

1 KALPANA SRINIVASAN (237460)
 ksrinivasan@susmangodfrey.com
 2 OLEG ELKHUNOVICH (269238)
 oeklhunovich@susmangodfrey.com
 3 MICHAEL GERVAIS (330731)
 mgervais@susmangodfrey.com
 4 LEAR JIANG (338600)
 ljiang@susmangodfrey.com
 5 SUSMAN GODFREY L.L.P.
 1900 Avenue of the Stars, Suite 1400
 6 Los Angeles, California 90067-6029
 Telephone: (310) 789-3100
 7 Facsimile: (310) 789-3150

8 CHANLER LANGHAM (*Pro Hac Vice to be submitted*)
 clangham@susmangodfrey.com
 9 SUSMAN GODFREY L.L.P.
 1000 Louisiana, Suite 5100
 10 Houston, Texas 77002-5096
 Telephone: (713) 651-9366
 11 Facsimile: (713) 654-6666

12 Attorneys for Plaintiff

13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**
 15 **OAKLAND/SAN FRANCISCO DIVISION**

16 META PLATFORMS, INC., a Delaware
17 corporation;

18 Plaintiff,

19 v.

20 Social Data Trading Ltd., d/b/a "SOCIAL
 DATA," "SOCIALDATA.HK," and
 21 "IQDATA.SOCIAL"

22 Defendant.

Case No. 21-9807

COMPLAINT

DEMAND FOR JURY TRIAL

23
 24
 25 Plaintiff Meta Platforms, Inc. ("Meta"), formerly known as Facebook, Inc., alleges the
 26 following:
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INTRODUCTION

1
2 1. Beginning no later than September 2020 and continuing to at least September 2021,
3 Defendant Social Data Trading Ltd. operated an unlawful service designed to improperly collect or
4 “scrape” account profiles from various websites, including Instagram, YouTube, and TikTok.
5 Defendant claimed to have collected account profiles for more than 91 million Instagram users, 5.5
6 million TikTok users, and 3.9 million YouTube users. As to Instagram, Defendant used automated
7 Instagram accounts and a network of computers or “bots,” which pretended to be mobile Android
8 devices connected to the official Instagram app, to scrape publicly viewable profiles of Instagram
9 users, including the username, profile photo, number of followers, posts, and likes, and information
10 about their followers, including gender, language, and location. Defendant sold data scraped from
11 Instagram, YouTube, and TikTok as “demographics” and “insights” about “influencers and their
12 audiences.” Exhibit A.

13 2. Beginning no later than May 20, 2021, Plaintiff notified Defendant of its violations,
14 disabled its accounts, and revoked Defendant’s access to its service. Defendant then began using
15 a new business name to access and scrape profiles of Instagram users. Plaintiff brings this action
16 to stop Defendant’s violations of Instagram's Terms of Use and the California Comprehensive
17 Computer Data Access and Fraud Act, California Penal Code § 502. Plaintiff also brings this action
18 for damages and disgorgement for breach of contract and unjust enrichment.

PARTIES

19
20 3. Plaintiff Meta is a Delaware corporation with its principal place of business in
21 Menlo Park, San Mateo County, California.

22 4. Defendant Social Data Trading Ltd. is a limited liability company registered in Hong
23 Kong, China. Exhibit B. According to its website socialdata.hk, which Defendant used between
24 September 2020 and May 20, 2021, Defendant sold “in-depth insights into the demographics and
25 psychographics of influencers and their audiences” derived from social media platforms, including
26 Instagram, YouTube, and TikTok. Exhibits A, C. On April 15, 2021, as part of its enforcement
27 efforts, Meta blocked internet traffic from Instagram and Facebook to the socialdata.hk website.
28

1 Approximately a month later, on May 17, 2021, Defendant anonymously registered the replacement
2 website IQdata.social and used it to sell account profiles scraped from Instagram.

3 5. According to corporate records, Alexei Poliakov and Adhar Singh are the principals
4 of Defendant, manage its business and operations, and reside in Russia.

5 6. According to his LinkedIn profile, Poliakov was previously employed by at least
6 one other company (“Deep.Social”) that Meta previously enforced against for scraping Instagram
7 in 2018. Deep.Social purportedly ceased operations in August of 2018 and by August 2019,
8 Defendant was registered as “Social Data Trading Ltd.” in Hong Kong, China. Also in 2019 and
9 2020, Poliakov retained nominee directors for Social Data Trading Ltd., namely, Carol Joubert
10 (from August 20, 2019 to March 20, 2020), and Mariska Supra (March 20, 2020 to the present) (the
11 “Nominee Directors”) to act at his direction. Exhibits D, E, F. The Nominee Directors retained for
12 Defendant in 2019 and 2020 were directors of Social Data Trading Ltd. in name only and were not
13 involved in the company’s day to day activities.

14 7. According to his LinkedIn profile, Singh was also previously employed at
15 Deep.Social until 2019.

16 8. On information and belief, Poliakov and Singh were also associated with a third
17 company (“Social Data Ltd.”) that Meta has also previously enforced against for scraping Facebook
18 and Instagram. Social Data Ltd. purportedly ceased operations in 2020.

19 **JURISDICTION AND VENUE**

20 9. The Court has jurisdiction under 28 U.S.C. § 1332 over all causes of action alleged
21 in this complaint because complete diversity exists and the amount in controversy exceeds \$75,000.

22 10. The Court has personal jurisdiction over Defendant because Defendant created and
23 used multiple Instagram accounts thereby agreeing to Instagram’s Terms of Use, and submitting to
24 the personal jurisdiction of this Court for litigating this matter.

25 11. In addition, the Court has personal jurisdiction because Defendant purposefully
26 directed its conduct at California and at Plaintiff, which has its principal place of business in
27 California. Defendant’s business depends on accessing and scraping Instagram. Since at least
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1 September 2020, Defendant has transacted business and engaged in commerce in California by,
2 among other things, purposefully scraping the Instagram accounts of approximately 250,000
3 California users. Plaintiff's claims arise directly from all of these California contacts.

4 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) as the
5 threatened and actual harm to the Plaintiff occurred in this district.

6 13. Pursuant to Civil L.R. 3-2(c), this case may be assigned to either the San Francisco
7 or Oakland division because Meta is located in San Mateo County.

8 **FACTUAL ALLEGATIONS**

9 **A. Background on Meta and the Facebook and Instagram Platforms**

10 14. Meta operates Facebook, a social networking website and mobile application that
11 enables its users to create their own personal profiles and connect with each other on their personal
12 computers and mobile devices.

13 15. Meta also operates Instagram, a photo and video sharing service, website and mobile
14 application, and social network. Instagram users can post photos and videos to their profile. They
15 can also view, comment on, and like posts shared by others on Instagram. The Instagram service
16 is a Meta product.

17 16. When an Instagram user posts a photo, other Instagram users can view the photo
18 and choose to "like" or "comment" on it. Depending on the users' privacy settings, only approved
19 followers of an account may see certain users' posts or the users' posts may be viewable by all
20 Instagram users. Users can change their privacy settings at any time.

21 17. Instagram users can tag their photos with hashtags—words or phrases preceded by
22 a number or hash sign (#)—that indicate that the post is about a specific topic. Other users can then
23 search for hashtags to find content related to various topics.

24 18. Instagram users can gain followers, views, and likes, but only from other registered
25 Instagram users. To create and use an Instagram account, users must enter a valid email address or
26 phone number, which requires a confirmation code, and must register a unique username and
27 password.

1 19. Instagram can be viewed using the Instagram mobile application (“Official IG
2 App”) or at the website www.instagram.com. The Official IG App is a mobile application designed
3 by Meta that users can download onto their mobile device. Communications made by authenticated
4 Instagram users, using the Official IG App, are sent to Meta computers, which then return
5 information to allow a user to experience the Instagram service on the Official IG App.

6 **B. Instagram’s Terms of Use**

7 20. Everyone who creates and uses an Instagram account agrees to Instagram’s Terms
8 of Use (“Instagram’s Terms”) (available at <https://help.instagram.com/581066165581870>) and
9 other policies that govern access to and use of Instagram. Because Instagram is a Facebook (now
10 Meta) product, the Instagram Terms of Use constitute an agreement between Instagram users and
11 Meta. *Id.*; *see also* “Facebook Products,” available at
12 <https://www.facebook.com/help/1561485474074139?ref=igtos>.

13 21. Since at least April 2018, Instagram’s Terms prohibit users from (a) “do[ing]
14 anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose;” (b)
15 “creating accounts or collecting information in an automated way;” (c) using Instagram if Meta
16 “previously disabled your account for violation of law or any of [Instagram’s] policies;” and (d)
17 “help[ing] or encourag[ing] others to violate” Instagram’s Terms and policies.

18 **C. Defendant Agreed to Instagram’s Terms**

19 22. At all times relevant to this case, Defendant was bound by Instagram’s Terms.

20 23. Defendant’s principal Adhar Singh created and used several Instagram accounts,
21 including on December 14, 2012; March 26, 2017; November 3, 2018; January 30, 2019; March
22 30, 2019; and May 15, 2021. Defendant’s principal Alexei Poliakov also created and used several
23 Instagram accounts, including on September 5, 2013; October 14, 2016; July 11, 2017; January 12,
24 2018; April 24, 2018; and January 18, 2019. In addition, between September 2020 and at least
25 September 2021, Defendant used thousands of automated Instagram accounts to scrape data from
26 Instagram.

1 **D. Background on Scraping**

2 24. Scraping is a form of data collection that relies on unauthorized automation for the
3 purpose of extracting data from a website or app. Defendant’s own Terms of Service define
4 scraping as: “obtaining information contained on websites through automated means. Same
5 information may be obtained manually, but through automation, the speed and amount of obtained
6 data is incomparably bigger.” Exhibit G.

7 25. Meta employs a number of measures to detect and disrupt certain types of abuse of
8 the Instagram service. For example, Meta monitors for the creation of automated accounts
9 purporting to be individual users. Additionally, Meta monitors for and disables accounts engaged
10 in unauthorized automated collection of data.

11 **E. Defendant’s Scraping Operation**

12 26. From at least September 2020 until no later than May 25, 2021, Defendant used the
13 website socialdata.hk to “offer a web scraping service.” Exhibit G. Defendant offered its customers
14 information scraped from Instagram users’ profiles, such as verified badge status, follower count,
15 post count, number of likes, and number of comments, as well as information about certain users’
16 followers. Exhibits A, H.

17 27. In order to scrape Instagram, Defendant used automation software (the “Scraping
18 Software”) and thousands of automated Instagram accounts to improperly collect and aggregate
19 data. Defendant scraped data from restricted Meta computers that are only accessible to authorized
20 and logged in Instagram users. Defendant programmed the Scraping Software to mimic authorized
21 users of the Official IG App. In fact, Defendant was not an authorized user and instead a network
22 of computers operating virtual mobile devices for the purpose of making unauthorized automated
23 requests for user data from Meta computers. The Scraping Software was not able to circumvent
24 users’ privacy settings and unable to scrape data that was not otherwise viewable to a user’s
25 followers.

26 28. Between September 2020 and at least September 2021, Defendant used thousands
27 of automated Instagram accounts to scrape data from Meta computers. In many instances, Meta
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1 detected and disabled the accounts. Specifically, between September 2020 and September 2021,
2 Meta disabled thousands of automated Instagram accounts associated with Defendant.

3 29. Defendant's Scraping Software scraped information about Instagram users,
4 including the user's Instagram username, number of followers, posts, comments, and whether or
5 not the account was confirmed to belong to a public figure, celebrity or brand, and was programmed
6 to transmit it to Defendant's servers.

7 30. Since at least September 2020, Defendant has used websites socialdata.hk or
8 IQdata.social to sell various types of data scraped from Instagram, YouTube, and TikTok, including
9 a product called "Audience Data." This was compiled data scraped from the followers of Instagram
10 users with large followings ("Influencers"). Defendant advertised that they had scraped data from
11 76M Instagram influencers' followers, including their gender, ethnicity, language, country and city
12 locations, interests, and brand affinities. Exhibits A, I.

13 31. For example, customers who purchased Defendant's "Audience Data" product
14 entered the username of an Instagram user about whom they sought data into the search bar of
15 socialdata.hk. Exhibit I. Defendant then generated a report with information scraped from that
16 account, including, for example, the user's Instagram username, number of followers, number of
17 posts, number of comments, and the verified status of the account, which shows whether Instagram
18 has confirmed that an account is the authentic presence of the individual or brand it represents.
19 *E.g.*, Exhibit J. In addition, Defendant's report included information about the user's followers,
20 including, for example, the followers' age, gender, and location. *Id.*

21 **F. Meta's Past Enforcement Actions against Defendant**

22 32. Since September 2020, Meta has taken multiple enforcement actions against
23 Defendant for violating Instagram's Terms and disabled thousands of automated Instagram
24 accounts associated with Defendant.

25 33. On or about April 15, 2021, after Meta detected scraping activity associated with
26 Defendant's domain socialdata.hk, Meta blocked the domain socialdata.hk from the Facebook and
27 Instagram platforms. On or about May 17, 2021, Defendant used a proxy service to anonymously
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1 register the domain IQdata.social and began using the website IQdata.social to sell data scraped
2 from Instagram. Exhibits K, L. Approximately one week later, Defendant stopped using the
3 website socialdata.hk.

4 34. On or about May 20, 2021, Meta sent Defendant a cease and desist letter, notifying
5 Defendant of its violations of Instagram’s Terms, demanding that Defendant stop these violations,
6 and revoking its access to Instagram. Meta also requested Defendant delete all data scraped from
7 Facebook and Instagram. Exhibit M.

8 35. On or about May 22, 2021, Singh responded on behalf of Defendant, acknowledged
9 scraping data from Instagram “with the use of technology,” and stated it was a “fundamental right.”
10 Exhibit N. Despite Meta’s technical enforcement and cease and desist letter, as of September 13,
11 2021, Defendant continues to scrape Instagram user profiles.

12 **G. Defendant Unjustly Enriched Itself and Harmed Meta**

13 36. Defendant’s violations of Instagram’s Terms harmed Meta. Defendant interfered
14 and continues to interfere with Meta’s products, including Instagram.

