

MOBADWISE LTD

Limassol

Agreement

Terms for Advertisers

The given Agreement is concluded between the Company MOBADWISE LTD registered and conducting activities in the Republic of Cyprus, on the one hand, and You (the "Advertiser", "you", "your") that expressed your will to receive the service for managing advertising campaigns, placing your advertisements on third-party Internet pages and mobile apps and accepted obligations under the Agreement without reservations and to the full extent by following the link "I ACCEPT" under the text of the Agreement, on the other hand, have reached a complete and legally binding agreement as follows:

1. Terms and Definitions

- 1.1. «Account» means the Advertiser's individual Official Webpage access parameters where the Advertiser manages the scope of the Service provided to him, receives information on his Personal Account balance and performs other activities on the Official Website that is relevant to the provision of the Service.
- 1.2. «Advertisement» means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials created by the Advertiser and included in the Application Form.
- 1.3. «Advertiser» means the person entering into the present Agreement by following the link "I ACCEPT" under the text of the Agreement, whose name, address and bank account details are stated by this person directly at registration on the Official Website. Change of the address or the State of registration or activity of the Advertiser shall not constitute the ground for termination or revision of the Agreement, except of cases when legislation of the state of the new registration and activities of the Advertiser prevents the Advertiser from performing obligations under the Agreement.
- 1.4. «Application Form» means the application form completed in the order specified by the MOBADWISE LTD filled in by the Advertiser directly on the Official Website for placing the Advertisement on third-party Internet pages, mobile apps and other online resources. The Application Form is available through the button "Get Push Traffic" and allows to customize targeting, timetable and another specific characteristic of your advertising campaign.
- 1.5. «Online resources» mean web-sites, Internet-pages owned by a Publisher or a third party.
- 1.6. «Official Website» means the website where the Software is published. The official website on the date of the conclusion of the Agreement is <https://mobadwise.com/>.

- 1.7. «Personal Account» means the personal account of the Advertiser in the automated billing system of MOBADWISE LTD where all transactions are recorded by MOBADWISE LTD. The Personal Account is not a settlement account or a bank account.
- 1.8. «MOBADWISE LTD» is the Company MOBADWISE LTD, registered address Limassol, Cyprus which is the owner of the Software.
- 1.9. «MOBADWISE LTD's Reporting System» is an automatic system used by MOBADWISE LTD to evaluate the factual amount of the Services consumed by the User as well as its overall (final) cost.
- 1.10. «Privacy Policy» and «Rules of Service» are documents elaborated by MOBADWISE LTD containing the rules of the Personal Data treatment, prohibited data, and other issues that are published on the Official Website and constitute an integral part of the Agreement.
- 1.11. «Publisher» is an individual or a legal entity that provides Publisher services.
- 1.12. «Publisher Services» mean advertising or another services provided by a Publisher and consists of providing advertising space for placing Advertisements on online-resources owned by the Publisher or on a third -party online-resources with the permission of such a person.
- 1.13. «Selection» is an automated procedure of selection conducted with the use of the Software in the course of which it is determined what website/app/other online resources of the third person is the most relevant to the Application Form and where the Advertisement shall be placed.
- 1.14. «Service» means a service that consists of organizing the process of placement of the Advertiser's Advertisements on online resources of the Publishers with the help of the Software under Application Forms filled in by the Advertiser.
- 1.15. «Software» means the computer program allowing to manage advertising campaigns and place the Advertisements on third-party Internet pages, mobile apps and other online resources by customizing GEO targeting, cost per click, timetable and other functions available for choice in the Application Form.

2. Service

- 2.1. MOBADWISE LTD undertakes to provide the Service to the Advertiser within the term of validity of the Agreement.
- 2.2. MOBADWISE LTD requires that any Advertiser must be 18 or older to use the Service. If the Advertiser is under this age, it is required to provide written permission from its parents or other representatives in law to use the service. Such permission can be sent via email contact@mobadwise.com. Without such written permission any Advertiser under age of 18 years old will not be permitted to use the Service.

