

TERMS AND CONDITIONS

Brandpulse Analytics B.V.
Zwerfkei 3
6581 NH Malden
The Netherlands

1. Definitions

1.1 Capitalized terms shall have the meanings assigned in the Brandpulse Terminology Framework, which is incorporated into and forms an integral part of these Terms.

1.2 In the event of any inconsistency between marketing materials and these Terms, these Terms shall prevail.

2. Nature of Services

2.1 Brandpulse Analytics B.V. provides analytical measurement services designed to detect statistically significant differences or shifts in Behavioral Responsiveness within a Representative Digital Environment.

2.2 The Services constitute analytical measurement tools and shall not be interpreted as advertising effectiveness measurement, sales attribution, econometric modeling, causal inference, or guarantees of commercial outcomes.

3. Methodology Integrity

3.1 Measurement is conducted using Creative Variants for Attention Testing or a Branded Stimulus for ATL Resonance under standardized measurement conditions and defined Measurement Phases where applicable.

3.2 Brandpulse Analytics B.V. ensures methodological consistency and comparability across tested units and phases.

4. Non Causal Boundary

4.1 Brandpulse Analytics B.V. measures Brand Resonance, Brand Resonance Uplift, Stopping Power Rating, Attention Hold Rate, and Qualitative Engagement Rating as defined in the Terminology Framework.

4.2 Observed differences reflect Behavioral Responsiveness within the Representative Digital Environment and do not constitute guarantees of business, financial, market, or campaign outcomes.

5. Client Decision Responsibility

5.1 The Services provide analytical input only.

5.2 Client retains sole responsibility for all strategic, media, creative, commercial, and financial decisions, including decisions made in reliance on the Services.

5.3 The Services do not replace professional judgment.

6. Use of Results

6.1 Results are provided solely for Client's internal strategic decision making purposes.

6.2 Client shall not, without prior written consent from Brandpulse Analytics B.V.:

- a. publicly disclose results,
- b. present results as proof of advertising effectiveness,
- c. use results in regulatory, investor, or securities disclosures,
- d. misrepresent or selectively present results in a misleading manner.

7. Measurement Independence

7.1 Client acknowledges that the Services measure Behavioral Responsiveness within a Representative Digital Environment.

7.2 Results may differ from econometric models, attribution systems, brand lift studies, or other third party methodologies.

7.3 Such differences shall not constitute evidence of defect, inaccuracy, or breach.

8. Client Materials and Offer Compliance

8.1 Client represents and warrants that it owns or has authorization to use all submitted Creative Variants and any materials provided in connection with the Services.

8.2 Client further warrants that any prices, offers, discounts, claims, or commercial representations included in submitted materials are truthful, accurate, lawful, comply with applicable advertising and consumer protection laws, can be honored and fulfilled as presented, and are not misleading or deceptive.

8.3 Client shall indemnify Brandpulse Analytics B.V. against claims arising from submitted materials.

9. Prohibited Content

9.1 Client shall not submit unlawful or prohibited content, including content that infringes intellectual property rights, contains illegal material, contains malware or harmful code, constitutes deceptive advertising, or involves child sexual exploitation or abuse.

9.2 Brandpulse Analytics B.V. may reject content or terminate Services for violations.

10. Proprietary Rights

10.1 All methodologies, analytical frameworks, statistical models, exclusion criteria, weighting approaches, indices, scoring systems, thresholds, optimization processes, analytical configurations, and related know how are proprietary trade secrets of Brandpulse Analytics B.V.

10.2 No ownership rights are transferred to Client.

11. Restrictions and No Audit Rights

11.1 Client shall not reverse engineer, decompile, disassemble, replicate, benchmark, copy, derive, or otherwise attempt to discover underlying methodologies, algorithms, models, parameters, configurations, or statistical processes.

11.2 Client shall not use the Services to develop competing products or services.

11.3 Client shall have no audit rights, inspection rights, or access rights to underlying methodologies, systems, models, or configurations beyond delivered outputs.