15 37. Defendant’s unauthorized use of Meta’s computers, computer system, and computer
16 network has damaged Meta, including but not limited to the time and money spent investigating
17 and mitigating Defendant’s unlawful conduct, in an amount to be determined at trial, and in excess
18 of \$75,000.

19 38. Since at least September 2020, Defendant has unjustly enriched itself at Meta’s
20 expense in an amount to be determined at trial. Meta is entitled to an accounting by Defendant and
21 a disgorgement of all unlawful profits gained from its conduct.

22 **FIRST CAUSE OF ACTION**

23 (Breach of Contract)

24 39. Meta realleges and incorporates all preceding paragraphs here.

25 40. In order to create an account, an Instagram user must agree to abide by Instagram’s
26 Terms.

1 to (a) devise or execute any scheme or artifice to defraud and deceive, and (b) to wrongfully obtain
2 money, property, or data, in violation of California Penal Code § 502(c)(1).

3 49. Beginning no later than June 2021, Defendant, without permission, knowingly
4 accessed and took, copied, and made use of data from Meta’s computers, computer system, and
5 computer network in violation of California Penal Code § 502(c)(2).

6 50. Beginning no later than June 2021, Defendant knowingly and without permission
7 used or caused to be used Meta’s computer services in violation of California Penal Code
8 § 502(c)(3).

9 51. Since June 2021, Defendant knowingly and without permission accessed and caused
10 to be accessed Meta’s computers, computer systems, and/or computer networks in violation of
11 California Penal Code § 502(c)(7). Defendant accessed Meta’s computer network after Meta
12 disabled its Instagram accounts, blocked its domain, and sent correspondence to Defendant
13 revoking its access.

14 52. Because Meta suffered damages and losses as a result of Defendant’s actions and
15 continues to suffer damages and losses as a result of Defendant’s actions, Meta is entitled to
16 compensatory damages in an amount to be determined at trial, attorney fees, any other amount of
17 damages proven at trial, and injunctive relief under California Penal Code § 502(e)(1) and (2).

18 53. Because Defendant willfully violated California Penal Code § 502, and there is clear
19 and convincing evidence that Defendant committed “fraud” as defined by section 3294 of the Civil
20 Code, Meta is entitled to punitive and exemplary damages under California Penal Code § 502(e)(4).

21 **THIRD CAUSE OF ACTION**

22 (Unjust Enrichment)

23 54. Plaintiff realleges and incorporates all preceding paragraphs here.

24 55. Defendant’s acts as alleged herein constitute unjust enrichment of Defendant at
25 Meta’s expense.

26 56. Defendant accessed and used, without authorization or permission, Meta’s
27 computers, computer system, and computer network, all of which belong to Meta.

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- c. Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of Meta’s platforms, including Facebook and Instagram, and Meta’s computer systems;
- d. Engaging in any activity, or facilitating others to do the same, that violates Instagram’s Terms of Use and related policies;
- e. Restraining Defendant from selling or distributing data of any kind obtained or purportedly obtained from Meta or its products, including Facebook and Instagram.

- 3. That Plaintiff be awarded damages in such amounts to be proven at trial.
- 4. That Plaintiff be awarded pre- and post-judgment interest as allowed by law.
- 5. That the Court grant all such other and further relief as the Court may deem just and

proper.

Dated: December 20, 2021

KALPANA SRINIVASAN
 CHANLER LANGHAM
 OLEG ELKHUNOVICH
 MICHAEL GERVAIS
 LEAR JIANG
 SUSMAN GODFREY L.L.P.

By: /s/ Kalpana Srinivasan
 Kalpana Srinivasan

Attorneys for Plaintiff
 META PLATFORMS, INC.

Jessica Romero
 Stacy Chen
 Bridget Anne Freeman
 Olivia Gonzalez
 PLATFORM ENFORCEMENT AND
 LITIGATION

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues triable to a jury.

Dated: December 20, 2021

KALPANA SRINIVASAN
CHANLER LANGHAM
OLEG ELKHUNOVICH
MICHAEL GERVAIS
LEAR JIANG
SUSMAN GODFREY L.L.P.

By: /s/ Kalpana Srinivasan
Kalpana Srinivasan
Attorneys for Plaintiff
META PLATFORMS, INC.

Jessica Romero
Stacy Chen
Bridget Anne Freeman
Olivia Gonzalez
PLATFORM ENFORCEMENT AND
LITIGATION

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EXHIBIT A

Support > General > What products do you offer?

Contact Us

What products do you offer?

Social Data is an AI-driven analytics platform that offers in-depth insights into the demographics and psychographics of influencers and their audiences on **Instagram, YouTube and TikTok.**

We are pleased to offer the following products:

- 1) **Audience Data** - offers demographics, psychographics and performance insights into the accounts 76,970,634 Instagram, 5.5 million TikTok and 3.9 million YouTube influencers: <https://socialdata.hk/audience-data>
- 2) **Influencer Identification** - helps you find the most relevant talent for your campaign based on the parameters of both influencers and their audiences; there are 91,750,335 Instagram, 5.5 million TikTok and 3.9 million YouTube influencers to choose from: <https://socialdata.hk/search?platform=instagram&sort=engagements>
- 3) **Post Analytics** - allows you to generate reports on a post level to analyse your own or your competitors' campaigns: <https://socialdata.hk/post-analytics>
- 4) **Sponsored Posts** - help you identify sponsored posts on Instagram based on the #hashtags or @mentions they contain or their sponsor; you can find all the sponsored posts for any given location over any time period: https://socialdata.hk/sponsored-posts?created_at=03.20.2020,03.27.2020&likes=1000,null.

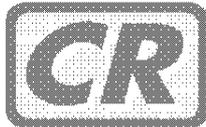
Browse by Topic

- General
- Audience Data
- Post Analytics
- Sponsored Posts Tool
- Pricing/Payment

Still need help?

Contact Us

EXHIBIT B



編號 2868591

No.

公司註冊處
COMPANIES REGISTRY

公司註冊證明書
CERTIFICATE OF INCORPORATION

本人謹此證明
I hereby certify that

Social Data Trading Limited

於本日根據香港法例第622章《公司條例》
is this day incorporated in Hong Kong under the Companies Ordinance
在香港成立為法團，此公司是一間
(Chapter 622 of the Laws of Hong Kong), and that this company is
有限公司。
a limited company.

本證明書於二〇一九年八月三十日發出。

Issued on 30 August 2019.

香港特別行政區公司註冊處處長鍾麗玲

Ms Ada L L CHUNG

Registrar of Companies
Hong Kong Special Administrative Region

註 Note :

公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

EXHIBIT C

RISKIQ socialdata.hk

First Seen 2018-08-28 Last Seen 2021-05-20 Registrar Hong Kong Domain Name Registration Company English Name...

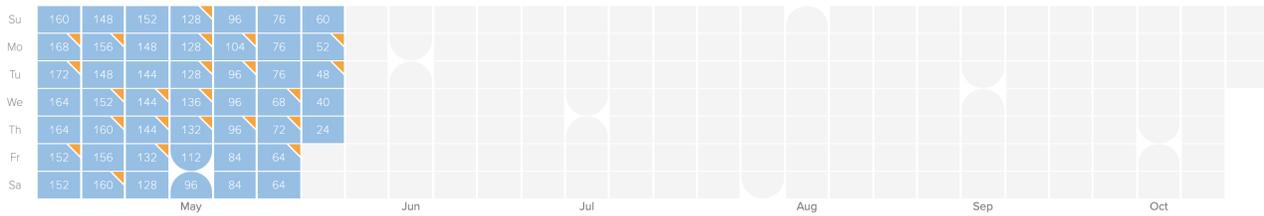
0 domains share nameserver Crawled By RiskIQ 5 months ago Not an International Domain

Query Results

ANALYST INSIGHTS

- Not Blocklisted
- Resolving IPs Not Blocklisted
- Registered 3 years ago
- Updated a second ago
- 100 IPs for subdomains
- New subdomain 5 months ago
- Not Registered
- Resolves to IP
- Not Alexa 100K
- 6912 domains share whois record
- 0 domains share nameserver
- Crawled By RiskIQ 5 months ago
- Not an International Domain

HEATMAP



DATA

941 Resolutions 5 Whois 109 Certificates 14 Subdomains 2 Trackers 25 Components 6 Host Pairs 0 OSINT 0 Hashes 23 DNS 0 Projects 5 Cookies

Records (5) Emails (1) Registrars (1) Name Servers (4) Phone Numbers (0) Organization (0)

Whois Records

SCAN HISTORY

Scan Date	Changes
2021-08-16	
2021-05-18	
2020-09-03	
2019-09-28	
2018-08-28	

Record Updated : Last Scanned 2018-08-28
Checked by RiskIQ | Expired 2 years ago | Created 3 years ago | [Hide Diff](#) | [Hide Raw Record](#)

Attribute	Value
WHOIS Server	whois.hkdnr.net.hk
Registrar	Hong Kong Domain Name Registration Company Limited
Domain Status	Active
Email	[REDACTED] (registrant)
Name	Company English Name (It should be the same as the registered/corporation name on your Business Register Certificate or relevant documents): ZAVARUS LTD (registrant) Given name: (admin, tech)
Organization	-
Street	-
City	-
State	-
Postal Code	-
Country	-
Phone	-
NameServers	ns4.monikerdns.net ns3.monikerdns.net ns1.monikerdns.net ns2.monikerdns.net

Whois server by HKIRC

.hk top level Domain names can be registered via HKIRC-Accredited Registrars. Go to <https://www.hkirc.hk/content.jsp?id=280> for details.

Domain Name: SOCIALDATA.HK

Domain Status: Active

DNSSEC: unsigned

Contract Version: HKDNR latest version

Active variants

Inactive variants

Registrar Name: Hong Kong Domain Name Registration Company Limited

Registrar Contact Information: Email: enquiry@hkdnr.hk Hotline: +852 2319 1313

Reseller:

Registrant Contact Information:

Company English Name (It should be the same as the registered/corporation name on your Business Register Certificate or relevant documents): ZAVARUS LTD
Company Chinese name:
Address:
Country: Cyprus (CY)
Email: Redacted for Privacy Purposes
Domain Name Commencement Date: 28-08-2018
Expiry Date: 28-08-2019
Re-registration Status: Complete

EXHIBIT D

INDEMNITY AGREEMENT

BETWEEN

I, **Mariska Supra, Passport No.A09014925** (Copy attached hereto), residing at 18 Anaboom Crescent, Melodie, Hartbeespoort, South Africa(Proof of Address attached hereto) (Hereinafter referred to as "**the Acting Director**")

And

Aleksei Poliakov, Russian Passport No. 75 9435669 (Copy attached hereto), residing at Apt. 104, H. 25, Borovskoe highway, Moscow, Russia (Proof of Address attached hereto) (Hereinafter referred to as "**the Beneficial Owner**")

The Beneficial Owner has appointed the Acting Director to act as Director only of **Social Data Trading Limited** (Hereinafter referred to as "**the Company**") having its registered office at 7F, MW Tower, 111 Bonham Strand, Sheung Wan, Hong Kong. The Acting Director, in this capacity will perform all corporate acts and actions as may be authorised by the Beneficial Owner from time to time. It is agreed herewith that the Acting Director will act as Director of the Company as specifically instructed by the Beneficial Owner and not on his own account.

The Beneficial Owner of the Company hereby indemnifies the Acting Director(on a full indemnity basis) against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) that the company may incur.

The Beneficial Owner hereby declares and confirms that the Company will not be engaged in any of the following activities: money laundering, receiving the proceeds of drug trafficking, receiving the proceeds of criminal activities, terrorist activities, any other illegal activity and will not use the Company in any manner whatsoever that may damage the good reputation of the Company and/or representatives (Acting Director).

The Acting Director will only act upon written instructions received from the Beneficial Owner or by the Client when properly authorised by the Beneficial Owner.

This Agreement shall continue in force for an unlimited period of time.

Signed on this 20th day of March 2021.



Mariska Supra
The Acting Director



Name: Aleksei Poliakov
The Beneficial Owner



Witness to the signature of the Acting Director
Name: Helen Taljaard

EXHIBIT E

AGREEMENT FOR THE PROVISION OF DIRECTOR SERVICES

This agreement is made between Mrs. Mariska Supra, date of birth – 04 NOV 1992, hereinafter referred to as the “Director” and Mr. Aleksei Poliakov, date of birth 22 DEC 1979, the Beneficial Owner of Social Data Trading Limited, hereinafter referred to as the “Beneficiary”.

The aforesaid is the Beneficiary of the existing Business Company Social Data Trading Limited, a company incorporated in Hong Kong, certificate of incorporation No. 2868591, registered at 7F, MW Tower, 111 Bonham Strand, Sheung Wan, Hong Kong, (hereinafter referred to as the “Company”).

- 1) The Beneficiary has appointed the Director to act as Director of the Company and in this capacity perform all corporate acts and actions as may be authorised by the Beneficiary from time to time. It is agreed herewith that the Director will act as Director of the Company as specifically instructed by the Beneficiaries and not on his own account. The Beneficiary undertakes to make prompt payment when due of all fees and expenses payable to Director in respect of such services which will be agreed from year to year.
- 2) The Beneficiary hereby declares and confirms that the Company will not be engaged in any of the following activities: money laundering, receiving the proceeds of drug trafficking, receiving the proceeds of criminal activities, terrorist activities, any other illegal activity, and will not use the Company in any manner whatsoever that may damage the good reputation of the Company and/or representatives (Director).
- 3) It is further agreed herewith that the Director has no direct or beneficial interest in the Company.
- 4) The Director will only act as requested or notified by the Beneficiary solely upon written instructions which should be given in conformity with the laws of the United Kingdom or any other countries in which the Company is conducting business activities or any other place having jurisdiction over the Company or where such directions are to be carried out or which would arise any liability of Company. Written instructions may be given by Beneficiary or any other persons properly authorized by the Beneficiary to Director by resolution with the signature of the Beneficiary and Director may act on that on behalf of the Beneficiary which undertakes to ratify all steps taken by Director in execution of their instructions. The Director of the Company is authorized to act on the signatories of the beneficiaries without proof of the signatures of the beneficiaries and the director shall be discharged from liabilities to the beneficiaries and the company when acting accordingly.
The Beneficiary undertakes the responsibility to give any information which will be asked by the Director. The Beneficiary may transfer signed written resolutions to the Director via (please choose the desired option and specify details):
 - a) Courier _____
 - b) Fax _____
 - c) Email (scanned copy) _____
- 5) The Beneficiary hereby declares and confirms that the obligations contained in the present Agreement shall be binding on respective executors, administrators and successors in title.
- 6) This Agreement may be rescinded at any time by the Beneficiary and in this case the Director shall within five days perform all necessary actions and sign all necessary documents in order to:
 - a) appoint the person specified by the Beneficiary as the new Director of the Company;
 - b) resign as the Director of the Company.

