiction on the grounds of inconvenient forum or otherwise.

Should Feelingstream fail to enforce any right or provision of these terms, it will not be considered a waiver of those rights.

If any provision of this Contract is held to be invalid or unenforceable by a court, the remaining provision of this Contract will remain in effect.

Privacy Policy

Your's and your clients' privacy and security is, and will always be, enormously important to Feelingstream.

By accepting Feelingstream Terms of Service and Privacy Policy you voluntarily agree that Feelingstream may process data as set forth below.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The data Feelingstream collect from you and process is related to providing the Service and includes data which is needed in order to use or for ongoing use of the Service. Feelingstream collect information from you when you signing up or using the Service including: name, email address, as well as other information that you submit within the Service (except in process of anonymization). Feelingstream may also collect and store information about the Service usage, IP-addresses, device models and geographic locations and other information relevant to the Service. Feelingstream use this data to contact you to communicate and present offers relevant to your needs that may be attractive to you.

By using the Service, you also choose the processing method for the data. Feelingstream may advise you the suitable processing method, but you will take the final choice. Feelingstream do not warrant that the suggested method will meet your requirements.

Feelingstream is not responsible for the processing personal data by the User, who is not comply the current legal requirements in particular the Personal Data Protection Act of Estonia and General Data Protection Regulation.

You must compensate Feelingstream for all the damages caused in connection with the violation of the requirements for the processing of personal data via the Service including, but not limited to, all the amounts that Feelingstream has had to pay to any third parties, including data subjects, third persons and institutions as compensation for damages, contractual penalties, misdemeanor fines, or in any other way or on any other basis because of the fact that you did not comply with the personal data processing requirements provided for in these conditions and in the legislation.

Personal data are any data concerning an identified or identifiable natural person, regardless of the form or format in which such data exist.

The personal data provided to Feelingstream by you is processed only in a way consistent with the scope of the authorisation granted and at the same time complying with the current legal requirements.

If you are a natural person (including representative of a company) you have a right to request what kind of personal data Feelingstream have collected about you, right to rectification, erasure, restriction of processing, object the personal data Feelingstream have collected about you, also right not to be subject to a decision based solely on

automated processing, right to data portability, to withdraw your consent of data processing at any time and right to lodge a complaint with a supervisory authority in case of infringements of your rights, if those rights arise from the Estonian Personal Data Protection Act or any other legal act. Feelingstream is obliged to deal with such requests within reasonable time. You will be able to exercise your rights by sending an email to info@feelingstream.com. If your personal data has changed or is incorrect for any other reason, please notify us immediately.

Feelingstream do not share, sell or lease or other way transfer any data to third parties unless it is with yours explicit consent or at your request, or upon a demand from legally authorised public authorities in relation to ongoing proceedings. Please note that Feelingstream may disclose your information to third parties if Feelingstream determine that such disclosure is reasonably necessary to comply with the law.

Please note that Feelingstream respect your privacy and guarantee that the data stored in the Service is used only in accordance with your will. Feelingstream also is dedicated to keeping your information secure. Feelingstream have implemented and will continue to employ commercially reasonable measures to ensure that data are processed securely and in compliance with applicable law.

Feelingstream store the data as long as you use the Service. After deleting your account Feelingstream will also delete connected information. However, please note that there might be some latency in deleting this information from Feelingstream servers and backup storage and Feelingstream may retain this information if necessary to comply with Feelingstream legal obligations, resolve disputes, or enforce Feelingstream agreements.

Your data are stored on specially protected servers that can be accessed only by Feelingstream authorised employees. We would like to assure that Feelingstream is the sole administrator of the collected personal data.

Changes

We may revise this Contract from time to time, and will post the most current version on website <https://cloud.feelingstream.com>. If a revision meaningfully reduces your rights, we will notify you by sending an email to the address you have provided. You agree to be bound of the changes if you continue to use the Service.

Contact Feelingstream

If you have any questions about the Contract, please contact Feelingstream by sending an email to info@feelingstream.com.