12. Privacy

12.1 Brandpulse Analytics B.V. processes only aggregated and anonymized interaction data.

12.2 Brandpulse Analytics B.V. does not process personal identifiable information for measurement purposes.

13. Fees and Payment

13.1 Attention Testing Services are invoiced in advance unless otherwise agreed in writing.

13.2 ATL Resonance Services are invoiced after completion unless otherwise agreed in writing.

13.3 Completed Services are non refundable.

14. Force Majeure

14.1 Brandpulse Analytics B.V. shall not be liable for failure or delay resulting from events beyond reasonable control, including infrastructure failures, cyber incidents, regulatory actions, labor disputes, or third party service disruptions.

15. Limitation of Liability

15.1 The total aggregate liability of Brandpulse Analytics B.V. arising out of or relating to the Services shall not exceed the fees paid by Client for the specific Service giving rise to the claim.

15.2 Brandpulse Analytics B.V. shall not be liable for indirect, consequential, incidental, or special damages, including loss of profits, loss of revenue, loss of business opportunity, reputational harm, or reliance based losses.

16. Exclusive Remedy

16.1 The remedies expressly set forth in these Terms constitute Client's sole and exclusive remedies for any claims arising out of or relating to the Services.

16.2 Client waives any right to seek additional remedies beyond those expressly provided herein.

17. Indemnification

Client shall indemnify and hold harmless Brandpulse Analytics B.V. against claims arising from submitted materials, misuse of results, unlawful advertising claims, or Client misconduct.

18. Amendments

Brandpulse Analytics B.V. may update these Terms with notice. Continued use constitutes acceptance.

19. Entire Agreement

These Terms together with the Terminology Framework constitute the entire agreement between the parties.

20. Severability

If any provision is held invalid or unenforceable, remaining provisions remain in effect.

21. Governing Law

These Terms are governed by the laws of The Netherlands.

22. Jurisdiction

All disputes shall be submitted exclusively to the competent court of Amsterdam, The Netherlands.

Brandpulse - Terminology Framework

Core Positioning

Brandpulse detects statistically significant shifts in behavioral responsiveness within a representative digital environment designed to mirror real-world attention conditions.

1. Representative Digital Environment

A controlled digital setting designed to mirror real-world attention conditions, including competing stimuli and content density, without replicating any specific media channel, platform, or campaign exposure.

2. Creative Variant (Attention Testing)

A distinct creative execution submitted for comparative measurement under identical testing conditions.

3. Branded Stimulus (ATL Resonance)

A standardized branded digital reference unit presented under identical placement and exposure conditions across defined measurement phases to detect statistically significant changes in behavioral responsiveness.

4. Behavioral Responsiveness

Observable interaction behavior in response to a creative variant or branded stimulus within a representative digital environment.

5. Baseline Index (Index 100) (ATL Resonance)

The pre-campaign measurement phase in which behavioral responsiveness to the branded stimulus is recorded under defined exposure conditions to establish a reference index level.

6. Brand Resonance (ATL Resonance)

A statistically detectable change in behavioral responsiveness to the branded stimulus measured across defined campaign phases relative to the established baseline index.

7. Brand Resonance Uplift (ATL Resonance)

The indexed percentage difference in behavioral responsiveness to the branded stimulus measured between baseline and subsequent campaign phases within the same representative digital environment.

8. Stopping Power Rating (SPR) (Attention Testing)

A relative responsiveness index comparing behavioral interaction rates between creative variants under identical testing conditions.

9. Attention Hold Rate (AHR) (Video or interactive formats)

A duration-based engagement metric reflecting the measured depth of content consumption within the representative digital environment.

10. Qualitative Engagement Rating (QER) (Video or interactive formats)

A composite interaction index reflecting voluntary secondary engagement behaviors associated with a creative variant within the representative digital environment.

11. Measurement Phases (ATL Resonance)

Baseline Phase (Pre)

Campaign Phase (Flight)

Post Phase (Post-Campaign)

12. Statistical Confidence Level

The modeled probability that repeated measurement under comparable conditions would produce materially similar directional results.

13. Non-Causal Measurement Principle

Brandpulse measures statistically significant differences or shifts in behavioral responsiveness and does not establish causation between exposure conditions and business outcomes.