- 7) This Agreement may be rescinded by the Director in the event the Company fails to comply with Clause 2 above without reasonable excuse the Director may take the necessary actions to resign from their posts.

This Agreement shall be governed, construed and exercised in accordance with the laws of the United Kingdom.

Signed and Agreed by the Beneficiary:


_____ Date 20th day of March 2020
Mr. Aleksei Poliakov

Signed and Agreed by the Director:


_____ Date 20th day of March 2020
Mrs. Mariska Supra

EXHIBIT F

公司註冊處
Companies Registry法團成立表格
(股份有限公司)
Incorporation Form
(Company Limited by Shares)公司編號 CR No.
2868591表格
Form

NNC1

註 Note

8 1 建議採用的公司名稱 Proposed Company Name

建議採用的公司英文名稱 Proposed English Company Name

Social Data Trading Limited

建議採用的公司中文名稱 Proposed Chinese Company Name

9 2 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box



私人 Private



公眾 Public

10 3 公司在香港的註冊辦事處的建議地址

Proposed Address of the Company's Registered Office in Hong Kong

Unit 1503, 15/F,

No. 69 Jervois Street,

Sheung Wan,

香港 / Hong Kong

(本處不接納「轉交」地址或郵政信箱號碼 'Care of' addresses or post office box numbers are not acceptable)

11 4 電郵地址 Email Address

info@westuniongroup.hk

4 提交人資料 Presentor's Reference

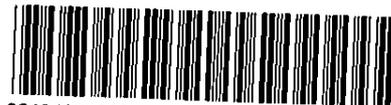
姓名 Name: WEST UNION GLOBAL LIMITED
地址 Address: Unit 1503, 15/F, No.69 Jervois Street,
Sheung Wan, Hong Kong

電話 Tel: 2891 0030 傳真 Fax: 2891 0095

電郵 Email: info@westuniongroup.hk

檔號 Reference:

請勿填寫本欄 For Official Use

23101690222
NNC1
26/08/2019

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表格
Form **NNC1**

12 5 公司組成時的股本及最初的股份持有情況
Share Capital and Initial Shareholdings on the Company's Formation

股份的類別 (如普通股/優先股等) Class of Shares (e.g. Ordinary/ Preference etc.)	建議發行的 股份總數 Total Number of Shares Proposed to be Issued	貨幣 Currency	創辦成員認購的 股本總額 Total Amount of Share Capital to be Subscribed by Founder Members (a)	建議發行的股份的 將要繳付或視為 已繳付的總款額 Total Amount to be Paid Up or to be Regarded as Paid Up on the Shares Proposed to be Issued (b)	建議發行的股份的 尚未繳付或視為 尚未繳付的總款額 Total Amount to Remain Unpaid or to be Regarded as Unpaid on the Shares Proposed to be Issued (a) - (b)
Ordinary	-10,000-	HKD	HKD 10,000.00	HKD 10,000.00	HKD 0
總值 Total	-10,000-				
		HKD	HKD 10,000.00	HKD 10,000.00	HKD 0

13 5A 股份所附帶的權利的詳情 Particulars of Rights Attached to Shares
(只適用於發行超過一類股份的公司 Only applicable to company issuing more than 1 class of shares)

股份的類別 (如普通股/ 優先股等) Class of Shares (e.g. Ordinary/ Preference etc.)	附帶的權利的詳情 (包括表決權；在分派股息時參與該項分派的權利； 在分派股本時參與該項分派的權利；該類別股份是否屬可贖回股份等) Particulars of Rights Attached (Including voting rights; rights to participate in a distribution as respects dividends; rights to participate in a distribution as respects capital; whether the shares are redeemable etc.)

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表格
Form **NNC1**

6 創辦成員 Founder Members

(如超過兩名創辦成員，請用續頁A填報 Use Continuation Sheet A if more than 2 founder members)

1 中文姓名／名稱
Name in Chinese

英文姓名／名稱
Name in English

CAROL JOUBERT

地址
Address

2 Dr Kolbe Avenue, Meerhof,

Hartbeespoort 0216,

國家／地區
Country / Region

Republic of South Africa

認購的股本
Share Capital to be
Subscribed

股份的類別 (如普通股／優先股等) Class of Shares (e.g. Ordinary / Preference etc.)	建議向該成員發行的股份數目 Shares Proposed to be Issued to the Member		
	總數 Total Number	貨幣 Currency	總款額 Total Amount
Ordinary	-10,000-	HKD	HKD10,000
總值 Total	-10,000-	HKD	HKD10,000

2 中文姓名／名稱
Name in Chinese

英文姓名／名稱
Name in English

地址
Address

國家／地區
Country / Region

認購的股本
Share Capital to be
Subscribed

股份的類別 (如普通股／優先股等) Class of Shares (e.g. Ordinary / Preference etc.)	建議向該成員發行的股份數目 Shares Proposed to be Issued to the Member		
	總數 Total Number	貨幣 Currency	總款額 Total Amount
總值 Total			0.134

表格
Form **NNC1**

- 15 7 首任公司秘書 **First Company Secretary**
(如超過一名公司秘書屬自然人或法人團體，請用續頁 B 填報 Use Continuation Sheet B if more than 1 company secretary is a natural person or a body corporate)

A. 公司秘書(自然人) **Company Secretary (Natural Person)**

中文姓名
Name in Chinese

英文姓名 Name in English

姓氏
Surname

名字
Other Names

前用姓名
Previous Names

中文 Chinese

英文 English

別名
Alias

中文 Chinese

英文 English

- 16 香港通訊地址
Hong Kong
Correspondence
Address

香港 / HONG KONG

(本處不接納郵政信箱號碼 Post office box numbers are not acceptable)

- 17 電郵地址
Email Address

- 18 身分證明 Identification

(a) 香港身分證號碼
Hong Kong Identity Card Number

									()
--	--	--	--	--	--	--	--	--	-----

(b) 護照
Passport

--	--	--	--	--	--	--	--	--	--

簽發國家 Issuing Country

號碼 Number

- 20 B. 公司秘書(法人團體) **Company Secretary (Body Corporate)**

中文名稱
Name in Chinese

英文名稱
Name in English

WEST UNION GLOBAL LIMITED

- 19 香港地址
Hong Kong
Address

Unit 1503, 15/F,

No.69 Jervois Street,

Sheung Wan,

Hong Kong

(本處不接納「轉交」地址或郵政信箱號碼 'Care of' addresses or post office box numbers are not acceptable)

- 17 電郵地址
Email Address

info@westuniongroup.hk

公司編號 Company Number

2486742

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表格
Form **NNC1**

8 首任董事 First Directors (續上頁 cont'd)

B. 董事(法人團體) Director (Body Corporate)

(如超過一名董事屬法人團體，請用續頁 D 填報 Use Continuation Sheet D if more than 1 director is a body corporate)

中文名稱
Name in Chinese

英文名稱
Name in English

24

地址
Address

國家/地區
Country/Region

(本處不接納「轉交」地址或郵政信箱號碼 'Care of' addresses or post office box numbers are not acceptable)

22

電郵地址
Email Address

公司編號 Company Number

(只適用於在香港註冊的法人團體 Only applicable to body corporate registered in Hong Kong)

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提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

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出任董事職位同意書 Consent to Act as Director

請在適用的空格內加上 ✓ 號 Please tick the relevant box

本人獲上述法人團體授權確認上述法人團體同意在公司成立為法團時擔任其董事。
I, being authorized by the above body corporate, confirm that the body corporate consents to be a director of this company on its incorporation.

簽署 Signed :

 法人團體的董事/公司秘書/獲授權人士*
 Director/Company Secretary/Authorized Person of the Body Corporate*

出任董事職位同意書會於公司成立為法團的日期後 15 日內交付登記。
The Consent to Act as Director will be delivered for registration not later than 15 days after the date of incorporation of the company.

*請刪去不適用者 Delete whichever does not apply

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表格
Form **NNC1**

7 9 創辦成員陳述書 Statement of Founder Member

本人現核證 I certify that :

- (a) 本人為公司的創辦成員或獲其授權人士(如創辦成員為法人團體)並獲其他創辦成員(如有的話)授權簽署本表格。
I am a founder member of this company or an authorized person of a founder member, which is a body corporate (if applicable) and am authorized by the other founder members (if any) to sign this incorporation form.
- (b) 名列本表格內的每一名屬自然人的公司秘書通常居於香港。
Each of the company secretaries named in this form who is a natural person ordinarily resides in Hong Kong.
- (c) 名列本表格內但未簽署「出任董事職位同意書」的每一名董事已同意在公司成立為法團時擔任其董事，每一名屬自然人的董事並且已年滿 18 歲。
Each of the directors named in this form who has not signed the 'Consent to Act as Director' has consented to be a director of this company on its incorporation and each director who is a natural person has attained the age of 18 years.
- (d) 所有創辦成員已為《公司條例》第 67(1)(a) 條的目的而簽署公司的章程細則，並確認連同本表格交付的公司章程細則的文本的內容，與由所有創辦成員簽署的該等章程細則的內容相同。
The company's articles have been signed by all founder members for the purposes of section 67(1)(a) of the Companies Ordinance. The contents of the copy of the company's articles delivered together with this form are the same as those of the articles signed by all founder members.
- (e) 本表格所載的資料、陳述及詳情均屬準確，並與公司的章程細則內的資料、陳述及詳情相符。
The information, statements and particulars contained in this form are accurate and consistent with those contained in the company's articles.
- (f) 公司已遵守《公司條例》中就有關公司註冊的所有規定。
All the requirements of the Companies Ordinance in respect of the registration of the company have been complied with.

本表格包括下列續頁 This Form includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	0	0

7 簽署 Signed:



姓名 Name : CAROL JOUBERT 日期 Date : 20-08-2019
創辦成員 Founder Member 日 DD / 月 MM / 年 YYYY

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EXHIBIT G

Services Agreement (ONLY VALID with DPA)

This agreement together with the data processing addendum (DPA) forms a **Services Agreement** and is offered to you by Social Data Trading Limited with registered office at 7F, MW Tower, 111 Bonham Strand, Sheung Wan, Hong Kong (**Social Data** or **we**) and applies to the **Customer** (or **you**) with respect to your access to and use of Services (as defined below) we make available through <http://socialdata.hk/> (referred to collectively as the “Site”).

1. Definitions

- 1.1. **API Guide** - information available at <https://socialdata.hk/docs/api#section/Introduction>
- 1.2. **Influencers** means natural or legal persons that have a presence on the Internet having in excess of a certain amount followers (decided by you) on various social media platforms.
- 1.3. **Scraping** means web scraping or screen scraping or content scraping and involves an act of obtaining information contained on websites through automated means. Same information may be obtained manually, but through automation, the speed and amount of obtained data is incomparably bigger. Web scraping can also be done manually by any Internet user, via the function of copy-pasting.
- 1.4. **Service or Services** means provision of information on Influencers through Scraping to you upon your request and instruction to us.
- 1.5. **Site or website** means www.socialdata.hk

2. Services and Your Use of The Services, License

- 2.1. We offer a web scraping service (with different types of payment methods and options) to help you find and get in touch with Influencers that suit your business needs (or those of your clients) most pertinently.
- 2.2. Any descriptions or illustrations on our site prior to your log in or sign up are published for the sole purpose of giving a general idea of the services described in them. They will not form part of the Agreement or have any contractual force.
- 2.3. We warrant to you that the Services will be provided using reasonable care and skill. We will use all reasonable endeavours to meet any performance dates agreed with you, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Agreement.
- 2.4. Social Data grants to you a limited, non-exclusive, non-transferable, personal and non-assignable license and right to access and use the Site, and to all data, materials, information or other outputs from the Site as well as a result of Services (in a form of pdf documents or other literary works) during the Term of this Agreement.

3. Provision Of The Services

- 3.1. You understand and agree that Social Data may modify, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice to you.
- 3.2. You acknowledge and agree that Social Data can disable access to Services for non-payment or other material breach of the Terms, you may be prevented from accessing your files or other content which is contained in Social Data Site or Services. You will not be due a refund should the suspension and/or termination of the Agreement be caused by your breach of this Agreement.
- 3.3. You acknowledge and agree that you are allowed to use only single account per person. In case of legal person you are allowed to use single account for multiple employees.

4. Security

As part of the registration process, you may be required to provide certain information. You agree that any registration information you give to Social Data will always be accurate, correct and up to date. You are responsible for protecting any tokens, keys or passwords for Social Data Site and Services from unauthorized access. You will be held responsible for any activity that occurs under your tokens, keys or passwords. You agree to notify Social Data immediately of any unauthorized use of your tokens, keys, passwords or any other breach of security. Social Data may access your tokens, keys, passwords from time to time to provide You with assistance on technical or billing issues or in order to maintain or improve the Services.

5. Data Processing Addendum (DPA)

- 5.1. The DPA forms part of this Agreement and lays out our relationship with you when dealing with personal data of Influencers. This Agreement is **ONLY VALID** with the DPA.
- 5.2. You acknowledge that certain obligations arise in relation to you processing personal data of Influencers that you receive from us through Services. You warrant that you will comply with the DPA and relevant laws applicable to your situation as the controller of personal data. Those may include, among others, and depending on the applicable laws, an obligation to:
 - 5.2.1. Notify Influencers of the fact that you are processing their personal data (at a minimum those Influencers whom you establish contact with at the time of first contact);
 - 5.2.2. Notify Influencers the source where you obtained Influencer personal data;
 - 5.2.3. Notify Influencers of their rights (right of deletion, provision of information and similar);
 - 5.2.4. Keep personal data of Influencers up to date and delete outdated personal data or that personal data that you are not intending to use;
 - 5.2.5. Keep personal data of Influencers secure in order to prevent unauthorized access or loss.

