

Terms and conditions

The given Terms and conditions is signed between the Rate My App, on the one hand, and You (the "Advertiser", "you") while you 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. The Contractor is Rate My App, which is the owner of the Software.

1.2. The Advertiser is 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, with the exception 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.

1.3. The Software is 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.

1.4. The Advertisement is 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.

1.5. The Application Form is the application form completed in the order specified by the Contractor 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 other specific characteristic of your advertising campaign.

1.7. The Service is the opportunity provided by the Contractor to the Advertiser on online use of the Software published on the Official Website.

1.8. The Personal Account is the personal account of the Advertiser in the automated billing system of the Contractor where all transactions are recorded by the Contractor. The Personal Account is not a settlement account or a bank account.

1.9. The Account is 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 are relevant to provision of the Service.

1.10. Selection is automated procedure of selection conducted with the use of the Software in the course of which it is determined what website/app/other online resource of the third person is the most relevant to the Application Form and where the Advertisement shall be placed.

1.11. Privacy Policy, Rules of Service and Terms of Service are documents elaborated by the Contractor 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.

1.12. Contractor's Reporting System is an automatic system used by the Contractor to evaluate factual amount of the Services consumed by the User as well as its overall (final) cost.

2. Service

2.1. The Contractor undertakes to provide the Service to the Advertiser within the term of validity of the Agreement.

2.2. 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.

2.3. In order to avoid apprehensions the Parties reaffirm that the Agreement constitutes a service rendering agreement, and the Agreement is concluded on the basis of 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 himself controls his Personal Account and ensures positive balance on the Personal Account that shall be sufficient for debiting the price in order to place its advertisements on third-party Internet pages and mobile apps. The Advertiser shall ensure transaction of the funds to the Contractor 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 estimated cost and final cost of the Services can take place from time to time.

3.3. The currency of funds on the Personal Account is US Dollar. All payments to the Contractor 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 the Contractor 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 Contractor. All commissions and fees charged by banks, payment systems or other financial institutions participating in transactions between the Contractor 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 the Contractor's bank account by one of the means stipulated on the Official Website. All payments to the Contractor shall be made with indication of the Personal Account. All payments made to the Contractor 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.

3.6. Final cost of the Services is to be determined after the end of its provision on the basis of Contractor's Reporting System data and is displayed in Advertiser's Personal Account. In case of such 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 the Contractor (NET 7). And the Contractor 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, the Contractor 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 agree that the Software data is the only due means to determine the amount of funds subject to crediting or debiting to/from the Personal Account.

3.8. The Parties agree that the Contractor'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. If the Advertiser detects the errors in the Advertisement placement, he is entitled to request the Contractor to refund him the funds been paid for placement of the relevant Advertisement through crediting the Advertiser's Personal Account. Such 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 usual amount of clicks from the same IP address within one (1) day. In such situation the Contractor shall check whether booting bots took place and, if so, accept the refund requested;
- b. The Advertisement is placed not in accordance with targeting characteristics, specified by the Advertiser in the Application Form, due to the Software error.

The Contractor reserves the right to conduct its own audit in order to verify whether the relevant error took place. In case the Contractor confirms the relevant errors, the refund is made by the Contractor 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 the Contractor shall not be liable for the Service quality compliance, nor shall the Contractor 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 the Contractor shall make all possible efforts to ensure the Service provision 24 hours 7 days a week. In the necessity to terminate Service provision in order to conduct maintenance work or improvement of the Software, the Official Website or other reasons of technical or administrative character the Contractor shall aspire to terminate provision of the Service upon preliminary notice of the Advertiser by any available means.

4.3. The Advertiser shall address the technical support service by sending a request to the Contractor during the entire term of validity of the Agreement. All instructions or requests of the Advertiser to the technical support service shall be sent with the use of the Account or via email confirmed by the Advertiser as owned and managed by the Advertiser. In such cases the Contractor 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 actual will of the Advertiser.

4.4. The Contractor refuses any liability in respect to quality, security or reliability of the Service, the Advertiser confirms that he/she realizes and accepts this refusal. The Contractor does not provide any direct guarantees or promises related to quality, security and reliability of the Service. The Contractor 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 and Data Processing Addendum constitute an integral part of the Agreement.

5.2. All information on the Contractor, Service, Software that becomes known to the Advertiser is considered confidential.

6. Children's Privacy

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 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; or (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 persons. 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. Contractor's Liability Limitation

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

a) any loss above the amount equal to the twofold amount of the latest payment of the Advertiser;

b) any specific, accidental, indirect, exemplary or subsequent loss, loss of possibility to use, loss of profits or loss of data or profit in respect to the Advertiser or any third party in consequence of use of the

Service. Such liability limitation constitutes one of the foundations of the Agreement concluded between the Contractor 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

1) a complaint is filed in accordance with the Agreement, civil offence, legal act or any other legal opinion;

2) the Contractor is aware or shall be aware of the possibility of such losses;

3) 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. The Contractor 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, the Contractor is entitled to cease rendering of the Service. The above mentioned liability limitation of the Contractor 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 in 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:

a. compliance with the Rules of Service, Privacy Policy and Data Processing Addendum;

b. self-sufficient and complete execution of payments;

c. activities not specified in the Agreement but able to inflict damages on business reputation of the Contractor or otherwise infringe business conditions of the Contractor.

d. other damages or losses inflicted on the Contractor 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 he provides through the Application Form. The Advertisements shall not include the prohibited content which include but not limited to:

- a. Online dating sites offering adult meetings;
- b. Exploitation and sexualization of minors;
- c. High-risk investments, rapid enrichment schemes and financial pyramids;
- d. Promoting illegal activities;
- e. Drugs, digital drugs;
- f. Knowingly false information;
- g. Online pharmaceuticals;
- h. Pornographic and erotic materials;
- i. Magical services;
- j. Nicotine-containing substances and tobacco products;
- k. Weapons and explosives;
- l. Webcasts dating sites, web modeling;
- 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. Escort services;
- q. Goods and services against human rights and freedoms;
- r. Publications containing hostile statements or attacks on an individual or organization based on:
- s. Publications containing a direct or hidden context of threat, harassment and violence;
- t. Hate speech, criminal or terrorist related content;
- u. Mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner;
- v. Content related to hacking into computer systems and programs.

Despite the fact that the Contractor is not able to check the content of each Advertisement, the Advertiser 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 the Contractor 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 impediment of extraordinary nature that occurred after the Agreement had been concluded. Such impediments of extraordinary nature include exclusively the events beyond 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, tsunamis, 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 in 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 execution of the Agreement.

12. Termination

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

12.2. The Contractor 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, Data Processing Addendum or the Rules of Service;
- b. The action or inaction of the Advertiser inflicted damage or losses on the Contractor;
- c. The Advertiser breached the requirements on non-disclosure of confidential data stipulated in the Agreement.

Provided that the Contractor withdraws from the Agreement under the conditions stipulated herein,

- a. The Contractor shall not refund the amounts remaining on the Personal Account.
- b. The Agreement shall be considered terminated from the date the Contractor notifies the Advertiser about withdrawal from the Agreement.

12.3. The Contractor 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.