



# **TERMS AND CONDITIONS SERVICE AGREEMENT BETWEEN DATA STOCKS INC AND DATA SUPPLIER**

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## **EFFECTIVE:**

This Terms and Conditions Services Agreement ("Agreement") are effective upon any of the below:

- 1.) Starting on the date of the account creation with Data Stocks Incorporated ("Data Stocks") by the specific individual ("Data Supplier") that created the account.
- 2.) Starting on the date of Data Stocks' software downloading request by the specific individual that requested the download, and either attempts or becomes a Data Supplier.

## **PURPOSE:**

The Data Supplier is legally contracting with Data Stocks to broker and rent out the Data Supplier's data rights, data production, and/or other data creation activities for the purpose of financial gain, while retaining and improving their privacy. Data Stocks will also gain monetary by extracting a commission from any Data Deal Rentals that the Data Supplier is connected to, which will be charge to the Data Renter.

## **AGREEMENT:**

The Data Supplier and Data Stocks agree to the below covenants.

## **DATA RIGHTS TO DATA PRODUCTION ASSIGNATION: OPT-IN & OPT-OUT**

Upon the activated a data stock (such as Chrome, Netflix, Visa, etc..) that the Data Supplier has the right to direct Data Stocks to either OPT-IN or OPT-OUT from that data stock as dictated by [Federal Communication Commission](#) and [General Data Protection Regulation \(GDPR\)](#). If the Data Supplier OPT-IN, the Data Supplier grants Data Stocks, for that particular data stock, all the data rights, all access to data production, and/or all privileges associated with the data creation activates of the Data Supplier. If the Data Supplier OPT-OUT, the Data Supplier grants Data Stocks all the data rights and all access to stop the Secondary Usage, Secondary Resell, and Secondary Storage, and/or renegotiate better terms and conditions with the business entity associated with the data stock.

## **DATA DEAL RENTAL QUALIFICATION**

Data Stocks used the Data Deal Rentals Agreements ("Data Deal") mechanisms to connect Data Renters and Data Supplies to exchange data and money. In order to determine if the Data Supplier qualifies of any of the Data Deal and compensate the Data Supplier, Data Stocks requires a minimal amount of data to Data Supplier. Thus, the Data Supplier understands and agrees to grants Data Stocks any data rights, access to data production, and/or data privileges in order to allow Data Stocks correctly determine of the Data Supplier qualifies or does not qualify for any Data Deals. The Data Supplier understands and agrees that Data Stocks cannot guarantee any Data Deal qualifications; thus, Data Stocks cannot guarantee



money to the Data Supplier. The Data Renters are renting specific data from a specific target market/s, which may or may not include the Data Supplier. Data Supplier understands and agrees that each Data Deal is 180 days of data, which can be a combination of historical data and/or future data as determined by the Data Renter.

### **MONEY TO DATA SUPPLIER FROM DATA RENTALS**

If the Data Supplier qualifies for any Data Deal Rentals, then the Data Supplier is entitled to money from Data Stocks based in the following criteria:

- 1.) The Data Renter honors the Data Deal Rental Contract pays Data Stocks.
- 2.) The Data Supplier keeps the requested data stocks activated during the duration of the Data Deal Rental.
- 3.) The Data Supplier is NOT subject to Null Rules.
- 4.) The Data Supplier keeps their Data Stock's account active.
- 5.) The Data Supplier has setup a PayPal account (or other secured method validated by Data Stocks) to receive payment.

Money will be distributed based on the time frame of each Data Deal Rental. For example, if Data Supplier qualified for a 6-month Data Deal Rental of \$60.00, then Data Supplier will receive end of the month payments of \$10.00 as long as the criteria above is met.

Data Supplier understands and agrees that if the Data Supplier qualifies for a Data Deal, but, for whatever reason, lacks the historical data required by Data Renter, Data Stocks has to right to disqualify the Data Supplier and/or place the Data Supplier in the Data Deal while subtracting the amount of days of historical data lacking at the Data Renter discretion.

