



User Agreement for Volunteers

Rank a Brand Foundation (“Rank a Brand”) is providing volunteers with access to the edit section of the website, where brand profiles can be uploaded and modified (the “Rank a Brand Service”). The talent and services of volunteers are important to Rank a Brand in accomplishing its objectives of research and information collection. Although volunteers are not employees of Rank a Brand, it is important to establish standards and guidelines so that both the volunteer and Rank a Brand are aware of the parameters of the volunteer relationship and the use of the Rank a Brand Service.

Rank a Brand is to be used for the intended purpose of research and collecting information and SHOULD NOT be used for commercial applications, political purposes or any other purpose other than the intended purpose of Rank a Brand.

Further, you (the Volunteer) understand that this service shall not be used to publish material deemed to be offensive to the users of Rank a Brand and you agree that any use of the Rank a Brand website will conform to the User Agreement (as outlined below).

1. YOUR ACCEPTANCE OF THIS USER AGREEMENT FOR VOLUNTEERS

Please read this User Agreement for Volunteers (hereby referred to as “User Agreement”) carefully before registering as a Volunteer for Rank a Brand. By using or registering for Rank a Brand, you agree to be bound by the terms and conditions set forth. If you do not wish to be bound by these terms and conditions, you may not access or volunteer for Rank a Brand.

2. MODIFICATION OF TERMS

Rank a Brand reserves the right to modify and restate the terms and conditions of the User Agreement, and modification(s) shall be effective immediately upon being posted on the Rankabrand.com website.

Unless explicitly stated otherwise, any new features that enhance the current Rank a Brand Service, including the release of new Rank a Brand properties, shall be subject to the User Agreement. You understand and agree that Rank a Brand is provided “AS-IS” and that Rank a Brand assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any Volunteer communications or personalized information.

You are responsible for reviewing these terms and conditions regularly. Your continued volunteer work for Rank a Brand shall be deemed to be your conclusive acceptance of all modifications to the Volunteer Agreement.

3. PRIVACY POLICY

By using or registering for Rank a Brand you acknowledge that you have read and accepted the Rank a Brand Privacy Policy. Before using or registering for Rank a Brand, please carefully read the Rank a Brand Privacy Policy. You may access the Privacy Policy by visiting the Disclaimer page on the Rank a Brand Site.

4. REGISTRATION INFORMATION

You agree, as a condition of your use of Rank a Brand, to provide Rank a Brand with accurate and complete information when registering for or using Rank a Brand and to update and maintain such information. Rank a Brand has the right to suspend, restrict or terminate your use of Rank a Brand as a Volunteer and to refuse any future use of all or portions of Rank a Brand if Rank a Brand has reason to believe that you have failed to comply with the User Agreement.



5. MINIMUM AGE

If you are under the age of eighteen, you are prohibited from registering as a Volunteer for Rank a Brand. By registering as a Volunteer for Rank a Brand, you guarantee to Rank a Brand that you are above the age of eighteen.

6. ACCOUNT SECURITY

When you are registered, you get a new account with a User Name and a Password. You are responsible for protecting the confidentiality of your Password and User Name and are fully responsible for all activities that occur under your account.

You agree: (a) to exit from your account when you conclude each session, and (b) to immediately notify Rank a Brand of any loss, compromise or unauthorized use of your Password and User Name or any other breach of security. You may notify Rank a Brand by sending an e-mail to contact@rankabrand.com or by writing to the Rank a Brand Foundation address that can be found on the 'contact' page of the Rank a Brand Site. Rank a Brand will not be liable for any loss or damage of any kind should you fail to comply with these requirements.

7. RESTRICTION AND MODIFICATION OF SERVICE

You agree that Rank a Brand may limit your use of Rank a Brand and that Rank a Brand has no responsibility or liability for any unavailability or limitation on use of Rank a Brand. In addition, Rank a Brand reserves the right at any time to limit: access to, modify, change or discontinue Rank a Brand, or any part thereof, with or without notice. You agree that Rank a Brand shall not be liable to you or to any third party for any modification, suspension or discontinuance of Rank a Brand. You acknowledge and agree that Rank a Brand may establish general practices and limits, concerning the use of Rank a Brand. You agree that Rank a Brand has no responsibility or liability for the information you provide to Rank a Brand. You acknowledge that Rank a Brand reserves the right to terminate any inactive or dormant account(s). You agree that Rank a Brand reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

8. TERMINATION

Rank a Brand reserves the right to terminate this agreement and delete your account immediately without any reason with or without notice. Rank a Brand may also terminate this agreement in case you fail to fulfill - at Rank a Brand's discretion - an obligation under this agreement.

You may terminate this agreement, close your account and delete your profile by sending an email to contact@rankabrand.com. Rank a Brand will act on your request within a maximum period of 30 days.

