

# LEADMOB

## GENERAL TERMS AND CONDITIONS

**Effective Date: May 16, 2019**

### 1. INTRODUCTION

Profit Commerce SRL (a company duly incorporated and validly existing under the laws Romania with registry number J40/3782/2019 and registered address at Bucharest, Aleea Barajul Sadului nr. 1, bloc N5, B1.1, fl. 1, apartment 10, camera nr.2, sector 3; hereinafter referred to as **“Company”**) is a digital technology company that connects publishers and advertisers through its owned advertising technology platform (hereinafter referred to as **“LEADMob Platform”**). These General Terms and Conditions (**“Terms”**) govern your access to and use of the LEADMob Platform and its related services available through the Company website or used in connection therewith (collectively, the **“Service”**). The Company is willing to license and allow the use of LEADMob Platform and/or the Service only on the condition that you accept and agree to all of the terms and conditions contained therein.

**BY ACCESS TO LEADMOB PLATFORM AND/OR USING ANY OF THE COMPANYS' SERVICES, AS WELL AS CREATING LEADMOB ACCOUNT ON THE LEADMOB PLATFORM, YOU AGREE TO THESE GENERAL TERMS AND CONDITIONS; PLEASE READ THEM CAREFULLY. SOME OF THE TERMS AND CONDITIONS PROVIDED HEREIN APPLY TO YOU ONLY DEPENDENT ON WHETHER YOU ACT AS A PUBLISHER OR AS AN ADVERTISER. ADDITIONAL TERMS OR SERVICE CONDITIONS MAY APPLY AND BE SHOWN SEPARATELY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE ANY OF THE COMPANY SERVICES.**

These terms constitute the basis of the commercial relationship between the Company and (i) you as a natural person or (ii) you as a legal person (if the Agreement is made by a natural person on behalf of a respective legal person) who is using LEADMob Platform and/or Services.

By accepting these Terms, you acknowledge that you are over 18 years old and have full legal capacity to enter into these Terms.

Please note that the Company reserves the right, at its sole discretion, to change, modify, add or remove parts of these terms, at any time. The Company will notify you about the changes to these terms either by e-mail, your LEADMob Account (if any) or through the Company website. You agree to review these terms periodically to be aware of such modifications and your continued access or use of the website shall be deemed your conclusive acceptance of the modified Terms.

Certain areas of the Company website as defined below (and your access to or use of certain areas or portions of the website or related services) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these terms and terms and conditions posted for a specific area of the website or related services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the website or related service, as applicable.

### 2. DEFINITIONS

**“Advertiser”** means any natural or legal person with whom the Company has entered into the Agreement for the access to LEADMob Platform and provision of Services for the purpose of implementing one or several publicity campaigns and purchasing through the bidding of Ad inventory offered by Publishers and accessible on the LEADMob Platform.

**“Ad inventory”** means different type of advertisements, or amount of ad space, or leads collected through Advertisement Tag and /or recorded to the Advertiser’s crm or other similar system, a Publisher has available to sell to an Advertiser through the bidding process on the LEADMob Platform.

**“Advertiser website”** means any website, mobile application or other product linked with an Advertiser participating in a publicity campaign, present on the LEADMob Platform, and to which a lead may be directed through the advertisement placed on the Publisher website.

**“Advertiser Billing Account”** means a set of billing details and financial information associated with an Advertiser LEADMob Account. Each Advertiser Billing Account’s activity is displayed individually.

**“Advertising Space”** means any platform or other technical solution owned by the Publisher or third parties used to provide advertising or ad inventory.

**“Advertisement Tag”** means a collection of lines of code inserted within the source code of the Publisher website. An Advertisement Tag instructs the lead’s browser to make a request to the Advertiser server in order to display the advertisement object (a banner or otherwise). Several tags may be inserted in a page if it is to contain several Advertising Spaces.

**“Bid”** means virtual marketplace operated on the LEADMob Platform that allows Advertisers and Publishers to buy and sell Ad inventory in real-time.

**“Company Commission”** means the remuneration due to the Company within this Terms.

**“Lead”** means an Internet User having access to Publisher website as a Publisher’s visitor due to Advertisement Tag.

**“LEADMob Platform”** means a technological solution operated via the Company’s website [www.leadmob.io](http://www.leadmob.io) (“Site”) allowing contact and participating in bidding between Advertisers and Publishers.

**“LEADMob Account”** (from time to time also referred to as **“account”** or **“your account”**) means account/ access point used to access LEADMob Platform and /or Services.

**“Publicity Campaign”** means the operations set up by an Advertiser with the aim, notably, of increasing traffic to the Advertiser website, their sales and/or acquiring new customers, the details and parameters of which are set off and available on the LEADMob Platform.

**“Publisher”** means any natural or legal person who has entered into the Agreement with the Company by accessing to LEADMob Platform, in order to commercialize all or part of the Advertising Space on the Publisher’s website(s).

**“Publisher website”** means any website, mobile application or other product owned by Publisher or third parties and containing an Advertising Space.