### **MONEY TO DATA SUPPLIER FROM QUALIFIED REFERENCES**

Data Stocks authorizes any Data Supplier to refer and distribute Data Stocks's applications, based on the APPLICATION USAGES & TOOLS Section, to potential Data Suppliers. For such actions, Data Stocks can reward the original Data Supplier with money per every qualified Data Supplier per any active Data Deal, as long as Data Stocks can link the original Data Supplier to the referred qualified Data Suppliers. Data Stocks will determine the payments schedule to the original Data Supplier for such activities, which can likely follow the end of the payment schedules of each respective Data Deal associated per referred qualified Data Suppliers.

### **DATA TREATMENTS AND CLEAN UP**

Data Supplier understands and agrees that Data Stocks has the right to deny any data points, delete, and/or perform treatments within any data stocks and/or data points at any time to any Data Renter in order to safe guard the Data Supplier's privacy, dignity, and confidential information. This data can include the removal, but not limited to social security numbers, phone numbers, credit card information, pornographic material, personal names, etc....

If OPT-OUT, Data Supplier understands that Data Stocks has limited access to external domains that Data Stock's does not control, but that Data Stocks can perform negotiation and use legal mechanisms to make Data Renters and/or Corporations comply with data clean ups and data treatment improvements as



required by privacy regulations IAW [GDPR](#) and [United States's FCC Ruling](#) on [Mobile Records](#) and [ISPs](#).

## **PRIVACY & SECURITY POLICY**

Data Stocks has several mechanisms, technologies, and/or methods to increase the Data Supplier privacy and safety. This can include anonymization methods, encryptions, data storage decentralization, privacy management, data leak hunting, data renting, firewalls, and/or other protocols. For additional information, consult Data Stocks's Privacy Policy at [www.datastocksinc.com/policies](http://www.datastocksinc.com/policies).

The Data Supplier do not feel safe nor comfortable with Data Stocks's products and/or services, then the Data Supplier understands that the Data Supplier can uninstall any tools and applications from Data Stocks and/or talk to a Data Stock's representative to discontinue any services provided by Data Stocks.

## **DATA COLLECTION, EXTRACTIONS, AND STORAGE**

Data Supplier understands and agrees that Data Stocks will be extracting, collecting, performing data treatments, and storing the Data Supplier's data from any source and/or device in a Big Data environment. Data Supplier understands and agrees that Data Stocks must perform those actions in order to determine the Data Supplier's qualifications for Data Deal that include filters, which is how the Data Supplier will earn monetary compensation. After any Data Deal Rental qualification, Data Stocks will only transfer the Data Supplier's treated data to a temporary rental environment where the Data Renters will have accessed based on the policies and terms set by Data Stocks. Data Supplier understands and agrees that Data Stocks will not transfer the Data Supplier's data to any environment that is owned by any Data Renter. In order to enforce this rule, the Data Supplier grants all legal powers of attorney to Data Stocks prevent, stop, and/or remedy any Data Renter that violates or attempts to violate these policies.

In a Consent Data Deal, the Data Supplier, understand that the Corporation or Data Renter may already have the Data Supplier's data and that Data Stocks will help Corporation or Data Renter in confirming, extracting, collecting, performing data treatments, qualifying, and storing the Data Supplier's data, data rights, and from any source and/or device in a Big Data environment via ethical formats within their domains.

## **FIDUCIARY POWERS**

The Data Supplier understand that other entities, whether legal or illegal, desire access to the Data Supplier's data rights, data production, and/or data privileges.

Regardless of OPT-IN or OPT-OUT, the Data Supplier, understand and grants all legal powers of attorney to Data Stocks to deal with any 3<sup>rd</sup> parties that claim, interact, and/or attempt to interact with my data, data rights, data production, and/or data privileges.

The Data Supplier, understand and grants only these powers upon activation of a data set (AKA data stock) on a per data set basis.