- 2.3. The Advertiser acknowledges that provision of the Service will be executed online via the Internet global network. The Software and/or its components shall not be installed on any servers or any other computer devices belonging or controlled to/by the Advertiser except for auxiliary files ensuring identification of the Advertiser or coordinating interoperability of the equipment of the Advertiser and the Software.
- 2.4. To avoid apprehensions the Parties reaffirm that the Agreement constitutes a service rendering agreement, and the Agreement is concluded based on the principle Software as a service (SaaS), therefore the Advertiser does not possess any rights on the Software (neither vested interests nor non-property rights, or any other rights).

3. Payment Terms. Transactions

3.1. The Advertiser controls its Personal account and ensures a positive balance on the Personal account in an amount sufficient for simultaneous pre-payment for the Services of MOBADWISE LTD, under Advertiser's requests, as well as to cover the costs of MOBADWISE LTD, for purchasing Publisher services except for cases when the Parties have agreed on a different payment procedure for the Service. The Advertiser shall ensure the transaction of the funds to MOBADWISE LTD, for crediting its Personal account.

3.2. The Advertiser's Personal Account is debited when the Advertiser's advertisement is placed on a third-party website or mobile app under his Application Form. The estimated amount (cost) of such payment is calculated on the basis of Selection and displayed for the Advertiser's preliminary, while the Advertiser fills the Application Form. The Advertiser is warned and agrees that the estimated amount doesn't take into account some specific features of Advertiser's initial choice reflected in Application Form such as Advertiser's usage of push-traffic etc. So situations of difference between the estimated cost and the final cost of the Services can take place from time to time. At the expense of the Advertiser MOBADWISE LTD, independently pays for purchasing Publisher services to place Advertiser's Advertisements.

3.3. The currency of funds on the Personal Account is US Dollar. All payments to MOBADWISE LTD, for crediting the Personal Account shall be made in US Dollars. Preliminary conversion of any other currency to US Dollars shall be conducted by the Advertiser, bank or payment system, however in any case MOBADWISE LTD, shall not be liable for such conversion, its correctness, nor shall he bear any expenses occurred in connection with such conversion.

Crediting of the Personal Account is executed in the amount transferred to the bank account of the MOBADWISE LTD. All commissions and fees charged by banks, payment systems or other financial institutions participating in transactions between MOBADWISE LTD, and the Advertiser and (or) securing such transactions are paid by the Advertiser.

3.4. The Personal Account may be credited only by the Advertiser to MOBADWISE LTD, bank account by one of the means stipulated on the Official Website. All payments to MOBADWISE LTD, shall be made with an indication of the Personal Account. All payments made to MOBADWISE LTD, with indication the Personal Account shall be considered as payments made by the Advertiser. The Advertiser undertakes not to disclose the Personal Account to any third parties.

- 3.5. The Personal Account is debited after the completion of the Application Form for the amount previously displayed in the Application Form depending on the advertising campaign characteristics chosen by the Advertiser except for cases when the Parties have agreed on a different payment procedure for the Service.
- 3.6. The final cost of the Services is to be determined after the end of its provision on the basis of MOBADWISE LTD's Reporting System data and is displayed in Advertiser's Personal Account. In case of such a situation the Advertiser shall credit its Personal Account in order to cover the difference between the estimated and the final cost of Services within 7 (seven) calendar days from the date of notifying by MOBADWISE LTD (NET 7). And MOBADWISE LTD is entitled to debit Advertiser's Personal Account for the sum of covering the difference.

If the Advertiser defaults the obligation to cover the difference to the term specified in this paragraph, MOBADWISE LTD is entitled to collect from the Advertiser a penalty fee of 1% (one percent) of the overdue amount for each day of delay by debiting Advertiser's Personal Account.

