

By using TGD Audience (“Service”) provided by TogetherData sp. z o.o. (“Company”), you agree to follow Terms and Conditions. If you do not agree to these Terms and Conditions, do not use this Service. By accepting these Terms and Conditions below or by using the Service in any manner, you and the entity you represent (“Customer”) agree that you have read and agree to be bound by this agreement to the exclusion of all other terms.

### **General Conditions**

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. You understand that the Company may access your account, or information associated with your account, to provide support or maintenance, for security-related reasons, or any other business purpose.
3. You understand that the Company uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack any part of the Service.
5. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
7. We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party’s intellectual property or these Terms of Service.
8. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve
  - a) transmissions over various networks;
  - b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. Of course, we’ll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

10. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).
11. The Company reserves the right to update and change these Terms of Service without notice. Customer will be notified by email of any material change.
12. Questions about the Terms of Service should be sent to [audience@togetherdata.com](mailto:audience@togetherdata.com)

### **Account Terms**

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
2. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted.
5. You may create separate logins for other people according to your Service plan. Any separate login or person will be automatically bound to these Terms of Service and it is your responsibility to inform your users about these Terms of Service.

### **Privacy and security of your data**

1. When you use the Service to measure mobile and web properties, TogetherData will collect information from your users. You consent to our use of users data to provide you with the Service.
2. Each party agrees to handle the other party's data in accordance with
  - a) all applicable laws
  - b) privacy and security measures reasonably adequate to preserve the other party data's confidentiality and security.

3. You own all right, title, and interest to your users data. We obtain no rights from you to your users data.
4. You agree to comply with all applicable laws including all privacy and data protection regulations.
5. You agree to not use the Service to send to the Company sensitive information where unauthorized disclosure could cause material, severe, or catastrophic harm or impact to the Company, any data subjects or third-parties.
6. You agree that the Company may dispose your users anonymous data regarding users behavior and visited sites.
7. You agree that the Company may monitor the activity of any account on the Service. Any such data shall be only used for the purpose of providing and improving the Service.
8. The Company may also collect registration and other information about you through the Company websites. The Company collection and use of information collected on the Company websites is governed by the TogetherData Privacy Policy available at [http://tgdaudience.com/Privacy\\_Policy\\_TGDA.pdf](http://tgdaudience.com/Privacy_Policy_TGDA.pdf).
9. The TogetherData Privacy Policy does not cover information TogetherData collects on Customer's behalf from Customer's mobile and web properties. It is Customer's obligation to provide Customer's own privacy policy or notice to Customer's users.

### **Modifications to the Service**

1. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
2. The Company shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.