- 5.2.6. Register with relevant authorities, if required.
- 5.3. Those obligations arise independently of our relationship with you, solely based on the fact that you would become the controller of personal data of Influencers. Social Data is not in a position to remove this obligation through any contractual means.
- 5.4. Our Services are limited to the provision of Influencer information to you for the establishment of contact and in the promotion of a business. What you do with that information after receipt is purely a matter of your business needs. While we cannot insist on how you process personal data you obtain through our Services compliance with the data protection laws is in your interest as the controller of that personal data, in order to avoid regulatory penalties and damage to the reputation.
- 5.5. Services are provided to you solely upon your request and instruction. You tell us your needs, we find relevant Influencers for you to get in touch with.
- 5.6. For instance, if you order information on five Influencers from Singapore with 10,000 followers, whose interests span sports, travelling, healthy eating with a 10% and above engagement rate for a post – we, as data processors, will try to find information on such Influencers to you and submit them as part of Services. You would then be under an obligation to treat that information in accordance with the relevant data protection laws of both the Influencers as well as your country of incorporation. We are not in a position to eliminate the need for your compliance with the data protection laws.
- 5.7. On our part, we warrant to comply with relevant data protection laws in cases where we are regarded an independent controller of that personal data.

6. Charged Services

- 6.1. Certain features of the Site or the Services are associated with charges or fees (“Charged Services”).
- 6.2. For use of Services you may purchase access to various plans, some of which are listed below for illustrative purposes and will be specified in the invoice to you:
 - 6.2.1. Tokens;
 - 6.2.2. Subscription for:
 - 6.2.2.1. Monthly tokens;
 - 6.2.2.2. Audience Data;
 - 6.2.2.3. Influencer Identification
 - 6.2.2.4. Post Analytics
 - 6.2.2.5. Sponsored Posts
- 6.3. All charges and fees are listed in US Dollars unless expressly identified otherwise. You agree to pay any applicable charges and fees associated with your use of the Services. Pricing is flexible and subject to change at any time. We do not guarantee that the pricing will remain the same throughout the validity of this Service Agreement. Should, however, the pricing change, you will have a chance to cancel your subscription without further obligation of either party towards the other.
- 6.4. In order to access Charged Services, you may purchase predefined set of tokens on pay as you go basis (“**Tokens**”). In this case you may pay for access to Charged Services with such Tokens. Tokens are valid for 6-month periods and expire after the end of such period. If not used by then, Tokens lose their validity and you are not due a refund. Should you, however, purchase additional Tokens within

30 days of the expiry of the previous batch, we will, as a gesture of good will, reinstate the expired Tokens.

6.5. To access the parts of the Services that are associated with charges and fees, you must provide requested details and follow applicable billing procedures. Billing procedures are subject to change at any time without prior notice to you. By providing a payment method, you represent that you are authorized to use the payment method you provided and that the information provided by you is true and accurate. Social Data accounts can be billed in advance on a monthly basis and are non-refundable. There will be no refunds or credits for partial use of Service, upgrade/downgrade refunds, refunds for unused features, or refunds for failures or inaccessibility of Service due to circumstances beyond Social Data control. In order to treat everyone equally, no exceptions will be made. Downgrading your Service may cause the loss of content, features. Social Data does not accept any liability for such loss. Social Data reserves the right to suspend or terminate your access to the Services for nonpayment. If your Subscription is terminated for any reason, you are still liable for a remaining unpaid period of your Subscription if your Subscription is purchased on monthly basis. Social Data may recover such payments due and in that case you will bear all the expenses related to such recovery or/and debt collection.

6.5.1. Particulars of charges would be listed in the invoice to you.

6.5.2. Any Subscription auto renews on a monthly rolling basis unless 30 days' notice of cancellation is provided to expire on the last day of a renewal period.

6.5.3. For avoidance of doubt, and among others, unless specified otherwise, you are limited to:

- 6.5.3.1. 5000 search requests per month under Influencer Identification plan;
- 6.5.3.2. 5 requests to Site per second;
- 6.5.3.3. 1 account per person;
- 6.5.3.4. 10 requests to API per second

7. Content

7.1. You understand and acknowledge that such data/content may not be exhaustive and the analysis of the data/content is based on what third-party data sources provide to Social Data. The data/content is based on publicly available data/content and Social Data does not verify the accuracy of data/content provided by such third parties. In addition, the data/content collected and displayed may require access to third party sites and such third parties may prevent Social Data from generating such data/content. We, therefore, do not warrant that the data points or subscription type would remain the same throughout the validity of this Service Agreement. Those data points are subject to change but do not entitle you to a refund of any fees or charges paid.

7.2. Furthermore, government regulations and/or compliance with applicable laws may prevent Social Data from using certain data/content or providing it to you. You agree that you shall evaluate and bear all risks associated with the Services, including any reliance on the accuracy, completeness, or integrity of such Services. By using the Site and Services, you represent and warrant that you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of the information made available in the Site and Services, and make effective use of the Services provided by Social Data as an analytical tool. You acknowledge that the Services are

made available to you without any warranties of any kind. By using the Services you understand and agree that your use of the Services is at your sole discretion and risk.

- 7.3. In furtherance of above, you understand that we may have to stop providing a particular type of Subscription depending on the available resources and access to third party platforms. You understand that you will not be due a refund in such a case, subject to our option to refund a pro-rata amount of the unused Subscription period.
- 7.4. The Site may contain links to other sites on the Internet which are owned and operated by Third Party Vendors and other third parties (the "External Sites"). You acknowledge that Social Data is not responsible for the availability of, or the materials located on or through, any External Sites.

8. General restrictions on use of Services and restrictions on use of literary works obtained as a result thereof

While it is your right to freely use the information obtained as a result of our Services and contained in pdf documents, you agree that:

- 8.1. you will not reproduce, duplicate, copy, sell, trade or resell the literary works you obtain through Services or our Site for any purpose without our prior permission;
- 8.2. you will not obscure, alter, remove or delete any copyright or other proprietary notices contained in the literary works arising out of Services;
- 8.3. you will not copy, modify, adapt, translate or otherwise create derivative works of any of the literary works (documents in pdf or otherwise) obtained from the Site;
- 8.4. you warrant that you will not attempt or assist others to attempt or actually reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any software we may give you access to.
- 8.5. Use the Services in any way that harms Social Data, its affiliates, resellers, distributors, customers, service providers and/or suppliers, as determined by Social Data in its sole reasonable discretion;
- 8.6. Use the Services in any manner that could damage, disable, overburden, or otherwise harm the Site or interfere with any other party's use and enjoyment of the Services and/or Site;
- 8.7. Use any meta tags or any other "hidden text" utilizing Social Data's name or trademarks without the prior written consent of Social Data;
- 8.8. Display the Site in frames or utilize any other techniques to display the Site (or any content on the Site) without the prior written consent of Social Data;
- 8.9. Use the Services in any manner which is contrary to the provisions of any applicable third party terms of use or other agreements (including any requirement to secure written permission prior to making certain utilization of content);
- 8.10. Use the Services to "stalk" or otherwise harass another, or in breach of any applicable laws;

- 8.11. Employ any technique to compile any false or misleading information or content;
- 8.12. Harm minors in any way;
- 8.13. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- 8.14. Use the Services in any manner that violates or infringes the rights of any third parties, including without limitation copyright, trademark, patent publicity, or other proprietary rights;
- 8.15. Use the Social Data domain name or other contact information as a pseudonymous reply email, postal, and/or fax address (or any other type of return address) for any communication transmitted from another location or through another service or otherwise impersonate Social Data or any other third party;
- 8.16. Create multiple tokens, keys or passwords for disruptive or abusive purposes, or with overlapping use cases. Mass tokens, keys or passwords creation may result in suspension of all related tokens, keys or passwords.
- 8.17. any breach of these terms is cause for permanent suspension of all tokens, keys or passwords without any refund due thereof.
- 8.18. Access to Services is and will be limited to certain whitelisted IP addresses, as provided by you in advance or using the basic auth upon your advance request (subject to our approval). For further instruction you should check the API Guide.
- 8.19. Other restrictions may be listed in the particular invoice and such terms take precedence over any other term between us. Payment of the invoice would signify acceptance of such additional terms and restrictions.
- 8.20. It is a condition of this agreement that you will not exceed or breach any restrictions listed herein and in the API Guide. Any such breach, whether intentional or unintentional shall be repudiatory and entitle us to cancel your subscription and terminate the Service Agreement without further obligation to you.
- 8.21. YOU ACKNOWLEDGE AND AGREE THAT IN CASE WE DETECT MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS ESTABLISHED FOR ONE PERSON, WE AT OUR SOLE DISCRETION MAY, WITHOUT WARNING AND REFUND, TERMINATE SUCH MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS.
- 8.22. Neither party is allowed to link, use or refer to the other by name on the Internet or in any other media (newspapers, radio, TV and similar) as well as never disclose the nature of the other's business, unless such information is already public knowledge.

9. Confidentiality

- 9.1. Each party undertakes to keep the other party's confidential information confidential and shall not use or disclose such confidential information except for the purpose of exercising or performing its rights and obligations under this Agreement.
- 9.2. Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement and who are legally obligated to maintain its confidentiality, and as may be required by law, court order or any governmental or regulatory authority.
- 9.3. For the purposes of this Agreement, confidential information means all information, concerning one another's business, affairs, customers, clients or suppliers including the content of this Agreement, designated as confidential or which ought reasonably to be considered confidential. For instance, any information that is not public knowledge and You obtained access to solely through Services is confidential information and You shall not use nor disclose it without Social Data's written consent.

10. Term; Cancellation Or Termination

- 10.1. Term. This Agreement is effective on the date of your acceptance and terminates **one year** thereafter, unless extended by parties in advance.
- 10.2. Termination for Cause. Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within 10 business days after having received written notice by the non-breaching party of the breach or default.
- 10.3. Termination for Convenience. You may cancel the Services at any time, with or without cause. However, You understand and accept that by cancelling the Services:
 - 10.3.1. you will not receive a refund;
 - 10.3.2. you are obligated to pay all charges due until the end of the subscription – early termination would cause us loss of expected profit from this Agreement with you;
 - 10.3.3. you would lose access to and use of your tokens, keys or passwords and any Services and Services credits contained therein.
- 10.4. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement to you will immediately cease to exist and are revoked. Sections 2, 3, 4, 7 to 11, and 12 to 15, as well as your obligation to pay any fees applicable, will survive any expiration or termination of this Agreement for any reason.

11. Proprietary Rights

- 11.1. You acknowledge and agree that the Site and Services are the exclusive property of Social Data and except as may be otherwise provided herein, Social Data does not grant any express or implied right in them to you. Social Data owns the copyright for the Site as a compilation, and all Services accessible from the Site. All content included on the Site, such as text, graphics, logos, button

icons, images, data compilations, and software, is the property of Social Data or its content suppliers and protected by international copyright laws. Any third party marks displayed on the Site and/or Services are the property of their respective owners. You further acknowledge that the Services may contain information which is designated confidential and that you shall not disclose such information without Social Data's prior written consent.

12. Notices

- 12.1. When we refer to "in writing" in these Terms, this includes email.
- 12.2. Any notice or other communication given under or in connection with this Agreement must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 12.3. A notice or other communication is deemed to have been received:
 - 12.3.1. if delivered personally, on signature of a delivery receipt;
 - 12.3.2. if sent by email, the next working day after transmission, subject to failed delivery notice.
 - 12.3.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 12.4. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
- 12.5. Social Data email for notice purposes: *info@socialdata.hk*
- 12.6. Customer email for notice purposes shall be the one which was used to log into the system. If the Customer wishes to use another email, it shall notify Social Data in advance.

13. Warranties

- 13.1. Social Data represents and warrants that at all times during the Term of this Agreement:
 - 13.1.1.1. it will comply with all applicable laws, rules, regulations, and guidelines;
 - 13.1.1.2. it is the owner of the Services or otherwise has the right to grant you the rights and license set forth in this Agreement and the Services will not infringe the intellectual property rights of any third party;
 - 13.1.1.3. the Services will be provided by qualified personnel in a professional and skillful manner;
 - 13.1.1.4. it will not, and will not allow the Services to, introduce into Customer software or systems any viruses, worms, time bombs, corrupted files, Trojan horses or other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Customer's computers or property;

- 13.2. Except to the extent set forth above, THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- 13.3. You warrant that you have had access to, have read and understood all of the information available in the API Guide and will comply with those terms.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 14.1. **Indemnity.** Each party will defend, indemnify and hold the other party and its affiliates, employees, officers and agents harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:
- 14.1.1. any allegation or action by a third party arising from or related to the Services or their use, or the other party's receipt, possession, reproduction, use or sale thereof, infringes, misappropriates or violates such third party's intellectual property rights;
 - 14.1.2. any allegation or action that would, if proven, constitute an inaccuracy, untruthfulness, or breach of any representation or warranty made by either party under this Agreement;
 - 14.1.3. any allegation or action by a third party that is based on a claim that an act or omission of the either party resulted in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, regulation or other law.
- 14.2. Collectively, the matters arising under subsections (a) to (c) are each a "Claim".
- 14.3. **Indemnification Procedures.** As a condition to a party's obligation to indemnify the other party under this Agreement, the indemnified party will: (i) provide the indemnifying party with prompt written notice of any Claim that would give rise to liability of the indemnifying party under this Agreement, provided that failure to give timely notice will not relieve the indemnifying of its obligations to the extent that such failure does not materially prejudice the indemnifying party's ability to defend or settle such Claim; (ii) tender sole control of the defense and settlement of such Claim to the indemnifying party, provided that the indemnifying party will not settle any such Claim without the written consent of the indemnified party; (iii) provide the indemnifying party, at the indemnifying party's expense, with such assistance as the indemnifying party may reasonably request; and (iv) not disclose the terms of any settlement unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any settlement without the indemnifying party's prior written consent. Further, the indemnified party may participate in the defense or settlement of a Claim with its own counsel at its expense.
- 14.4. **Limitation of Liability.** Except for parties' indemnification obligations in this Agreement and for breach of confidentiality, in no event will either party or an airline be liable for any special, indirect,

incidental or consequential damages or for any damages resulting from loss of use, data or profits, whether in contract, tort, strict liability or otherwise, even if such party has been advised of the possibility of such damages. In no event will either party's liability to the other party for damages in connection with this Agreement, whether in contract, tort or otherwise, exceed, in the aggregate, the amount of fees paid by Customer to Social Data during the 12 months prior to initiation of a claim under dispute resolution section herein.