**“Traffic”** means the collection of clicks and transactions made by Leads on an Advertiser website.

**“User”** or **“You”** means an Advertiser or a Publisher.

## 1. USE

These Terms constitute a binding legal agreement ("**Agreement**" or "EULA") between you and the Company and together with the Exhibit A- Advertiser Agreement, Exhibit B – Publisher Agreement, Privacy Policy, wholly and exclusively govern such relationship. Subject to your compliance with these Terms, the Company grants you a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use LEADMob Platform and the Services (including scripts, software, promo materials etc.).

You may not copy, modify, distribute, sell, or lease any part of LEADMob Platform, nor may you reverse engineer or attempt to extract the source code of that LEADMob Platform or any other software, unless you have explicit written permission. You will not remove, obscure, or alter copyright notice, brand features, or other proprietary rights notices affixed to or contained within LEADMob Platform or the Services, products, site, content and documentation.

The Site is the property of the Company. It is accessible worldwide and is administrated and operated from Bucharest, Romania. Some services may be administered and operated also from various locations outside of the Romania.

## 2. LEADMOB ACCOUNT

To get service access as Publisher and/or Advertiser you need to register a LEADMob Account on the LEADMob Platform. Any natural person with full active legal capacity or any legal person may apply for an LEADMob Account.

The Company reserves the right to accept or reject your LEADMob Account registration request, as well as to add, to edit, remove or reclaim any account (including your submissions) without additional explanation. Furthermore, the Company reserves the right to define the scope of features, services and tools available for your account.

To be registered you shall provide e-mail and create password, and/or other requested information. Password may further be changed in the profile section of the Site. You must provide your real name(s) and full accurate and up-to-date personal and/or company registration information including payment data, if required. You may not create an account for anyone other than yourself without respective authorization. The representative of a legal person making the LEADMob Account on behalf of the legal person must ensure that they have all the necessary rights and powers to do that.

After submitting the registration form, you will receive an email notification with further instructions to confirm your request.

You are entirely responsible for maintaining the confidentiality of the information you hold for your LEADMob Account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

You may not transfer your account to anyone as well as use anyone else's account or password without explicit written permission of the Company. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. You will be held liable for losses due to someone else using your account or password as a result of your failing to keep your account information secure and confidential. In case of any unauthorized use of your account, or any other breach of security, you must notify the company immediately.

In order to verify your account, the Company may ask for sms verification or request additional verification information, such as a copy / scan of your passport, ID card, utilities bills, payment method details.

The sole ownership of multiple accounts is not prohibited.

The Company may immediately block your account at any moment if you engage in fraudulent activity or there is any other reason to terminate your agreement without prior notice. In case the Company finds at its sole discretion that there is a threat that you are engaging in any suspicious activity, you have violated this agreement or it is necessary for security reasons, the Company may temporarily suspend your account until the cause for suspending your account has been eliminated; or if that cannot be eliminated or you refuse or fail to eliminate it, block your account. If your account has been suspended or blocked you are prohibited from access to LEADMob Platform and using the Services. For security reasons the Company may in addition block your access to the entire Site. You agree that the Company will not be liable to you or to any third party for termination of your access to your LEADMob Account and/or the Site as a result of any violation of this agreement by you.

If your account has been previously suspended or blocked, or during the time your account has been temporarily blocked, for any of the above reasons, you may not create another account without express permission from the Company.

### **3. BID AND PAYMENT PROCESS**

Bid is operated on the LEADMob Platform in accordance with the bidding policies and requirements. Advertiser places its query for purchasing of Ad inventory on the LEADMob Platform with a description of a bid price, period of query validity and other specific requirements applicable to Ad inventory. Publisher processes such query and place its offerings based on the bidding parameters implemented on the LEADMob Platform.

Any bidding transactions and any and all rights and obligations within such transactions are arisen solely between Advertisers and Publishers. The Company is not responsible for performance or non - performance of any bidding transactions. The Company may cancel any bidding transaction if we believe the transaction violates these Terms, or if we believe doing so may prevent financial loss. The Company may also cancel any income, bonuses, prepayment, and adjustments as a result of fraudulent or illegal behavior.

All payments will be made based on the results of bidding as determined by tracking system of the LEADMob Platform.

The Company may use different payment service providers to process all financial operations. Information about available payment methods can be found on the Site. You have the right to select any payment service provider available provided your transaction meets all of the criteria set in the terms and conditions for each payment method.

You agree that the Company is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees applied to your account. The Company has the right to change payment service provider(s), account thresholds for receiving and sending money, list of available payment options, reject any financial operations at any time without notifying you.

