

**General Terms & Conditions Advidi
(Affiliates)**
(version May 2018)

1. Applicability

1.1 The following terms and conditions (hereinafter: "Terms and Conditions") shall apply to any of the Services (as defined below) to be provided to Bang Media Group B.V., a company with limited liability (hereinafter: "Advidi"), incorporated under Dutch law, acting under the trade name Advidi, having its registered place of business at Watertorenplein 8 (1051 PA) Amsterdam, the Netherlands, registered under number 34368707 at the trade register of the Dutch Chamber of Commerce.

1.2 By signing up, registering or otherwise enrolling as an affiliate or publisher of Advidi on Advidi's network, the Affiliate (as defined below), its agents, representatives, employees and any other person acting on its behalf with respect to the use of the Service shall be bound by – and agrees to be bound by – these Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which the Affiliate may purport to apply or which are endorsed upon any correspondence or documents issued by the Affiliate irrespective of their date of communication to Advidi.

1.3 Advidi's registration form on its website constitutes an offer by Advidi for the Affiliate to provide the Services specified herein in accordance with these Terms and Conditions. The Terms and Conditions shall be deemed to be accepted by the Affiliate on the earlier of: (i) the Affiliate completing the registration process on Advidi's website; (ii) the Affiliate placing any Ads within its Medium, or (iii) the Affiliate doing any act consistent with fulfilling the Services, at which point the Agreement shall come into existence.

2. Definitions

2.1 In these Terms and Conditions, the following definitions shall have the following meaning:

"Ads": email content, banner ads, buttons, pop-ups, pop-up, co-registrations, lead generations, hypertext or other links, widgets, works of authorship, jumbo promos, content scripts, add tags, silver bullets, site skins, promotional and other advertising material and any kind of commercially sponsored or related content.

"Advertiser": a legal entity or individual that wishes to engage Advidi and its network for targeting potential visitors in order to generate Conversions and collecting data to optimize an effective advertisement campaign by means of (without limitation) distributing the Ads provided by it to Advidi within Advidi's network through its Affiliates.

"Advidi Statistics": interpretation of collected data, at the sole discretion of Advidi, on the basis of the Data Points and Cake, HasOffers and/or similar tools.

"Affiliate": any legal entity or individual that registered itself/himself/herself as affiliate or publisher of Advidi on Advidi's network and that places Ads within its Medium

"Agreement": the agreement the Affiliate entered into with Advidi in relation to the Services as set out in these Terms and Conditions.

"Artificial Traffic": also known as fraudulent traffic. A collective term for invalid Conversions, which may originate (for example without limitation) from automatic openings, spiders, robots, requests in email or chat rooms, script generators, placing links on websites other than those informed and Clicks which are not generated by a browser or Clicks which are not preceded by an active act of a visitor who wants to reach a specific website.

"Campaign": the advertisement campaign of an Advertiser.

"Click/to Click": the action wherein an Ad is clicked on with the result that the Landing Page is fully loaded.

"Confidential Information": non-public information that either Advidi or an Advertiser marks or otherwise designates as being confidential, or by its nature should be considered confidential including, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software, marketing or promotional activities, or business policies or practices of the disclosing entity.

"Conversion": an action upon which the commercial deal is based; for example, if the commercial deal is: CPM (Cost Per Mille), CPA (Cost Per Action), CPC (Cost Per Click), CPL (Cost Per Lead), CPD (Cost Per Download), CPPU (Cost Per Paying User), CPAU (Cost Per Active User), CPI (Cost Per Install), then conversion is considered respectively: mille, action, click, lead, download, paying user, active user and install.

"Country": the countries/regions specified in the order from the Advertiser where the Campaign shall be advertised.

"Data Point": Tracking Code tailored to the method of Conversion agreed upon with the Advertiser for a specific Campaign, which shall be delivered by the Advertiser to Advidi (server to server) on a continuous and real time basis.

"DOI": double opt-in. A conversion method in which a Lead must be confirmed after initial signup (opt-in).

"Effective Date": the date of registration by the Affiliate on Advidi's website.

"Intellectual Property Rights": all intangible, intellectual, proprietary and industrial property rights, wherever located, including, but not limited to, the following: (a) all trademarks, service marks, trade names and logos; (b) all copyrights, moral rights, and other rights in works of authorship, including images; (c) all patents and patent applications; (d) all designs and ideas; and (e) all other rights covering intangible property recognized in any jurisdiction.

