



Shopnosis BV | Franklin Rooseveltlaan 349/B47, B-9000 Ghent, Belgium | BE0681.826.658

Shopnosis AI Declaration of Confidentiality

Shopnosis AI is a retail marketing optimization service provided by Shopnosis to their customers. For this purpose, Customer uses **Shopnosis SaaS platform** for AI-powered testing and optimization of in-store marketing, according to the terms and conditions defined in SaaS services agreement between Shopnosis and Customer. Some key aspects of the terms and conditions for customer data protection and confidentiality are given here in this declaration of confidentiality.

1. Data Confidentiality

Shopnosis agrees to maintain confidentiality of all Customer Data in Shopnosis AI projects. Customer Data means any data of any type that is submitted to the Shopnosis SaaS platform by Customer or on behalf of Customer, including without limitation: data, images and any other media submitted, uploaded or imported to the Services by Customer or from an external service provider on behalf of the Customer (including from third party platforms).

2. Data Ownership and Data Use

Customer owns all right, title, and interest in and to all Customer's Data, including all intellectual property rights therein. Shopnosis shall not acquire any right, title, or interest in or to Customer's Data, other than the right to use Customer's Data to the extent necessary to provide the Shopnosis AI services to Customer. Subject to the terms defined in this document, Customer hereby grants to Shopnosis a non-exclusive, worldwide, royalty-free right to only internally use, copy, store, transmit, modify, create derivative works of and only internally display the Customer Data solely to the extent necessary to provide services to Customer. Shopnosis shall not use Customer's Data for any other purpose without Customer's prior written consent.

3. Data Storage

For security of Customer Data, Shopnosis uses professional third party cloud storage services with strong data protection, such as Microsoft Azure or Dropbox.

4. Liability and Force Majeure

The Customer acknowledges that any material submitted by and to the Customer over the Internet or via Shopnosis platform cannot be guaranteed to be free from the risk of interception or corruption even if transmitted in encrypted form, and that Shopnosis has no liability for the errors in transmission, loss, corruption or interception of any material, nor unauthorized third-party access or other causes.

Shopnosis will not be entitled to, and neither shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, reprourement costs, loss of data, injury to reputation or loss of customers.

5. Term and termination

If not requested otherwise by the Customer, Shopnosis shall permanently delete all Customer Data immediately after the termination of the service agreement with the Customer.