9. YOUR CONDUCT

As a condition of your use of Rank a Brand, you agree and warrant to Rank a Brand that you will not use Rank a Brand for any purpose that is unlawful or prohibited by the User Agreement. You may not use Rank a Brand in any manner that could damage, impair, disable or overburden Rank a Brand, interfere in any way with Rank a Brand rights, interfere in any way with any other user's use and enjoyment of Rank a Brand, or otherwise infringe on any person's rights.

Specifically, you agree and warrant to Rank a Brand that:

- You understand that you and Rank a Brand don't have any employment relationship and therefore, you have no right to any salary, or other form of compensation;
- You have no current or past business or employment relationship with any of the companies whom you are providing/researching information from;
- You will perform the volunteering role to the best of your ability;



- You will follow the Rank a Brand organisation's policies, procedures and standards;
- You will follow the User Agreement and all applicable laws;
- You will not use, or attempt to use, Rank a Brand in connection with any commercial messages, junk messages, spamming, advertising or messages that are duplicative, unsolicited, or promotional in nature;
- You will respect the privacy of other volunteers and treat any personal data of other volunteers or acquired in the research process strictly confidential and you will not transfer any of such information outside the Rank a Brand Service,
- Any information provided by you to Rank a Brand must have been made available to the public and will be accompanied by a sufficient acknowledgement of the source. You will not transmit, or attempt to transmit, any material that may infringe the contractual, intellectual property rights, or other rights of third parties;
- You will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Rank a Brand, or otherwise attempt to mislead others;
- You will not use, or attempt to use, Rank a Brand to convey any information that may be considered unlawful, harassing, libelous, abusive, threatening, obscene, hateful, offensive, harmful, vulgar, distasteful, defamatory, or invasive of another person's privacy or proprietary rights.
- You agree on the right of Rank a Brand, at its sole discretion, to determine whether or not a Volunteer's conduct is consistent with the letter and spirit of the User Agreement. Rank a Brand may terminate access to Rank a Brand if a Volunteer's conduct is found to be inconsistent with this User Agreement.

10. RESPONSIBILITY FOR CONTENT

You acknowledge that Rank a Brand simply acts as a passive conduit for the distribution and transmission of information. You acknowledge that Rank a Brand has no obligation to screen, preview, or monitor the company information provided by you. By using Rank a Brand, you agree that it is solely YOUR RESPONSIBILITY to evaluate the relevance and usefulness of any company information that you send, access, post, or otherwise transmit through Rank a Brand. Under no circumstances will Rank a Brand be liable in any way for any company information provided, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as a result of the use of any company information sent, accessed, posted or otherwise transmitted via Rank a Brand. Any company information published on the Rank a Brand website falls under the Terms and Conditions of Use and the Disclaimer of the Rank a Brand website.

11. DISCLOSURE

Rank a Brand may make information available on our website, to our employees and/or third parties with whom we contract or as required by law. Any personal information collected will be treated in accordance with our Privacy Policy; for complete details about Rank a Brand Privacy Policy please visit the Disclaimer page of the Rank a Brand website.

12. LIMITATION OF LIABILITY

You expressly agree that Rank a Brand shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (even if Rank a Brand has been advised of the possibility of such damages), resulting from: (i) the information you provided to Rank a Brand, use or inability to use Rank a Brand; (ii) disclosure of, unauthorized access to or alteration of your information or messages; (iii) statements or conduct of any other third party of Rank a Brand; or (iv) any other matter relating to Rank a Brand.



13. PROPRIETARY RIGHTS

You acknowledge and agree that Rank a Brand, its trademark, logos and confidential information are protected by applicable intellectual property and other laws. You further acknowledge and agree that Information presented to you through Rank a Brand is protected by copyrights, trademarks, patents or other proprietary rights and laws. You agree not to display or use Rank a Brand Property in any manner without the prior permission of Rank a Brand.

14. NOTICE

You agree that Rank a Brand may communicate any notices to you, including notices of changes to the User Agreement, through email, regular mail or by posting of those notices on the Rank a Brand website.

15. ENTIRE AGREEMENT

The User Agreement governs your use and provision of information by and to Rank a Brand and constitutes the entire agreement between you and Rank a Brand. It supersedes any prior agreements between you and Rank a Brand. These additional terms will not reduce, diminish, or eliminate any rights Rank a Brand possesses with respect to this User Agreement.

16. GOVERNING LAW AND JURISDICTION

This User Agreement and the relationship between you and Rank a Brand shall be governed by the laws of the Netherlands and the exclusive jurisdiction of the Amsterdam Courts. In any case, you will try to resolve fairly any problems, grievances or difficulties you may have while you volunteer with us by contacting Rank a Brand at contact@rankabrand.com as soon as the problem or claim occurs.

17. MISCELLANEOUS

Any failure by Rank a Brand to exercise any rights or enforce any of the terms of the User Agreement shall not constitute a waiver of such rights or terms. If any portion of the User Agreement is found by an arbitrator or a court of competent jurisdiction to be invalid, the arbitrator or court should nevertheless give effect to the parties' intentions expressed herein. All other provisions of the User Agreement remain in full force and effect.