- 3.7. The Parties confirm their understanding that the Selection results choose the most appropriate Publisher's online resources where the Advertisement shall be placed. Nevertheless, MOBADWISE LTD does not guarantee any specific amount of clicks, reviews and conversions of the Advertisements.
- 3.8. The Parties agree that MOBADWISE LTD's Reporting System data is the only due means to determine the amount of funds subject to crediting or debiting to/from the Personal Account.
- 3.9. The Parties confirm their understanding that, in no event, MOBADWISE LTD may make any cash-out refunds to real settlement accounts of the Advertiser.
- 3.10. If the Advertiser detects the errors in the Advertisement placement, he is entitled to request MOBADWISE LTD to refund him the funds been paid for placement of the relevant Advertisement through crediting the Advertiser's Personal Account. Such a refund may be requested within five (5) calendar days after its detection. The refund is provided only in case of the following errors:
 - a. The placed Advertisement received not normal compared to the usual amount of clicks from the same IP address within one (1) day. In such situation MOBADWISE LTD shall check whether booting bots took place and, if so, accept the refund requested;
 - b. The Advertisement is placed not under targeting characteristics, specified by the Advertiser in the Application Form, due to the Software error.

All commissions of banks and payment systems in connection with such refunds are paid at the Advertiser's expense.

- 3.11. MOBADWISE LTD reserves the right to conduct its own audit to verify whether the relevant error took place. In case MOBADWISE LTD confirms the relevant errors, the refund is made by MOBADWISE LTD through crediting the Advertiser's Personal Account within thirty (30) calendar days after such confirmation.

4. Quality of the Service

4.1. The Parties agree that under the Agreement the Service is rendered under the condition "as is", and MOBADWISE LTD shall not be liable for the Service quality compliance, nor shall MOBADWISE LTD be liable for irregularities in Service rendering, temporary interruptions in the Software operation or lack of access to the Official Website regardless of the reasons for these irregularities, interruptions or lack of access.

4.2. Despite the provisions of clause 4.1. hereof MOBADWISE LTD shall make all possible efforts to ensure the Service provision 24 hours 7 days a week. In the necessity to terminate the Service provision in order to conduct maintenance work or improvement of the Software, the Official Website or other reasons of technical or administrative character MOBADWISE LTD shall aspire to terminate the provision of the Service upon preliminary notice of the Advertiser by any available means.

4.3. The Advertiser shall address the technical support service on the Official Website or by sending a request to MOBADWISE LTD during the entire term of validity of the Agreement. All instructions or requests of the Advertiser to the technical support service shall be sent from the Official Website special section with the use of the Account or via email confirmed by the Advertiser as owned and managed by the Advertiser. In such cases MOBADWISE LTD shall not be liable for execution of any instructions received by the technical support service from such email in particular if later established that instructions had not been sent by the Advertiser or against the actual will of the Advertiser.

4.4. MOBADWISE LTD refuses any liability with respect to quality, security or reliability of the Service, the Advertiser confirms that he/she realizes and accepts this refusal. MOBADWISE LTD does not provide any direct guarantees or promises related to quality, security and reliability of the Service.

MOBADWISE LTD refuses all implied guarantees and declarations including inter alia any guarantees on merchantability, correspondence to any aims, property rights, data accuracy and non- infringement of rights. In case the Advertiser is not satisfied by the Service the Advertiser is entitled to terminate the Service consumption and dissolve the Agreement in accordance with clause 12.1. hereof, and such dissolution is the only and exclusive means of legal protection of the Advertiser.

5. Data Privacy

5.1. The Privacy Policy is published on the Official Website and constitute an integral part of the Agreement.

5.2. All information on MOBADWISE LTD, the Service, the Software and the Official Website that becomes known to the Advertiser is considered confidential.

6. Children's Privacy

The Advertiser represents and warrants that it will not use the Service in connection with children under 16 years of age; or enable the Software to collect any Prohibited Data.

"Prohibited Data" means

- (i) data that the Advertiser knows or should know to be directed or targeted to children or are used by a substantial or disproportionately high ratio of children, where the children are under 16 years of age;
- (ii) data where its use is legally prohibited because consents have not been obtained or because other necessary measures have not been taken.

7. Applications by the Advertiser

7.1. All applications, addresses and decisions of the Advertiser on the amendment of Service provision order provided such amendments are allowed shall be conducted via the Account and related sections and fields on the Official Website.