The Data Supplier, further agree that Data Stocks cannot represent the Data Supplier if the Data Supplier's account, data, data production, and/or data rights cannot be confirmed, not validated, not activated, upon deactivation, nor upon deletion.

I, the Data Supplier, understand and grants Data Stocks the ability to remove of illegal data cookies, exterminate viruses, eliminate Trojans, cleaning other malicious software, modify applications of the Data Supplier, and/or persecute black hat hackers.

### **NULL RULES & REVOCATION**

The Data Supplier and Data Stocks agree that there are individuals that “game” or attempt con any system. In this case, this includes creating multiple accounts to collect multiple streams of revenue, creating accounts that are not in use, and other methods for fraud. This can also include activating data stocks with minimal usage. Thus, Data Supplier grants the Data Stocks to null any data stock and/or Data Deal Rental, which may or may not include the Data Supplier. In order to reduce the application of the nullification rules and thus increase commerce, Data Stocks can provide the Data Supplier several methods to validate the Data Supplier's identity. If Data Stocks finds a reason to nullify, Data Stocks will nullify. The nullification effect reduces the compensation to 1/10 or lesser. If Data Stocks determines the Data Supplier is repeatable violating the Null Rules, then Data Stocks can void the Agreement with the Data Supplier at any time. The Data Supplier understands and agrees that Data Stocks will not tolerate such behavior and a denial of service and/or revocation can be just and necessary. Data Stocks's Null Rules are business rules within the Data Stock's Admin Panel, which will not be shared with any Data Supplier in order to reduce any “Gaming” and counter-productive behaviors.

### **APPLICATION USAGES & TOOLS**

Whether OPT-IN or OPT-OUT, the Data Supplier agrees to Data Stocks's End-User License Agreements for the software products, which includes computer software, website, mobile software, and associated media and printed materials, and may include online or electronic documentation and transactions. When the Data Supplier installs, downloads, enter, copy, or otherwise using Data Stocks's applications, the Data Supplier agree to be bound by the terms of this agreement.

### **PRODUCT LICENSE**

Data Stocks's LIGHT is a free software that the Data Supplier can freely use to facilitate the renting of the Data Supplier's data; and the Data Supplier distribute LIGHT (using the authorized mechanisms) to other data producers in order to fulfill more Data Deal Rentals.

Data Stocks's PRO is a paid software that the Data Supplier can use upon payment to facilitate the renting of the Data Supplier's data with higher profits; and the Data Supplier can distribute PRO (using the authorized mechanisms) to other data producers in order to fulfill more Data Deal Rentals.

The Data Supplier agrees that Data Stocks's products and electronic interactions are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

By using these product and services, Data Stocks and the Data Supplier, the user, agree to respect and honor all intellectual property laws, treaties, agreements, and/or other ethical best practices.

### **COPYRIGHT**



Data Stocks is the sole developer and creator of Data Stocks's products and services. The Data Supplier, as user of Data Stocks's products and/or services, acknowledge and agree that Data Stocks is a proprietary product of Data Stocks under all and/or any copyright laws and prevailing copyright laws throughout the world. The Data Supplier further acknowledge and agree that all right, title, and interest in and to Data Stocks, including associated intellectual property rights, are and shall remain with Data Stocks, and the Data Supplier agree not to contest Data Stocks 's ownership or the validity of Data Stocks 's rights.

This License Agreement does not convey to the Data Supplier has an interest in or to Data Stocks, but only a limited right to use the work, services and/or other mechanisms, which are revocable in accordance with the terms of this Agreement and the License Agreement.

The Data Supplier assume responsibility for the selection of this program and services to achieve your intended results, and for its installation and subsequent use.

### **SOFTWARE DEFECTS AND ENHACEMENTS REPORTING**

If the Data Supplier finds software defects in Data Stocks's product and/or services, the Data Supplier is welcome to report them to Data Stocks. Data Stocks will evaluate them and, at its sole discretion, may address them in a future revision of Data Stocks's services and/or products. The Data Supplier, the user, must keep in mind that there are differences between defects and enhancements. Defects are features and services that do not work nor produce the intended purpose. Enhancements are features or improvements that have not been yet added and/or perfected. In order to create a more perfect product, the Data Supplier can provide feedback on both. Data Stocks will retain all in rights to the feedback provided and may compensate users and/or feedback producers as Data Stocks deems suitable.