15. Governing Law and Jurisdiction

15.1. Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, in the event of any other controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

15.1.1. The number of arbitrators shall be one;

15.1.2. The place of arbitration shall be New York, NY, USA;

15.1.3. The language of the arbitration shall be English.

15.2. Each Party shall bear its own expenses, but Parties shall share equally in the expenses of the arbitration tribunal. The Parties agree that all arbitration proceedings conducted pursuant to this Section shall be kept strictly confidential, and all information disclosed in the course of such arbitration proceedings shall be used solely for the purpose of those proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16. Miscellaneous

16.1. Social Data is an independent contractor of Customer, and nothing in this Agreement will be construed as establishing a partnership, joint venture, agency, employment or similar relationship. Social Data does not have any authority to bind Customer by contract or otherwise.

16.2. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited. If a deemed modification is not satisfactory to make the provision enforceable, then the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

- 16.3. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- 16.4. **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No online terms or terms associated with any invoice, purchase order, or other document all modify this Agreement.
- 16.5. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Social Data may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

EXHIBIT H

Social Data Support Center

Search for a topic or question...

Support > General > How have you obtained this data?

Contact Us

How have you obtained this data?

We honour the privacy and security of social network users, which is why we only provide aggregated anonymised data.

Audience Data metrics are based on the public data that is available on the Instagram/YouTube/TikTok. Based on our algorithms we calculate different data points.

For further information, please refer to <https://socialdata.hk/articles/>

Browse by Topic

- General
- Audience Data
- Influencer Identification
- Post Analytics
- Sponsored Posts Tool
- API
- Pricing/Payment

Still need help?

Contact Us

URL: <https://help.socialdata.hk/articles/9892-how-have-you-obtained-this-data>

EXHIBIT I

SOCIAL DATA Audience Data Influencer Identification Post Analytics Sponsored Posts Yuen Yi Cheung 4 tokens

Instagram Influencer profile URL, user ID or @handle Analyze

Location Language Brands Interests Gender Age Credibility Reachability

Segments not applied

My Reports

Sort by: Date Followers Engagements Date Export list

	@powerslidelover PowerslideLover	256,840	13,615	September 23, 2020	View Report	...
	@sedmeche Sarah Meche	999	0	September 22, 2020	View Report	...
	@itskingtyreezy TYREEZY 🌟❤️	1,000	1,793	September 22, 2020	View Report	...
	@preranabhoyar Dr. Prerana Bhoyar 🇮🇳❤️	2,680	997	September 11, 2020	View Report	...
	@kyliejenner Kylie 🇺🇸	195,271,242	7,233,288	September 11, 2020	View Report	...

URL: <https://socialdata.hk/audience-data>

EXHIBIT J



BILLIE EILISH

@billieeilish

67M ▲ 0.43%

Followers



Los Angeles

Location

13M

Avg Views

81K

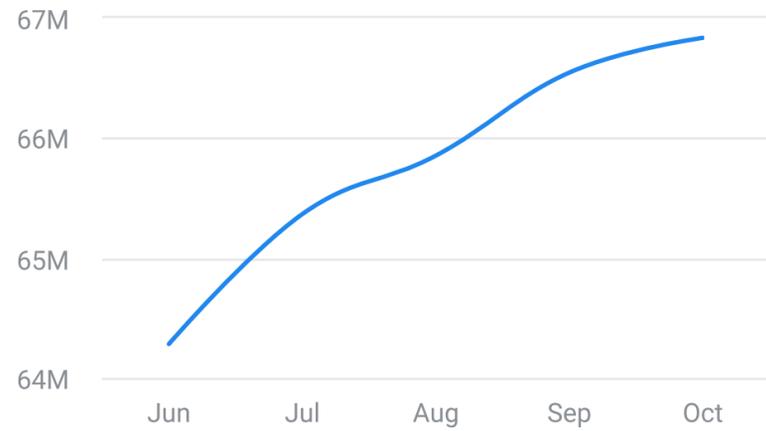
Avg Comments

6.9M ▲ 4.73%

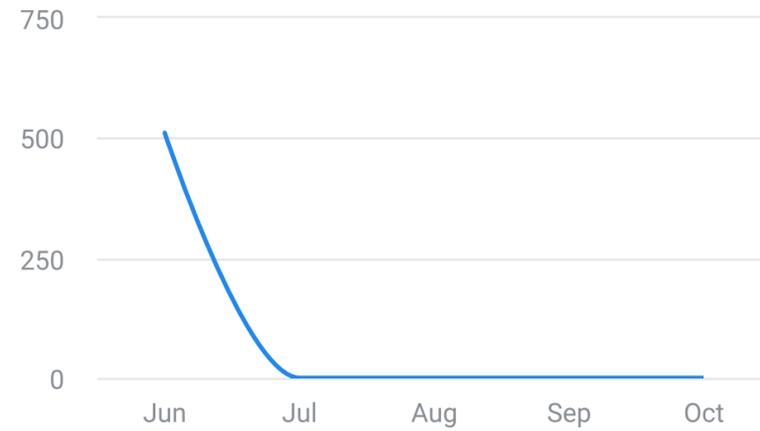
Avg Likes

Influencer Details

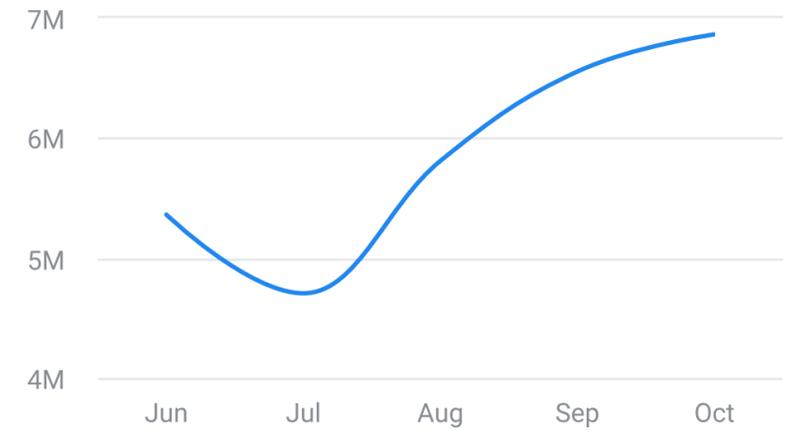
Followers ▲ 0.43% this month



Following ▲ 100% this month

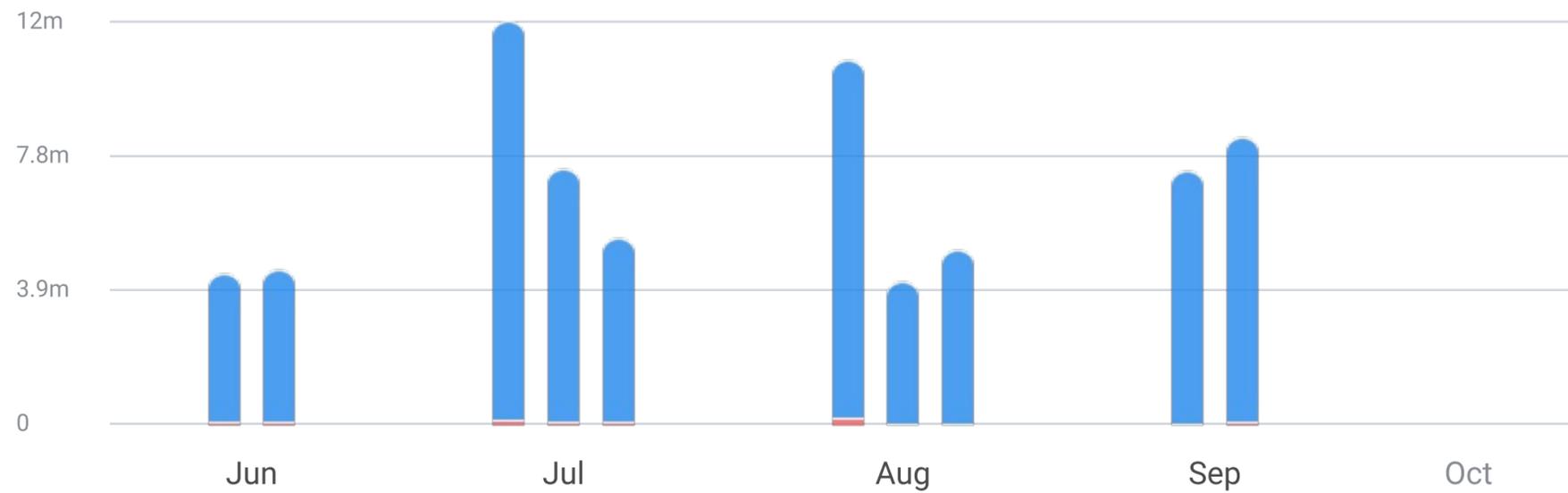


Likes

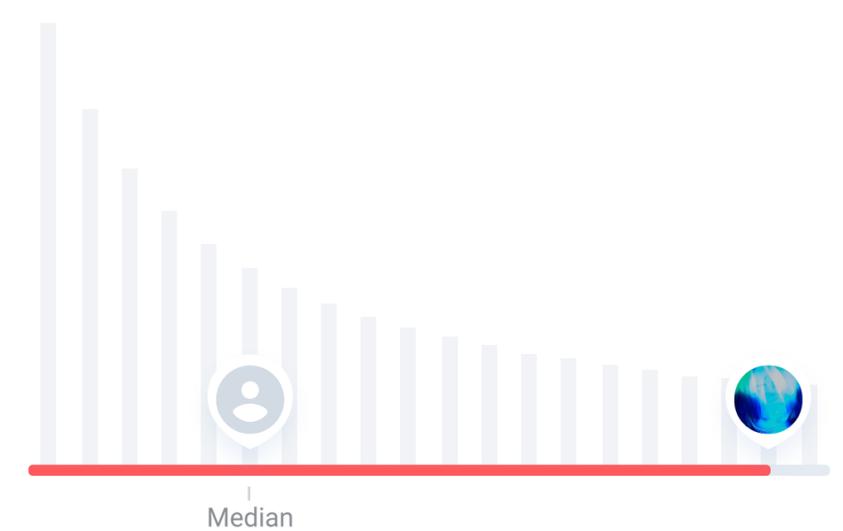


Engagements spread for last posts

♥ Likes 💬 Comments



Engagement Rate **10.39%**



Influencer Details

Influencer Interests

-  Clothes, Shoes, Handbags & Accessories
-  Music
-  Television & Film
-  Electronics & Computers
-  Cars & Motorbikes

Popular # and @

- [#mycalvins](#) [#mytruth](#) [#blacklivesmatter](#)
- [#justiceforgeorgefloyd](#) [#mcmaw19](#)
- [@mattyvogel](#) [@blohsh](#) [@tammytaylornails](#)
- [@nbcnl](#) [@gettyentertainment](#) [@recordingacademy](#)