7.2. The Advertiser shall keep secret and abstain from releasing identification data used for Account management to any third person. All actions conducted via the Account are recognized conducted by the Advertiser, in particular, if such actions entailed debiting the Personal Account or other additional or unforeseen expenses.

8. MOBADWISE LTD's Liability Limitation

8.1. The Parties agreed that legal liability of MOBADWISE LTD is limited as follows: neither MOBADWISE LTD, nor any affiliate companies, branches, employees, shareholders, suppliers, directors or other persons connected to MOBADWISE LTD shall bear any joint liability for the following:

- (i) any loss above the amount equal to the twofold amount of the latest payment of the Advertiser;
- (ii) any specific, accidental, indirect, exemplary or subsequent loss, loss of the possibility to use, loss of profits or loss of data or profit in respect to the Advertiser or any third party in consequence of the use of the Service. Such liability limitation constitutes one of the foundations of the Agreement concluded between MOBADWISE LTD and the Advertiser, in the absence of which the Agreement would not be concluded or the conditions for the Service provision would be different.

The given liability limitation shall be applied regardless of the fact that

- (i) a complaint is filed under the Agreement, civil offence, legal act or any other legal opinion;
- (ii) MOBADWISE LTD is aware or shall be aware of the possibility of such losses;
- (iii) limited legal remedies stipulated in the given section fail their essential purpose.

8.2. Provided that the scale of liability limitation stipulated in clause 8.1 hereof exceeds the minimal scale of liability limitation determined by the applicable legislation, such minimal scale of liability limitation determined by the applicable legislation shall prevail.

8.3. MOBADWISE LTD shall not be held liable for use or provision of inadequate information at registration on the Official Website, and in case such facts of inadequate

information use are established, MOBADWISE LTD is entitled to cease rendering of the Service.

The above-mentioned liability limitation of MOBADWISE LTD shall be extended to the person that provided the inadequate information, as well as to the person whose data was provided (the liability before such person shall be held by the person who provided the information with respect to the other person).

9. Liability of the Advertiser

9.1. The Advertiser shall bear full and unlimited liability for due execution of the obligations under the Agreement including liability for:

- (i) compliance with the Rules of Service, Privacy Policy;
- (ii) self-sufficient and complete execution of payments;
- (iii) activities not specified in the Agreement but able to inflict damages on business reputation of MOBADWISE LTD or otherwise infringe business conditions of MOBADWISE LTD;
- (iv) other damages or losses inflicted on MOBADWISE LTD provided they are directly or indirectly connected with actions or inactions of the Advertiser, or failure to comply with his/her direct or implied obligations.

9.2. Prohibited Content. The Advertiser is fully responsible for the content of the Advertisements it provides through the Application Form. The Advertisements shall not include the prohibited content which include but not limited to:

- (a) advertising, propaganda or calls for exploitation and abuse of minors;
- (b) advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior;
- (c) advertising of high-risk investments, quick enrichment schemes and financial pyramids;
- (d) advertising, propaganda or calls for illegal activity;
- (e) advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs;
- (f) information discrediting the honor, dignity or business reputation of individuals or organizations;
- (g) advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements);
- (h) pornographic materials, print media, images or other items of a pornographic nature;

- (i) magical services (works, services (activities) of hypnotists, psychics, fortune-tellers, spiritists, astrologers, sorcerers, soothsayers, other persons who declare themselves or are considered capable of predicting events, affecting people, the spiritual world, property, and the environment through the use of supernatural abilities or forces, and also training services for these activities;
- (j) advertising, propaganda or calls for using nicotine-containing substances and tobacco products;
- (k) advertising of weapons and explosives;
- (l) advertising, propaganda or calls for using tobacco products;
- (m) a call to join religious groups and participate in religious ceremonies;
- (n) intentional self-harm, mutilation, suicide propaganda;
- (o) the spread of the illicit trade in human organs;
- (p) advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities;
- (q) advertising of goods and services against human rights and freedoms;
- (r) information or publications containing promotion, propaganda the cult of violence and cruelty;
- (s) information, publications that induce violence, cruelty, dangerous actions that could harm the health of individuals, property of the state, organizations or individuals or threaten their safety, and other actions that violate the law;
- (t) publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations;
- (u) criminal or terrorist publications;
- (v) mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs;
- (w) information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs;
- (x) other information, the distribution of which is prohibited by law. Although MOBADWISE LTD is not able to check the content of each Advertisement, it has, in its sole discretion and without any liability, the right to deny any Advertisement that includes or based on any prohibited or illegal content.