"Landing Page": the Provided URL for the registration page where visitors are able to sign up in combination with the Tracking Code.

“Medium”: any platform, a website, a channel, an application or another medium of the Affiliate.

“Provided URL”: the URL provided by an Advertiser to Advidi which relates to a Campaign and is specific to Advidi.

“Service”: targeting by the Affiliate of potential visitors in order to generate Conversions and collecting data to optimize an effective advertisement campaign by means of (without limitation) distributing within its Medium the Ads received from an Advertiser through Advidi.

“SOI”: single opt-in. A conversion method in which a Lead does not need to be confirmed after initial signup (opt-in).

“Tracking Code”: code provided by Advidi based on the Provided URL, to be embedded onto the Landing Page.

“Traffic”: total network reach.

3. The Services

3.1 An Agreement shall come into force between Advidi and the Affiliate upon its acceptance as an affiliate or publisher within Advidi’s network and shall remain in effect until terminated. Advidi may deny acceptance of any Affiliate for any reason at any time and shall not be obligated to inform the Affiliate of the reason of rejection.

3.2 In order for the Affiliate to perform the Service:

- a) Advidi shall use the Provided URL in order to create the Tracking Code;
- b) Advidi shall generate derivative URLs for the Affiliate (in order to, without limitation, target the Country) (the “Derivative URL”); and
- c) Advidi shall deploy/utilize the Tracking Code for further use of internal real-time statistics for accurate and real-time reconciliation with Advertiser and the Affiliate.

3.3 The Affiliate shall place (links with) the Derivative URL on its Medium. Only an Advertiser shall be responsible for placing and maintaining the Tracking Codes on the proper Landing Pages.

3.4 Advidi has the right to suspend the Service with or without cause at any time; for example, in the event that one of the following situations occurs and for at least the duration of this situation and the duration of its resultant effects:

- a) the Affiliate’s company name, VAT number, address and contact persons are not filled out properly in Advidi’s database.
- b) the registration form is not completed properly and/or submitted by duly authorized representative(s) of the Affiliate.
- c) the Affiliate for whatever reason does not/no longer duly and effectively comply with the code of conduct or the notice of takedown procedure of Advidi.
- d) the Affiliate has not fulfilled any of its obligations under the Agreement.

3.5 Advidi shall monitor and register the Traffic generated on the Mediums.

3.6 Advidi does not provide any guarantee whatsoever regarding the results of any Campaign.

3.7 The Affiliate will be solely responsible for the development, operation, and maintenance of its Medium and for all materials that appear on it. Advidi disclaims any and all liability and responsibility for such matters.

3.8 The Affiliate shall procure that each Campaign shall be localized properly. The Affiliate represents and warrants that the Campaign and the Ads are in accordance with the following minimum requirements: the Campaign and Ads (i) are translated in the correct languages, applicable for the Countries; (ii) are in complete conformity with any and all national and state laws and legislations of the Countries; (iii) are in complete conformity with any and all regulations of any body charged with the enforcement of a (statutory) regulation, including without limitation regulations applied by rating bodies (e.g. ESRB, USK, etc.) (iv) are provided with applicable age rating. The Affiliate shall indemnify Advidi against and hold it harmless from any claim from any third party relating to the aforementioned guarantees and on any other grounds.

3.9 The Service may be modified, amended, changed or terminated by Advidi for practical reasons at any time upon written notice (including email) to the Affiliate. In the event that the Affiliate does not accept the modifications, amendments and/or changes, the Affiliate shall have the right to cease to perform the Service upon immediate notification to Advidi, so that Advidi can pause or terminate the Service.

4. Payment

4.1 Advidi will request conversion statistics from the Advertiser(s) periodically.

4.2 Based on the Advidi Statistics, Advidi will invoice the Services to itself on behalf of the Affiliate, whereby the invoicing and payment terms shall be determined by the designated account manager at Advidi.

4.3 In the event that the Affiliate wishes to dispute the accuracy of an invoice and/or the Advidi Statistics, the Affiliate must notify the dispute to Advidi without delay upon receipt of the disputed invoice but in no event later than within seven (7) days of the date of said invoice. If no disputes are made by the Affiliate regarding an invoice from Advidi within seven (7) days of the date thereof, the invoice will be deemed accepted by the Affiliate.