Influencer Brand Affinity

-  Apple
-  Bershka
-  iHeartRadio Music Awards
-  Justin Bieber
-  Mazda

Audience Details by Followers

 **86.69%**

Followers Credibility

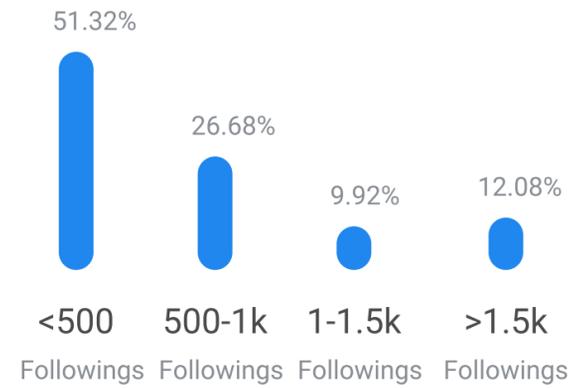
14.2%

Notable Followers

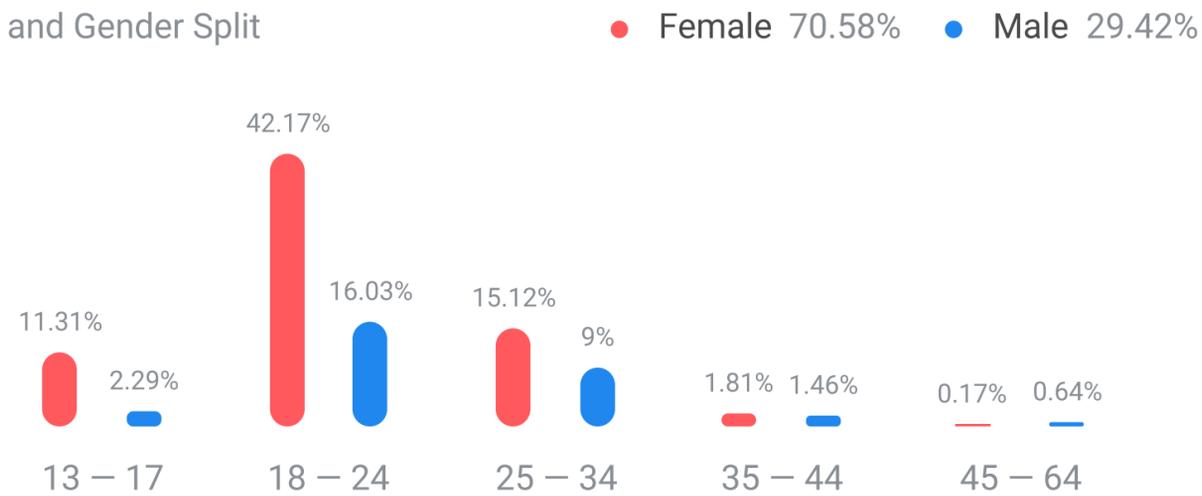
Location by Country



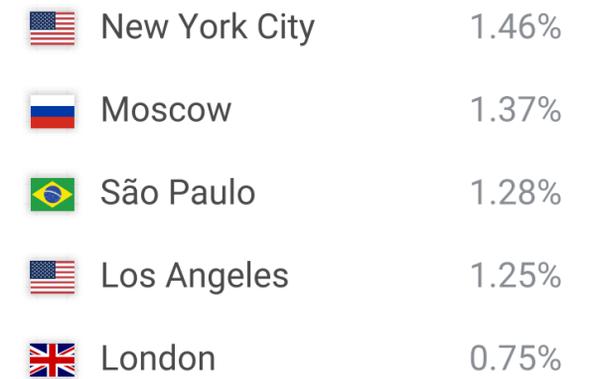
Audience Reachability



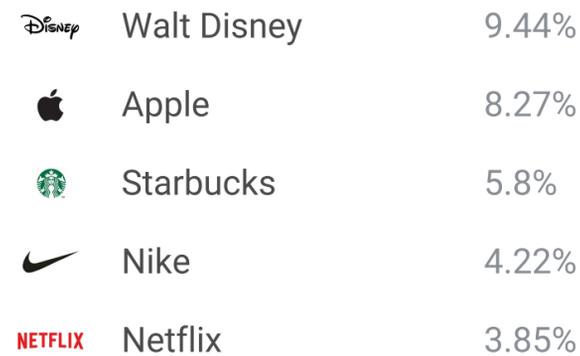
Age and Gender Split



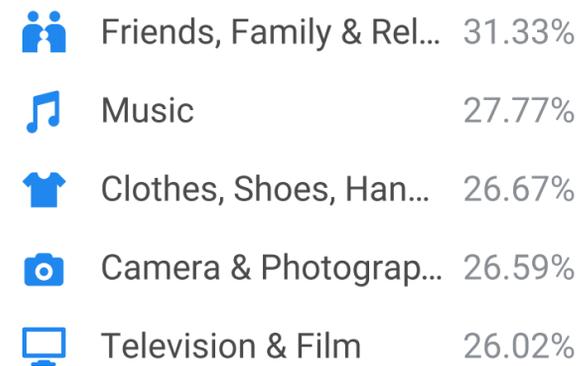
Location by City



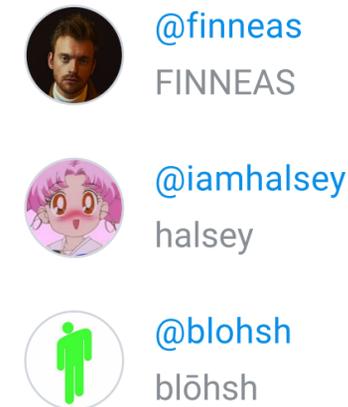
Audience Brands



Audience Interests



Audience lookalikes



Audience Details by Likes

 **92.63%**

Likers Credibility

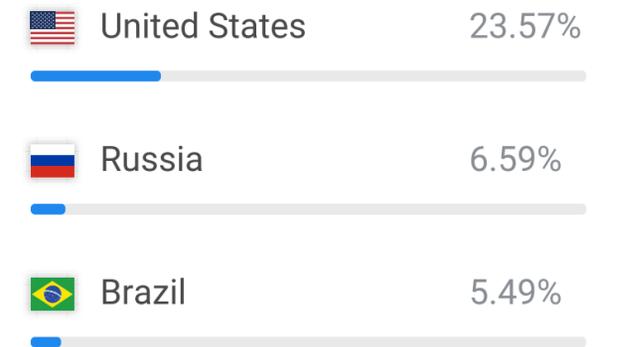
17.07%

Notable Likes

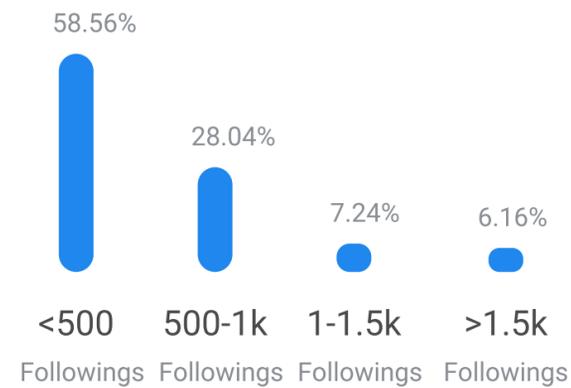
13.69%

Likes not from Followers

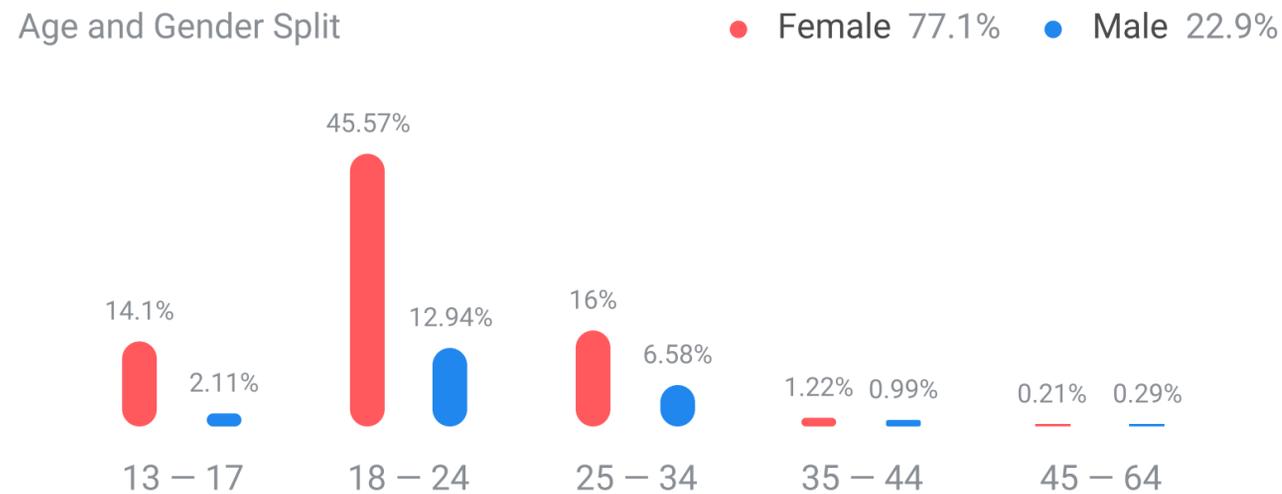
Location by Country



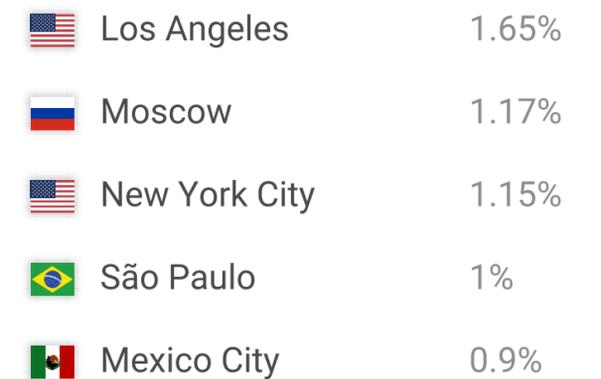
Audience Reachability



Age and Gender Split



Location by City



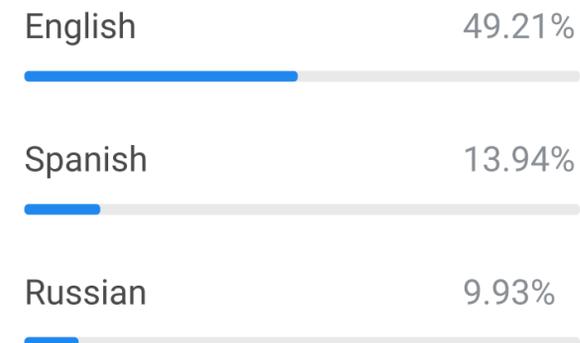
Audience Brands

	Walt Disney	11.44%
	Starbucks	7.56%
	Apple	6.56%
	Nike	4.91%
	Adidas	3.95%

Audience Interests

	Friends, Family & Rel...	32.63%
	Music	29.1%
	Clothes, Shoes, Han...	27.18%
	Camera & Photograp...	25.53%
	Toys, Children & Baby	24.03%

Language



Notable Followers

Influencer	Likes	Followers
 Ariana Grande @arianagrande	4.5m	203m
 Kylie  @kyliejenner	7.4m	196m
 Selena Gomez @selenagomez	5m	194m
 Justin Bieber @justinbieber	1.7m	148m
 Kendall @kendalljenner	4.5m	140m
 Barbie @nickiminaj	4.6m	123m
 KATY PERRY @katyperry	636k	107m
 Demi Lovato @ddlovato	864k	93m
 Cardi B @iamcardib	2m	76m
 champagne papi @champagne papi	1.6m	72m
 Justin Timberlake @justintimberlake	207k	59m
 Gigi Hadid @gigihadid	4.6m	59m
 Priyanka Chopra Jonas @priyankachopra	1.1m	58m
 Shawn Mendes @shawnmendes	2.9m	56m
 DUA LIPA @dualipa	1.7m	53m

Influencer	Likes	Followers
 snoopdogg @snoopdogg	194k	52m
 Alia Bhatt  @aliaabhatt	1.1m	50m
 Jacqueline Fernandez @jacquelinef143	792k	46m
 Whindersson Nunes  @whinderssonnunes	1.3m	45m
 Cara Delevingne @caradelevingne	406k	44m
 J Balvin @jbalvin	764k	44m
 Lele Pons @lelepons	1.4m	42m
 Sergio Ramos @sergioramos	1m	41m
 Gucci Official @gucci	82k	41m
 Bruna Marquezine  @brunamarquezine	794k	40m
  Vanessa Hudgens  @vanessahudgens	654k	39m
 DOVE @dovecameron	1.5m	38m
 H&M @hm	95k	36m
 mills @milliebobbybrown	3.6m	36m
 Jennifer Aniston @jenniferaniston	3.4m	36m

Notable Likers

Influencer	Likes	Followers
 Daquan @daquan	513k	16m
 Jocelin Zuckerman @jocelinazuckerman	54k	798k
 Fabio Mufañas @fabiomnz	69k	565k
 Anisa Murtaeva @anisamurtaeva	4.4k	452k
 300 🗝️❤️مارلين @marleen.alhii	30k	273k
 Ayo & teo fp @ayoteonation	332	218k
 YUNIMAT ⚡ @yunimat	41k	209k
 Montserrat @montserratlanegra	6.1k	184k
 Billie Eilish Closet @eilishoutfits	8.6k	176k
 TAMERLANALENA @tamerlan_alena	1.9k	173k
 Wiktorja Ryczko @wiktorjaryczko	3.8k	128k
 mallrat @lilmallrat	8.9k	106k
 Helen Housby @helenhousby1	6.4k	83k
 Kevyn Cruz @keityn	6.1k	76k
 Pure Negga Official @purenegga	3k	66k

Influencer	Likes	Followers
 🎭 The Joker 🎭 @mp_joker_official	2.7k	42k
 Rose @radiatorose	1.6k	41k
 Be happy 🦋 @toplovin	11k	33k
 MILLIE INNES @millieinnes	1.9k	32k
 Aina Ozawa @ainaozawa	2.8k	28k
 Daniela Vidal @_danyvidal_	689	26k
 АЛОХА я Анька 🧢 @annememass	4.1k	21k
 K I A R A @itskiara_aa	738	21k
 MEHLOVE <i>Music</i> @mehlove	2k	20k
 BELGA 🇧🇪 @victor.belga	433	20k
 9ma @9maofficial	1.2k	20k
 Stay classy. @mirandamaria02	1.1k	16k
 Rodrigo Lima 🧑🏻 @rodrigo.limam	788	14k
 🌟 xjoel markes 🌟 @xjoel1415	1.6k	14k
 X R y ä ñ X @deathby_ryan	12	13k

Audience Lookalikes

Influencer	Likes	Followers
 FINNEAS @finneas	284k	2.7m
 halsey @iamhalsey	1.8m	21m
 blöhsh @blohsh	336k	1.3m
 Billie Eilish @billiefuckingeilish	13k	421k
 Khalid @thegr8khalid	358k	7.7m
 Melanie Martinez @littlebodybigheart	1.1m	8.5m
 @postmalone	2m	23m
 Zhavia @zhaviaward	365k	3.4m
 DUA LIPA @dualipa	1.7m	53m
 Sam Smith @samsmith	267k	15m
 MAKE OUT HILL @xxxtentacion	30m	18m
 LIL XAN/DIEGO ❤️ @xanxiety	216k	5.3m
 noah @noahcyrus	173k	5.8m
 Bhabie🦋 @bhadbhabie	438k	18m
 Cardi B @iamcardib	2m	76m

Influencer	Likes	Followers
 YUNGBLUD @yungblud	355k	2.5m
 camila @camila_cabello	1.1m	50m
 Lana Del Rey @lanadelrey	722k	17m
 bazzi @bazzi	183k	1.7m
 Billie Eilish @billieisaesthetic	6.8k	265k
 Jessie Reyez @jessiereyez	128k	2.1m
 Shawn Mendes @shawnmendes	2.9m	56m
 @lilpeep	821k	6.2m
 blackbear @bear	196k	3.1m
 ALESSIA CARA @alessiamusic	220k	3.7m
 ANNE-MARIE @annemarie	285k	6.5m
 Alec Benjamin @alecbenjamin	179k	1.6m
 James Charles @jamescharles	2.9m	22m
 Ariana Grande @arianagrande	4.5m	203m
 LA ROSALÍA @rosalia.vt	1.4m	13m

Popular #hashtags

Hashtag	Percent
#mycalvins	22.22%
#mytruth	22.22%
#blacklivesmatter	22.22%
#justiceforgeorgefloyd	11.11%
#mcmaw19	11.11%
#climateemergency	11.11%
#climatestrike	11.11%
#justiceforrayshard	11.11%
#justiceforbreonnataylor	11.11%
#mcmidentities	11.11%
#fridaysforfuture	11.11%

Popular @mentions

Mention	Percent
@mattyvogel	12.5%
@blohsh	12.5%
@tammytaylornails	6.25%
@nbcsnl	4.69%
@gettyentertainment	4.69%
@recordingacademy	3.13%
@robrumseymua	3.13%
@billiejoearmstrong	3.13%
@finneas	3.13%
@chanelofficial	3.13%
@freakcityla	3.13%
@007	3.13%
@jasonandersonart	3.13%
@calvinklein	3.13%
@rollingstone	3.13%