### **UPDATES AND UPGRADES**

The Data Stocks's grades and updates (including, but not limited to: bug fixes, upgrades, hot fixes, enhancements, modifications, new releases) are provided in the sole discretion of Data Stocks.

If Data Stocks does provide the Data Supplier with any updates and upgrades, such updates shall be subject to the terms and conditions of this Agreement (including the License) or such Agreement, if any, which accompanies such updates.

### **RIGHTS OF DATA STOCKS**

The Data Supplier acknowledges and agrees that Data Stocks contains proprietary material of Data Stocks protected under American and International copyright, trademark, and trade secret laws and conventions. All right, title, and interest in Data Stocks are, and shall remain, with Data Stocks.

This Agreement does not convey to the Data Supplier any title or interest in and to Data Stocks only the limited right of use which may be terminated as provided for herein.

### **DISCLAIMER OF WARRANTY**

THESE SOFTWARE, SERVICES, AND THE ACCOMPANYING FILES ARE PROVIDED "AS IS." DATA STOCKS AND ITS REPRESENTATIVES DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THESE SOFTWARE, SERVICES, AND/OR SUCH FILES. DATA STOCKS AND ITS REPRESENTATIVES MAKE NO



WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

The entire risk as to the quality and performance of Data Stocks is with the Data Supplier. Should Data Stocks prove defective, the Data Supplier (and not Data Stocks or any authorized dealers of Data Stocks products and/or services) assume the entire cost of all necessary servicing, repair, and/or correction.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL DATA STOCKS BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, AND/OR OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLAIMS AND/OR ACTIONS, ARISING OUT OF THE USE AND/OR INABILITY TO USE DATA STOCKS. NOR BE LIABLE FOR ANY CLAIMS BY ANY OTHER PARTY ARISING OUT OF THE DATA SUPPLIER'S USE OF DATA STOCKS' PRODUCTS AND SERVICES. DATA STOCKS WILL COMPENSATE AND/OR RECTIFY ANY USER/S OF DATA STOCKS'S SERVICES AND PRODUCTS IN UNIQUE CASES THAT DATA STOCKS DEEM APPROPRIATE TO SUSTAIN JUSTICE, FAIRNESS, AND CHRISTIAN VALUES.

### **INDEMNIFICATION**

The Data Supplier agrees to indemnify, defend, and hold Data Stocks harmless from and against any claims or lawsuits, including costs and attorney's fees, that arise or result from the use of Data Stocks's products and/or services in all courts, both local and international. The Data Supplier agrees to work together in mutual arbitration in order to settle any problem and/or concerns associate whether perceived or actual. In return, Data Stocks will work with the Data Supplier to settle any grievances and compensations in the most appropriate manner based on Data Stocks's discretion.

### **SEVERABILITY**

The Data Supplier agrees that if any term of these Agreements be declared invalid, illegal, void, or not enforceable by 5 out of 7 courts of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining terms shall remain in full force and effect.

### **WAIVER**

Data Stocks can enforce these contractual agreements at any time, any event, and/or lack thereof. The waiver or failure of either party to exercise or enforce in any respect any of its rights provided for in this Agreement or take action against the other party in the event of a breach of this Agreement shall not be deemed a waiver of any further right under this Agreement by such party or the right to subsequent enforcement of its rights or actions in the event of subsequent or the same breaches by the other party.

### **TRADEMARKS**

The Data Supplier acknowledges that the names of companies and products mentioned on the Site or in the Materials are the trademarks of Data Stocks and shall treated as so, whether officially trademarked or not. No claims are made to the exclusive right to use any Official USPTO Trademarks used and/shown, with the exception of those owned by Data Stocks Inc.