4.4 No deductions, chargebacks or credits will be accepted by Advidi except with its prior written approval. A fraudulent lead must be sent to Advidi’s network account manager with full evidence proving that the lead, sale, action and/or install are actually. An advertiser has seven (7) days from the invoice date to provide proof of fraud or subpar traffic quality to Advidi when requesting denial of conversions. Upon receipt of these reports, those will be evaluated by Advidi’s network account manager.

5. Term and termination

5.1 The Agreement shall come into force on the Effective Date and shall remain in effect for a term of one (1) year after which it will be extended automatically by consecutive

periods of one (1) year each, unless terminated as per this clause 5.

5.2 The Affiliate shall be entitled to terminate its registration with Advidi or the Agreement with or without cause by written notice to Advidi with a notice period of at least seventy-two (72) hours.

5.3 In the event Advidi informs the Affiliate that an Advertiser elects to pause a Campaign at any time, the Affiliate will procure that the requested pause will take effect within forty-eight (48) hours as from the notification (including by email) from Advidi, unless Advidi specifically instructs the Affiliate otherwise at that time.

5.4 Advidi shall be entitled to terminate the Agreement or suspend the Service (partly, for example regarding one or more Campaigns, or in its entirety) with or without cause by written notice to the Affiliate with immediately effect at any time.

5.5 Upon termination of the Agreement, the Affiliate shall cease to use the Service immediately and delete all links to the Landing Page(s) and delete or expunge from its computer any Confidential Information of Advidi or an Advertiser. For the avoidance of doubt, the Affiliate shall not be entitled to receive any commission on any Conversions made after the termination date, but it will not discharge the Affiliate from its obligations under the surviving provisions of the Agreement, in particular clause 6 (confidentiality and Intellectual Property Rights).

6. Confidentiality and Intellectual Property Rights

6.1 The Affiliate shall keep confidential all Confidential Information from, or received from, Advidi or an Advertiser and the content of any confidential communication with Advidi or an Advertiser in connection with these Services, and shall not disclose such information or communication to any person.

6.2 Clause 6.1 does not apply, if and to the extent that: (i) disclosure is permitted by the Agreement, (ii) disclosure is required by applicable law, (iii) disclosure is made to any court or regulatory or governmental body, as required or reasonably necessary in connection with the relevant party's dealings with a court or regulatory or governmental authority, (iv) disclosure is necessary to enforce the Agreement, or (v) the disclosing party has given its written consent to the disclosure. In the event of disclosure of information pursuant to subparagraphs (ii) and (iii), the disclosing party shall – to the extent reasonably practicable and permitted – consult with the other party as to the contents, form and timing of the disclosure to be made.

6.3 Advidi owns, or has the rights to, all Intellectual Property Rights, knowhow or any other rights connected to Advidi and its services to Advertisers.

6.4 Each Advertiser shall exclusively be responsible for (i) any information, products, materials, elements, artwork, creations, drafts and all other work (*werk* under the Dutch Copyright Act) included in any Ads, the Landing Page(s) or

Advertiser's website and (ii) such work not being offensive or prohibited in any way.

7. Code of conduct and compliance

7.1 At all times, the Affiliate shall comply with Advidi's [code of conduct](#), [privacy policy](#) and [notice and takedown procedure](#), each as may be amended by Advidi from time to time, in a timely and complete manner.

7.2 The Affiliate shall comply with all applicable law and regulations at all times, including applicable law relating to the collection of personal data such as the Dutch General Data Protection Regulation (*Algemene Verordening Gegevens-bescherming*).

7.3 The Affiliate shall procure that none of its Mediums contain false, untrue or misleading information.

7.4 The Affiliate consents to the processing of personal data provided within the organisation of Advidi, whether or not in connection with the Service, to all those people within the organisation of Advidi who may be able to use such information in relation to the Service or in managing the relationship with the Affiliate. The Affiliate also consents to the use of any communication method customarily in use at such time, including but not limited to email and the internet, and to Advidi sending newsletters and other information for marketing purposes.

7.5 Advidi shall be allowed to place cookies at the Landing Page(s) and any Medium. These cookies placed by Advidi are valid for at least thirty (30) days after first visit of a visitor. Advidi has the right to collect data, including but not limited to personal data in anonymous form, but excluding personal data covered under the General Data Protection Regulation (Dutch: *niet zijnde persoonsgegevens in de zin van de Algemene Verordening Gegevensbescherming*). In the event that Advidi does collect personal data under the General Data Protection Regulation, a separate processor's agreement will need to be executed. If the Affiliate places cookies on its Medium, the Affiliate shall obtain all required consents from any user or person to place cookies and/or to process (personal) data or supply personal data to third parties for any purpose.