9.3. The Advertisements shall be free from any spy- or malicious software and comply with the terms and conditions under this Agreement.

9.4. The Advertiser will defend, indemnify and hold MOBADWISE LTD or its affiliates and representatives harmless from any damages, liabilities, costs, and expenses (including attorneys' fees) resulting from any claim, judgment or proceeding brought by a third party.

10. Force majeure

10.1. The Parties are exempt from liability for partial or entire failure to perform their obligations under the Agreement provided such failure resulted from the impediment of extraordinary nature that occurred after the Agreement had been concluded. Such impediments of extraordinary nature include exclusively the events beyond the control of the Party and the Party is not responsible for their emergence, or is not able to avoid or overcome them, in particular floods, fires, earthquakes, volcanic eruptions, epidemics, tsunami, accidents of anthropogenic nature, national strikes, international agreements prohibiting operations subject to implementation within the framework of the Agreement, actions (inactions) of state institutions and (or) state officials, illegal activities of third persons. The circumstances eliminating liability from the Party include governmental regulations or decrees of state institutions that make compliance with the obligations by the Parties impossible.

10.2. The Party invoking impediment of an extraordinary nature shall inform the other Party in writing within 5 (five) days on such impediment of extraordinary nature and prove its emergence with official documents of the relevant chamber of commerce and industry or another competent institution of the relevant country.

10.3. Provided that any of the above-mentioned in clause 10.1 hereof impediments directly affect fulfillment of obligations in due term stipulated in the Agreement the said term shall be postponed commensurably for the term of the relevant action validity.

11. The Applicable Law and Dispute Resolution

11.1. Under the agreement of the Parties the applicable law shall be the law of England and it shall be applied with respect to:

- a. the Agreement, its validity, amendment and termination;
- b. obligations of the Parties stipulated by the Agreement, as well as those directly not mention in the Agreement but connected to it and presumed in connection with execution of the Agreement;
- c. disagreements and disputes of the Parties in connection with the execution of the Agreement.

11.2. The Parties shall aspire to resolve any disagreement by negotiation and accord. However, be it impossible, on the initiative of the plaintiff any dispute shall be filed for settlement to the Competent Court of the Republic of Cyprus.

12. Termination

12.1. The Advertiser is entitled to refuse to execute the Agreement and to use the Service upon notification of MOBADWISE LTD.

In case the Advertiser withdraws from the Agreement while the balance of his Personal Account is positive, the Advertiser acknowledges that he may not request a refund from MOBADWISE LTD.

12.2. MOBADWISE LTD is entitled to withdraw from the Agreement at any time upon notification of the Advertiser, provided that:

- a. the Advertiser breached conditions of the Agreement, Privacy Policy or the Rules of Service;
- b. the action or inaction of the Advertiser inflicted damage or losses on MOBADWISE LTD;
- c. the Advertiser breached the requirements on non-disclosure of confidential data stipulated in the Agreement;
- d. the Advertiser does not purchase the Services for more than 3 (three) months after the last crediting of its Personal Account. Provided that MOBADWISE LTD withdraws from the Agreement under the conditions stipulated herein,
 - a. Not later than 2 (two) month before the withdrawal from the Agreement MOBADWISE LTD shall notify the Advertiser about this intention via its Personal Account and e-mail mentioned by the Advertiser.
 - b. the Agreement shall be considered terminated after 2 (two) month from the date MOBADWISE LTD notifies the Advertiser about withdrawal from the Agreement.

12.3. MOBADWISE LTD is entitled to withdraw from the Agreement at any time upon notification of the Advertiser, including cases when such withdrawal is not connected with any breaches committed by the Advertiser.