Popular @mentions

Mention	Percent
@kennethcappello	3.13%
@burberry	3.13%

Gender Split

Gender	Followers	Likes
Male	19,662,053 / 29.42%	1,590,486 / 22.9%
Female	47,172,939 / 70.58%	5,354,775 / 77.1%

Ethnicity

Group	Followers	Likes
White / Caucasian	43,475,227 / 65.05%	4,482,715 / 64.54%
Asian	9,274,692 / 13.88%	1,120,680 / 16.14%
African American	4,637,346 / 6.94%	412,882 / 5.94%
Hispanic	9,447,728 / 14.14%	928,984 / 13.38%

Languages of Audience

Language	Followers	Likes
English	34,233,083 / 51.22%	3,417,742 / 49.21%
Spanish	9,063,293 / 13.56%	968,357 / 13.94%
Russian	5,466,033 / 8.18%	689,762 / 9.93%
Portuguese	4,753,104 / 7.11%	399,769 / 5.76%
French	1,760,835 / 2.63%	190,564 / 2.74%
Italian	1,760,835 / 2.63%	155,352 / 2.24%
Indonesian	1,047,839 / 1.57%	136,711 / 1.97%
German	1,253,089 / 1.87%	123,244 / 1.77%
Arabic	1,544,757 / 2.31%	95,282 / 1.37%
Polish	626,511 / 0.94%	95,282 / 1.37%

Age Split

Age	Followers	Likes
13-17	9,084,947 / 13.59%	1,125,702 / 16.21%
18-24	38,895,626 / 58.2%	4,063,158 / 58.5%
25-34	16,126,214 / 24.13%	1,568,427 / 22.58%
35-44	2,186,373 / 3.27%	153,254 / 2.21%
45-64	541,898 / 0.81%	34,712 / 0.5%

Male Age Split

Age	Followers	Likes
13-17	1,527,380 / 2.29%	146,566 / 2.11%
18-24	10,711,778 / 16.03%	898,376 / 12.94%
25-34	6,017,756 / 9%	456,880 / 6.58%
35-44	977,529 / 1.46%	68,758 / 0.99%
45-64	427,677 / 0.64%	19,905 / 0.29%

Female Age Split

Age	Followers	Likes
13-17	7,557,567 / 11.31%	979,136 / 14.1%
18-24	28,183,848 / 42.17%	3,164,782 / 45.57%
25-34	10,108,458 / 15.12%	1,111,547 / 16%
35-44	1,208,845 / 1.81%	84,496 / 1.22%
45-64	114,221 / 0.17%	14,807 / 0.21%

Location by Country

Country	Followers	Likes
 United States	16,731,606 / 25.03%	1,636,783 / 23.57%
 Russia	4,022,932 / 6.02%	457,582 / 6.59%
 Brazil	4,754,307 / 7.11%	381,545 / 5.49%
 Indonesia	2,605,763 / 3.9%	360,813 / 5.2%
 Mexico	2,651,478 / 3.97%	276,484 / 3.98%
 Italy	2,483,856 / 3.72%	244,688 / 3.52%
 United Kingdom	2,514,332 / 3.76%	203,218 / 2.93%
 Argentina	1,600,030 / 2.39%	179,716 / 2.59%
 France	1,401,931 / 2.1%	176,951 / 2.55%
 Ukraine	1,280,024 / 1.92%	172,805 / 2.49%
 Germany	1,508,599 / 2.26%	168,652 / 2.43%
 India	1,066,686 / 1.6%	128,564 / 1.85%
 Canada	1,310,501 / 1.96%	125,800 / 1.81%
 Chile	1,188,593 / 1.78%	109,214 / 1.57%
 Poland	899,064 / 1.35%	106,443 / 1.53%
 Malaysia		103,679 / 1.49%
 Spain	1,005,733 / 1.5%	102,297 / 1.47%

Location by US State

State	Followers	Likes
California	2,529,571 / 3.78%	313,808 / 4.52%
Texas	1,493,361 / 2.23%	142,392 / 2.05%
New York	1,447,646 / 2.17%	123,035 / 1.77%
Florida	1,386,692 / 2.07%	95,386 / 1.37%
Illinois	457,151 / 0.68%	64,973 / 0.94%
Georgia	518,105 / 0.78%	55,298 / 0.8%
Pennsylvania	441,913 / 0.66%	40,088 / 0.58%
Arizona	411,436 / 0.62%	38,706 / 0.56%
Nevada		35,942 / 0.52%
North Carolina	457,151 / 0.68%	
Tennessee	380,959 / 0.57%	
Washington	365,721 / 0.55%	
Michigan	335,244 / 0.5%	

Location by City by Followers

City	Followers
 New York City	975,256 / 1.46%
 Moscow	914,303 / 1.37%
 São Paulo	853,349 / 1.28%
 Los Angeles	838,111 / 1.25%
 London	502,866 / 0.75%
 Mexico City	457,151 / 0.68%
 Santiago	365,721 / 0.55%
 Jakarta	365,721 / 0.55%
 Seoul	350,483 / 0.52%
 Saint Petersburg	350,483 / 0.52%

Location by City by Likes

City	Likes
 Los Angeles	114,743 / 1.65%
 Moscow	81,565 / 1.17%
 New York City	80,183 / 1.15%
 São Paulo	69,119 / 1%
 Mexico City	62,209 / 0.9%
 London	42,852 / 0.62%
 Jakarta	41,470 / 0.6%

Audience Interest Affinity

Interest	Followers	Followers affinity	Likes	Likers affinity
 Friends, Family & Relationships	20,941,809 / 31.33%	1.12	2,266,211 / 32.63%	1.17
 Music	18,557,738 / 27.77%	1.64	2,020,925 / 29.1%	1.71
 Clothes, Shoes, Handbags & Accessories	17,826,296 / 26.67%	1.06	1,887,618 / 27.18%	1.08
 Camera & Photography	17,772,093 / 26.59%	1.20	1,772,972 / 25.53%	1.15
 Toys, Children & Baby	15,496,428 / 23.19%	1.10	1,668,995 / 24.03%	1.14
 Television & Film	17,392,804 / 26.02%	1.46	1,621,003 / 23.34%	1.31
 Restaurants, Food & Grocery	15,631,836 / 23.39%	0.91	1,578,345 / 22.73%	0.89
 Travel, Tourism & Aviation	15,117,140 / 22.62%	1.07	1,554,349 / 22.38%	1.05
 Art & Design	14,954,597 / 22.38%	1.44	1,541,021 / 22.19%	1.43
 Pets	12,435,051 / 18.61%	1.16	1,277,074 / 18.39%	1.15
 Beauty & Cosmetics	12,597,594 / 18.85%	1.17	1,255,745 / 18.08%	1.12
 Coffee, Tea & Beverages	9,292,403 / 13.9%	1.13	1,037,122 / 14.93%	1.21
 Electronics & Computers	11,297,186 / 16.9%	1.14	1,029,128 / 14.82%	1.00
 Sports	11,107,575 / 16.62%	0.94	983,803 / 14.17%	0.80
 Cars & Motorbikes	8,642,232 / 12.93%	0.83	797,170 / 11.48%	0.74

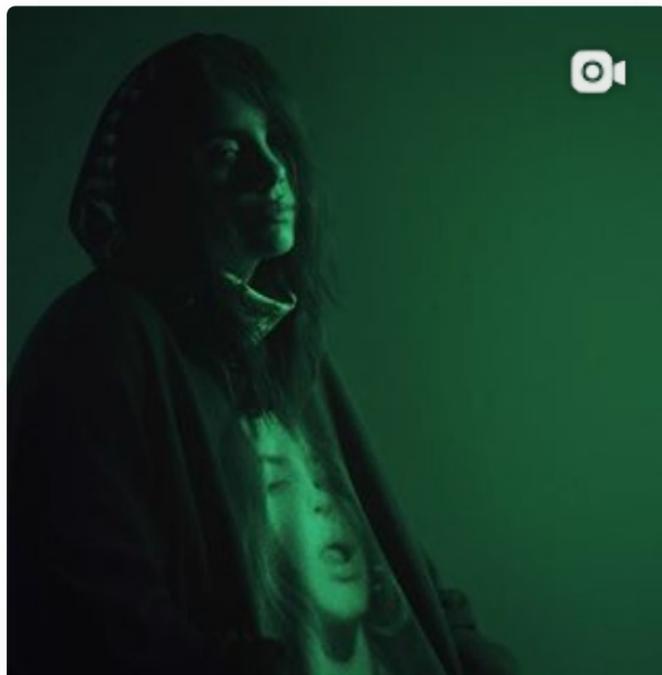
Audience Brand Affinity

Brand	Followers	Followers affinity	Likes	Likers affinity
 Walt Disney	6,312,364 / 9.44%	1.04	794,503 / 11.44%	1.26
 Starbucks	3,874,090 / 5.8%	1.02	525,228 / 7.56%	1.34
 Apple	5,526,719 / 8.27%	0.73	455,908 / 6.56%	0.58
 Nike	2,817,496 / 4.22%	0.81	341,262 / 4.91%	0.94
 Adidas	2,546,614 / 3.81%	0.85	274,609 / 3.95%	0.89
 Vans	2,113,122 / 3.16%	1.75	234,618 / 3.38%	1.87
 Marvel Entertainment	1,598,426 / 2.39%	0.96	194,627 / 2.8%	1.12
 DC Entertainment	1,733,833 / 2.59%	0.66	191,960 / 2.76%	0.71
 Netflix	2,573,682 / 3.85%	1.31	175,965 / 2.53%	0.86
 musical.ly	1,435,883 / 2.15%	1.48	165,297 / 2.38%	1.64
 Polaroid	1,435,883 / 2.15%	2.08	151,969 / 2.19%	2.12
 Pokemon	1,300,408 / 1.95%	0.79	149,302 / 2.15%	0.88
 Star Wars	1,002,391 / 1.5%	0.63	138,641 / 2%	0.84
 Spotify Music	1,300,408 / 1.95%	1.33	133,307 / 1.92%	1.31
 Coachella	1,002,391 / 1.5%	2.37	119,972 / 1.73%	2.73

Influencer Brand Affinity

Brand	Interest
 Apple	 Music
	 Electronics & Computers
 Bershka	 Clothes, Shoes, Handbags & Accessories
 iHeartRadio Music Awards	 Music
 Justin Bieber	 Music
 Mazda	 Cars & Motorbikes
 Netflix	 Television & Film
 Spotify Music	 Music

Sponsored Posts



August 29, 2019 10:02

BERSHKA COLLAB OUT NOW

Likes	Comments
4,183,564	40,664



July 17, 2019 23:37

@MCMWORLDWIDE
#MCMIDENTITIES #MCMAW19

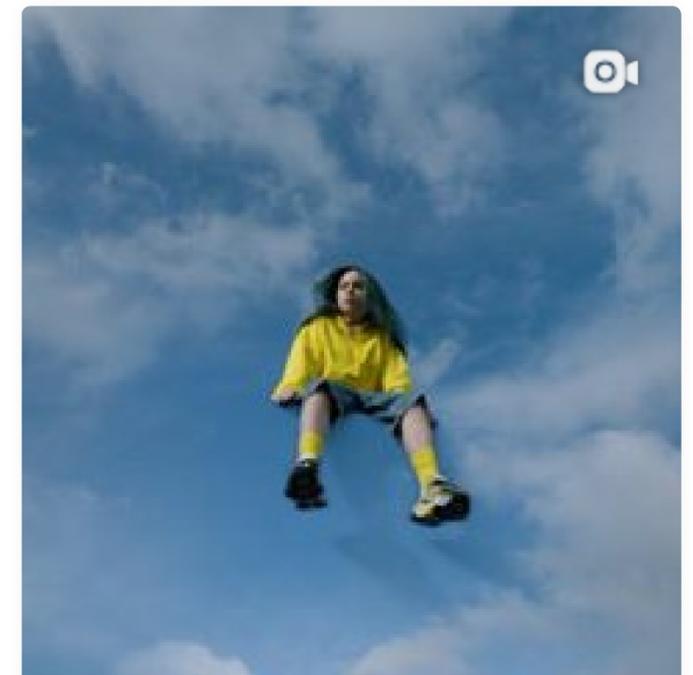
Likes	Comments
3,782,494	26,568



May 9, 2019 23:00

#MYTRUTH #MYCALVINS

Likes	Comments
5,329,296	45,091



May 9, 2019 19:00

#MYTRUTH #MYCALVINS

Likes	Comments
4,838,851	22,573

Popular Posts



January 27, 2020 20:06

FIVE ARE YOU KIDDING

Likes

13,334,550

Comments

195,303



January 10, 2020 19:22

been gone

Likes

12,816,279

Comments

132,398



July 24, 2020 18:22

"my future" out thursday

Likes

11,684,669

Comments

157,339



January 28, 2020 05:02

🙄🙄🙄

Likes

11,667,715

Comments

70,502

Popular Posts



March 29, 2020 17:52

my debut album "when we all fall asleep, where do we go" came out a year ago today 🙄🙄🙄
thank you for changing my life
(heres a new picture from da shoot 🥰)

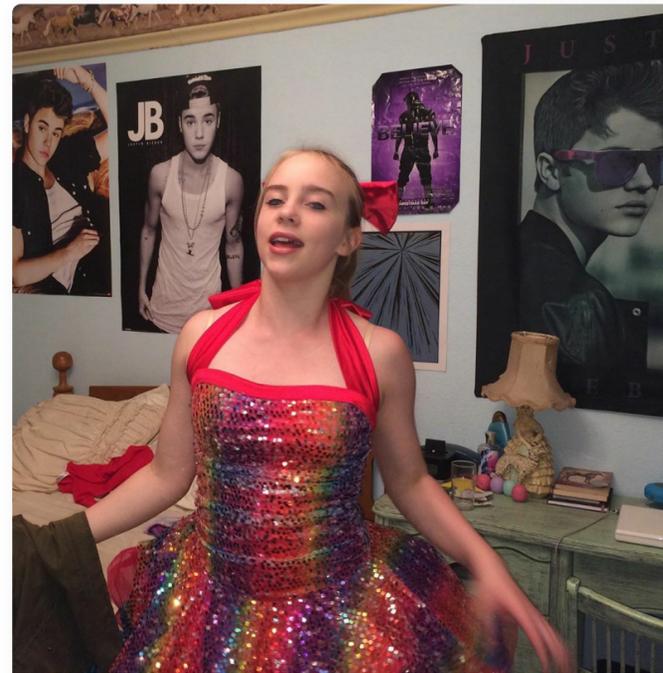
Likes **11,529,384**
Comments **93,756**



April 18, 2020 02:39



Likes **11,473,756**
Comments **96,926**



July 11, 2019 19:11

BAD GUY FEAT. JUSTIN BIEBER
OUT NOWWW OMGFFFFGGG
ANYTHING IS POSSIBLE MAN

Likes **10,865,396**
Comments **116,618**



August 3, 2020 18:19

can't you hear me?