7.6 Advidi may install multi-level fraud detection to optimize the prevention of Artificial Traffic. When Artificial Traffic is detected by Advidi's fraud detection, the Affiliate will be informed thereof. In the event that the Affiliate detects Artificial Traffic, it must inform Advidi without delay by written notice (including email).

8. Limitation of liability

8.1 In no event will Advidi or any of its subsidiaries, affiliates, partners, licensors or suppliers be liable for any direct, indirect, consequential, punitive, special or incidental damages resulting from, arising out of or in connection with the access, use of, or inability to access or use the Service, even if Advidi has been advised of the possibility of such damages, except to the extent that such damages arise

directly and solely from wilful misconduct or gross negligence on the part of Advidi.

8.2 In no event will Advidi be liable for defects in the Service, interruptions in accessibility to the Service, Landing Page(s) or Advidi Statistics, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components; or for any damage caused by viruses or components of software and/or an Advertiser's website. Advidi shall not be liable for any error in the implementation of the links on an Advertiser's website or for the specified function of the links. Additionally, Advidi has no control over, and shall therefore not be liable for, the acts or omissions of any other affiliates or publishers, whether within or outside its network, or any other third parties. Advidi shall not be liable in any way for any agreements made directly between an Advertiser and any third parties.

8.3 If and to the extent any exclusion or limitation of liability or disclaimer of warranty set out in this clause 8 shall not be allowed under applicable law, such exclusion, limitation or disclaimer will not apply to the Affiliate, but only to the extent it shall not be allowed. In such case, such exclusion, limitation or disclaimer shall be limited to the extent required by applicable law.

8.4 Except to the extent that liability cannot be limited under applicable law, any and all liability of Advidi is limited to the amount paid out, if any, under its liability insurance coverage in the matter concerned. In the event and to the extent that no monies are paid out under its liability insurance for whatever reason, any and all liability of Advidi shall be limited to a maximum amount of € 5,000 (five thousand Euros).

8.5 In any event, a claim on Advidi shall lapse in case Advidi did not receive written notice of such a claim no later than within twelve months after the earlier of (i) termination of the Agreement and (ii) the discovery by the Affiliate of an event or circumstance that gives or may give rise to that claim.

8.6 The Affiliate shall indemnify and hold Advidi, its subsidiaries, and each of their respective officers, directors, partners, members, managers, employees, agents and attorneys harmless from and against all third party claims that arise from or are in any way connected to the Services from the Affiliate, unless such claims result from wilful misconduct or gross negligence by Advidi. This indemnification includes any legal costs.

9. Miscellaneous

9.1 The Affiliate represents and warrants to Advidi that any information provided to Advidi regarding it and its business shall be true, accurate and complete. The Affiliate shall notify Advidi without delay by email of any changes in its information.

9.2 These Terms and Conditions, including Advidi's code of conduct and notice and takedown procedure, may be amended by Advidi at any time. Such amendment shall be

effective upon notification to the Affiliate or publication on Advidi's website. By continuing to provide the Services after such publication or notification, the Affiliate will be deemed to have accepted such amendments.

9.3 If any provision of the Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

9.4 The Affiliate may not assign or pledge its rights or obligations under the Agreement in whole or in part to any third party without the prior written consent of Advidi.

9.5 Any changes to the Agreement proposed by the Affiliate must be mutually agreed upon between Advidi and the Affiliate in writing (including via email) before they have effect.

9.6 A decision by Advidi to not invoke its rights does not constitute a waiver of these rights.

9.7 Nothing in these Terms and Conditions or in the Agreement shall create or be deemed to create a partnership or relationship of employer and employee between Advidi and the Affiliate.

10. Applicable Law

10.1 The legal relationship between Advidi and the Affiliate, these Terms and Conditions and the Agreement shall be exclusively governed by Dutch law.

10.2 In the event of any dispute relating to or arising from the Agreement that cannot be resolved amicably between Advidi and the Affiliate, the dispute shall be exclusively decided by the competent court in Amsterdam, the Netherlands, without prejudice to the right to lodge an appeal.

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