### **COMPLETE AGREEMENT**





BY USING DATA STOCKS' SOFTWARE AND SERVICES, THE DATA SUPPLIER ACKNOWLEDGES THAT THE DATA SUPPLIER HAS READ THESE AGREEMENTS, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE DATA SUPPLIER FURTHER AGREE THAT THESE AGREEMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE DATA SUPPLIER AND DATA STOCKS REGARDING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE DATA SUPPLIER AND DATA STOCKS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

### **OPTIONAL SUPPORT SERVICES**

At the Data Supplier option and expense, and under a separate agreement, Data Stocks may provide the Data Supplier with support services related to the Data Supplier's use of Data Stocks's products and/or services. Any supplemental software code provided to the Data Supplier as part of the support services shall be considered part of Data Stocks and subject to the terms and conditions of these Agreements.

### **TERMS OF SERVICE**

Data Stocks will provide the services and/or products as long as the user utilizes Data Stocks's services and/or products. Disruption of services will be common during initial stage of new products, introduction of services, new enhancements, additional features, fixes, recent Operation Software updates (ex. Microsoft's Windows, Apple's iOS, Linux's Ubuntu, etc...), and/or other releases. Data Stocks will do its best to notify the Data Supplier of any disruptions.

### **DATA STOCKS UNINSTALL INSTRUCTIONS**

The Data Supplier acknowledges that the Data Supplier can remove Data Stocks's products from all computer system or device system, using normal protocols. Upon deletion, Data Stocks will remove the Data Supplier's account and any data from the Data Stocks' system with the time frame of the data purging schedules. The Data Supplier acknowledges that such an action will lose all the services, protections, and privileges that Data Stocks provides to the Data Supplier.

### **EXCHANGE RATE:**

Data Stocks and Data Supplier agrees that exchange rates fluctuate depending on economic conditions of each country. The Data Supplier, acknowledges and agree that Data Stocks in not in the currency exchange business nor will Data Stocks be required to perform hedging of currency exchanges.

The Data Supplier, acknowledge that all currencies are pegged to the US dollar and the Data Supplier will bare any gains or losses of currency fluctuations if the Data Supplier demand payment in non-US dollar currencies. The Data Supplier further acknowledges that if the Data Deal payment are done in a non-US currency, then Data Supplier will bare any gains or losses of currency fluctuations if the Data Supplier demands payment in US dollar currencies or not the same currency.

### **GOVERNING LAW**

The Data Supplier and Data Stocks acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of United States of America, or a country of Data Stocks's choosing. Upon selection of United State of America, the State of Texas will be the initial jurisdiction.



**DATA SUPPLIER AS A LEGAL ENTITY**

Data Supplier claims and certifies that the Data Supplier is of legal age to perform contractual agreements and/or legal entity that can perform contractual agreements within my country of nationality and/or citizenry. Data Stocks will honor this Agreement and the legality of the Data Supplier's claims and certification as long such claims and certifications are true.

**INTERPRETATIONS AND DEFINITIONS FAVOR DATA STOCKS**

Data Rentals and Data Brokering are a new and innovative fields, to which this Agreement is subject to. Due to the newest and novelty, Data Stocks and the Data Supplier agree that any definition, interpretations, and/or terms within this Agreement will be determine by Data Stocks and favorable to Data Stocks, a leader in Data Rentals and Data Brokering.

**CONTRACTUAL AGREEMENT:**

Both Data Stocks and the Data Supplier agree to abide by all international, federal, state, and local laws, ordinances and regulations regarding this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above rule written.

**DATA STOCKS INC.**

///SIGNED/// AEP

\_\_\_\_\_  
Authorized Signature

Alejandro E. Perez, CEO of Data Stocks Inc.

\_\_\_\_\_  
Print Name and Title

**DATA SUPPLIER**

///SIGNED IAW "EFFECTIVE" CLAUSE///

\_\_\_\_\_  
Authorized Signature

IAW the Account Information or Download

\_\_\_\_\_  
Print Name and Title