Likes **10,539,376**
Comments **189,762**

EXHIBIT K



Whois Lookup

Discover who owns a domain

iqdata.social

Domains → Whois Lookup → Results

Whois results: iqdata.social is already registered. Want it? Make an offer now.

✕ iqdata.social TAKEN

💰 Make offer

Domain name: iqdata.social
 Registry Domain ID: 94f4f6cda7db4d2b92f293682537941e-DONUTS
 Registrar WHOIS Server: whois.namecheap.com
 Registrar URL: http://www.namecheap.com
 Updated Date: 0001-01-01T00:00:00.00Z
 Creation Date: 2021-05-17T16:23:50.33Z
 Registrar Registration Expiration Date: 2022-05-17T16:23:50.33Z
 Registrar: NAMECHEAP INC
 Registrar IANA ID: 1068
 Registrar Abuse Contact Email: abuse@namecheap.com
 Registrar Abuse Contact Phone: +1.6613102107
 Reseller: NAMECHEAP INC
 Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited
 Registry Registrant ID:
 Registrant Name: Withheld for Privacy Purposes
 Registrant Organization: Privacy service provided by Withheld for Privacy ehf
 Registrant Street: Kalkofnsvegur 2
 Registrant City: Reykjavik
 Registrant State/Province: Capital Region
 Registrant Postal Code: 101
 Registrant Country: IS
 Registrant Phone: +354.4212434
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: 27c3b4abe504489b98a25f268182475b.protect@withheldforprivacy.com
 Registry Admin ID:
 Admin Name: Withheld for Privacy Purposes
 Admin Organization: Privacy service provided by Withheld for Privacy ehf
 Admin Street: Kalkofnsvegur 2
 Admin City: Reykjavik
 Admin State/Province: Capital Region
 Admin Postal Code: 101
 Admin Country: IS
 Admin Phone: +354.4212434
 Admin Phone Ext:
 Admin Fax:
 Admin Fax Ext:
 Admin Email: 27c3b4abe504489b98a25f268182475b.protect@withheldforprivacy.com
 Registry Tech ID:
 Tech Name: Withheld for Privacy Purposes
 Tech Organization: Privacy service provided by Withheld for Privacy ehf
 Tech Street: Kalkofnsvegur 2
 Tech City: Reykjavik
 Tech State/Province: Capital Region
 Tech Postal Code: 101
 Tech Country: IS
 Tech Phone: +354.4212434
 Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: 27c3b4abe504489b98a25f268182475b.protect@withheldforprivacy.com
 Name Server: ns393.worldnet47.com

URL: <https://www.namecheap.com/domains/whois/result?domain=iqdata.social>

```
Name Server: ns-303.awsdns-17.com
Name Server: ns-949.awsdns-54.net
Name Server: ns-1928.awsdns-49.co.uk
Name Server: ns-1149.awsdns-15.org
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
>>> Last update of WHOIS database: 2021-10-11T00:01:09.93Z <<<
For more information on Whois status codes, please visit https://icann.org/epp
```

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We'll send you news and offers.

[Join](#)



Domains

- Domain Name Search
- Domain Transfer
- New TLDs
- Personal Domain
- Marketplace
- Whois Lookup
- PremiumDNS
- FreeDNS

Hosting

- Shared Hosting
- WordPress Hosting
- Reseller Hosting
- VPS Hosting
- Dedicated Servers
- Private Email Hosting
- Migrate to Namecheap

WordPress

- Shared Hosting
- WordPress Hosting
- Migrate WordPress

Security

- Domain Privacy
- PremiumDNS
- VPN UPDATED
- 2FA
- Public DNS

Transfer to Us TRY ME

- Domain Transfer
- Migrate Hosting
- Migrate WordPress
- Migrate Email

SSL Certificates

- Comodo
- Organization Validation
- Domain Validation
- Extended Validation
- Single Domain
- Wildcard
- Multi-Domain

Resellers

- SSL Certificates
- Reseller Hosting

Promos

Guru Guides

Help Center

- Status Updates
- Knowledgebase
- How-To Videos
- Submit Ticket
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- Report Abuse

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ELECTRONIC FRONTIER FOUNDATION



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Serving customers since 2001.

Payment Options



EXHIBIT L

Contact Us 

Sign Up 



Sign In to your account

Email *

Password *

Remember me for 30 days

Submit

[Forgot password](#)

EXHIBIT M



3150 Porter Drive
Palo Alto, CA 94304-1212

T +1.650.838.4300
F +1.650.838.4350
PerkinsCoie.com

May 20, 2021

Gabriella Gallego

D. +1.650.838.4815
F. +1.650.838.4350

VIA EMAIL

Mariska Supra
Director - Social Data Trading Ltd.
[REDACTED]
18 Anaboom Crescent, Melody,
Hartbeespoort 0216,
Republic of South Africa

Aleksei Poliakov
Beneficial Owner – Social Data Trading Ltd.
[REDACTED]
Apt. 104
25 Borovskoe Highway
Moscow, 119633
Russian Federation

Adhar Singh
Vice President - Social Data Trading Ltd.
[REDACTED]

Social Data Trading Ltd.
7F, MW Tower,
111 Bonham Strand,
Sheung Wan,
Hong Kong

Re: Cease and Desist of Facebook and Instagram - Social Data Trading Ltd.

Mses. Supra, Poliakov, and Singh:

We represent Facebook, Inc., based in Menlo Park, California (“Facebook”). Facebook operates, among other products, Instagram. Facebook has gathered evidence that your service, Social

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May 20, 2021
Page 2

Data, which uses the website socialdata.hk, scrapes user data from Instagram and supplies this data to third parties for a fee. These activities violate Facebook's and Instagram's terms and policies.

Pursuant to the terms of service and privacy policy at socialdata.hk, Social Data Trading Ltd. provides the services at socialdata.hk. Facebook is aware that you previously operated under the name Social Data Ltd., and it revoked your license to access Facebook and Instagram permanently in April 2021. Your current activities constitute unauthorized access to Facebook and Instagram systems.

Facebook demands that you stop your activities immediately.

Facebook takes the protection of the user experience very seriously, and it is committed to keeping its products safe for users to interact and share information. Facebook has developed terms and policies to protect the user experience and facilitate these goals.

Facebook's and Instagram's terms prohibit, among other things:

- Accessing and/or collecting users' content or information through automated means without Facebook's prior express written permission;
- Using or sharing user data without the users' consent;
- Creating accounts for the purpose of misleading others or violating the terms;
- Impairing the intended operation of Facebook and Instagram; and
- Helping or encouraging others to violate Facebook and Instagram's terms or policies.

See Facebook's Terms of Service, <https://www.facebook.com/legal/terms>, and Instagram Terms of Use, <http://instagram.com/about/legal/terms/>.

In addition to breaching the terms of service and interfering with Facebook's business expectations and interests, your activities may violate other federal and state laws. See Computer Fraud and Abuse Act, 18 U.S.C. § 1030; Copyright Act, 17 U.S.C. § 101 *et seq.*; and the California Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502.

Facebook has taken technical steps to deactivate your Facebook and Instagram accounts, and hereby revokes Ms. Supra, Mr. Poliakov, Mr. Singh, and Social Data Trading Ltd.'s limited licenses to access Facebook and Instagram, along with the limited licenses of their affiliates and subsidiaries. **This means that you, your agents, employees, affiliates, or anyone acting on**

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May 20, 2021
Page 3

your behalf (“You” or “Your”) may not access the Facebook or Instagram websites, mobile applications, Platforms, services, or networks for any reason whatsoever. Facebook will treat any further activity by You on its websites, mobile applications, Platforms, services, or networks as intentional and unauthorized access to its protected computer networks.

Please respond to me WITHIN 48 hours confirming that You:

- Have stopped and will not in the future access the Facebook and Instagram websites and/or use Facebook’s and Instagram’s services for any reason whatsoever;
- Have shut down any and all websites you operate that are used to offer services related to Facebook or Instagram, and have removed all advertisements or postings on external websites advertising or describing Your services related to Facebook or Instagram;
- Have preserved and will continue to preserve in the future all information related to the activities described herein;
- Have stopped and will not in the future offer, transfer, market, sell, or offer to sell any services related to Facebook or Instagram;
- Will account for and disgorge any and all revenue earned from Your unauthorized activities related to Facebook or Instagram;
- Have secured all Facebook or Instagram data under Your control and ensured it is no longer accessible;
- Will, following the accounting required below, delete all data obtained from Facebook or Instagram; and
- Will enter into a written agreement memorializing Your commitment to compliance with the demands in this letter.

Along with Your response, You must provide the following information:

- A complete list of each and every product You created that offers insights or analytics about Instagram users or relies in any way on data obtained from Facebook or Instagram;
- A complete accounting of all compensation or revenue received by You in connection with your unauthorized services;

Social Data
May 20, 2021
Page 4

- A detailed description of the methods You used to obtain data from Facebook, Instagram, or any of its affiliate companies;
- A copy of each and every version of any software code You have developed or used to automate access to or scrape data from the Facebook or Instagram websites and/or services, including any libraries, frameworks, or other code, and the source for that code if not Your own development;
- An accounting of any individual or entity who owns any portion of or exercises any control over Social Data Trading Ltd. or Adquantum Trading Ltd; and
- A complete accounting of all Facebook or Instagram data that You obtained from Facebook or Instagram, and a certification that this information has been deleted and destroyed.

If you ignore this letter and continue your current improper conduct, Facebook will take whatever measures it believes are necessary to enforce its rights, maintain the quality of its websites, and protect users' information and privacy.

This letter is not intended by us, and should not be construed by you, as a waiver or relinquishment of any of Facebook's rights or remedies in this matter. Facebook specifically reserves all such rights and remedies whether at law or in equity, under applicable domestic and foreign laws.

Very truly yours,



Gabriella Gallego

cc: privacy@socialdata.hk

EXHIBIT N

From: [REDACTED]
To: [REDACTED]
Subject: RE: Cease and Desist of Facebook and Instagram - Social Data Trading Ltd.
Date: Thursday, June 3, 2021 10:33:00 AM

Dear Mr. Singh:

Thank you for your response. Your letter concedes that you have been collecting data through your provision of the services through these entities.

As requested in Facebook's letter, please provide responses to our inquiries regarding your use, collection, and scraping of Facebook and Instagram user data. Specifically, please provide a complete list of the following:

- Each and every product or service you created, offer, or provide that offers insights or analytics about Instagram users or uses in any way on data obtained from Facebook or Instagram;
- A complete accounting of all compensation or revenue received by you in connection with those products or services;
- A complete accounting of all Facebook or Instagram data that you obtained from Facebook or Instagram or from third parties, including a description of the data and the source from which it was obtained;
- A detailed description of the methods you used to obtain data from Facebook, Instagram, or any of its affiliate companies;
- Identification of all third-parties from whom you procure data from Facebook or Instagram, or about Facebook or Instagram users;
- A copy of each and every version of any software code you have developed or used to collect data from the Facebook or Instagram websites and/or services, including any libraries, frameworks, or other code, and the source for that code;
- An identification of each person or entity that has developed the code used to collect data from Facebook or Instagram;
- An identification of each individual or entity who owns any portion of or exercises any control over Social Data Ltd., Social Data Trading Ltd., Zavarus Ltd., AdQuantum Ltd., or any other corporate entities that have been used to provide the violating services;
- An identification of the individuals and entities you have worked with to provide nominee director services for Social Data Ltd., Social Data Trading Ltd., Zavarus Ltd., or any of the Quantum companies or their predecessor, successor, or affiliate entities; and
- A description of your role, work, and affiliation with the AdQuantum Ltd., AppQuantum Publishing Ltd., PlayQuantum Ltd., AppDaddy, Fitingo, ECPI, family of companies, and any individuals associated with these entities.

Until you have accounted for all of this information and provided it to me, please do not delete or destroy any of the requested data or records.

Apart from this, Facebook disagrees with your argument that *hiQ Labs, Inc. v. LinkedIn* stands for the

proposition that the services you offered do not violate the law; we invite you to provide the basis for your position.

In view of Facebook's cease and desist letter, your license to access the platform remains revoked. We look forward to your prompt response.

Gabriella Gallego | Perkins Coie LLP

ASSOCIATE
3150 Porter Drive
Palo Alto, CA 94304-1212
D. +1.650.838.4815
F. +1.650.838.4350



From: Adhar Singh [REDACTED]
Sent: Saturday, May 22, 2021 4:30 AM
To: Gallego, Gabriella (PAO) [REDACTED]
Subject: Re: Cease and Desist of Facebook and Instagram - Social Data Trading Ltd.

Hello,

Thank you for reaching out.

As per my knowledge, the service that we provided was fully compliant with the relevant legislation and dealt solely with analysing publicly available data. As you may know, in light of the decision in hiQ Labs, Inc. v. LinkedIn Corp, such an activity is not in breach of the laws alleged in your letter (or any laws, for that matter).

Accessing and analysing publicly available information is a fundamental right, whether done by hand on paper or through the assistance of technology.

It would be inappropriate to get involved in any further discussions until you have provided evidence that led you to make such unsubstantiated allegations. It is not Social Data that has to prove its innocence but the party putting forward an allegation that must provide the basis for its allegations.

Kind regards.

On Fri, May 21, 2021 at 7:10 AM Gallego, Gabriella (Perkins Coie) [REDACTED] wrote:

Mses. Supra, Poliakov, and Singh:

Please open, read, and response to the attached letter sent on behalf of Facebook, Inc.

Gabriella Gallego | Perkins Coie LLP

ASSOCIATE
3150 Porter Drive
Palo Alto, CA 94304-1212
D. +1.650.838.4815
F. +1.650.838.4350
[REDACTED]



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