Users must promptly inform the Company of any and all of the following: loss or theft of the credit card used in relation to the bidding; changes in the expiration date of the credit card; changes in home or billing address; apparent breaches of security with the account, such as loss, theft, unauthorized disclosure or use of an id or password; and any and all other changes pertaining to the credit card account which may affect the ability of the Company to expeditiously obtain payments due to the Company or its billing agent. User agrees that if you ever have overdue payment, the Company may engage in collection efforts to recover such amounts from you. These collection efforts may involve contacting you directly, submitting your information to a collections agency, or legal action. Should you fail to timely pay any amounts owed to the Company, the Company shall be entitled to recover from you, the cost of collections or other legal actions as a result of your non-payment.

Users can have access to some statistics related to bidding via the LEADMob Platform which are provided for informative purposes only. Your account statistics are available on the Platform. Unless there any technical issues, the statistics on your account are updated live. However, you agree that provided statistics are subject to validation by the Company, and are subject to change without prior notice.

You may receive an email notification about any changes and updates in bidding process, as well as changes related with your Account; however, you agree that the Company is not responsible for un-received notification due to technical reasons including receiving emails to the spam folder.

Depending on your location, you may be required to provide certain information for tax purposes. If you are required to submit tax information, you will have to mention this when registering an account. If according to applicable law it is your responsibility to pay or withhold taxes on or from your transactions through the LEADMob Platform, you agree to indemnify and hold the Company harmless from and against any claim arising out of your failure to do so.

The Company performs its tax obligations according to the tax laws of the Romania.

#### **4. OWNERSHIP OF INTELLECTUAL PROPERTY**

The Company retains all right, title and interest in and to its trademarks, service marks, trade names, service names, logos and copyrights, as well as its content and technology worldwide (“**Intellectual Property**”). By entering into these Terms, you acknowledge that such Intellectual Property is the exclusive property of the Company and that all usage of such Intellectual Property and any goodwill established by the use of such Intellectual Property shall inure to the benefit of the Company and that these Terms does not confer any goodwill or other interests in such Intellectual Property to you. You shall not adopt or attempt to register any Intellectual Property that is confusingly similar to the Company’s Intellectual Property. You agree to allow the Company a limited right to use your logo and name on the Site and marketing materials.

Any content as visual or user interfaces, text, graphics, trademarks, logos, computer code, icons, images such as photo’s, videos and art work, sound clips, video clips, data compilations, page layout, underlying code including but not limited to the design, structure, selection, coordination, expression, and arrangement of such content, contained on the Site is owned, controlled or licensed by the Company, and is protected by trade dress, applicable copyright and trademark laws, and various other intellectual property rights and unfair competition laws.

NO PART AND NO CONTENT MAY BE COPIED, REPRODUCED, REPUBLISHED, POSTED, PUBLICLY DISPLAYED, ENCODED, TRANSLATED, DOWNLOADED, DISPLAIED, UPLOADED, PERFORMED TRANSMITTED OR OTHERWISE DISTRIBUTED IN ANY WAY (INCLUDING “MIRRORING” AND SCREENSHOTS) TO ANY OTHER COMPUTER, SERVER, WEB SITE OR OTHER MEDIUM FOR PUBLICATION OR DISTRIBUTION OR FOR ANY COMMERCIAL ENTERPRISE, WITHOUT THE COMPANY EXPRESS PRIOR WRITTEN CONSENT

The Company does not have any control on the content of Advertiser’s or Publisher’s website(s) and for this reason, the Company cannot bear any responsibility regarding breaching of any third party’s Intellectual property rights.

When providing any form of material or information, whether digital or otherwise, (“Content”) to LEADMob Platform or acting as a Publisher or as an Advertiser in accordance with the agreement, you declare and guarantee that you obey the law and to respect the intellectual property rights of others.



Your use of the Service and providing Content is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You declare and guarantee that you do not upload, download, display, perform, transmit, or otherwise distribute any Content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You declare and guarantee that you abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your LEADMob Account. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

You declare and guarantee that you do not upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (c) advertises or otherwise solicits funds or is a solicitation for goods or services. The Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the LEADMob Platform or the Service. The Company reserves the rights and possibility of immediate suspension and/or termination of your account or your access to Site user who is found to have infringed on the rights of the Company or of a third party, or otherwise violated any intellectual property laws or regulations.

To ensure that the Company provides a high quality experience for you and for other users of the Site and the Service, you agree that the Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service.

## **5. TERMINATION**

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the LEADMob Platform and the Site and/or block your future access to the Site if we determine that you have violated these Terms or other agreements or guidelines which may be associated with your use of the Site. You agree that the Company will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms and Conditions by you.

You may terminate your access to the LEADMob Platform at any time by yourself if you no more agree with the Terms by sending a request in your LEADMob Account.

## **6. USER'S LIABILITY AND INDEMNIFICATION**

You are fully responsible for the due performance of your obligations under these Terms and must compensate to the Company any and all damages caused by the non-performance or unsatisfactory performance of your obligations.

You agree to indemnify, hold and defend the Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, clients and partners, harmless from any demands, loss, liability, claims or expenses, made against the Company by any and all third-party claims and liabilities arising out of or related to or arising out of or in connection with your use of the Site, the LEADMob Platform, including any served content or ad inventory that is not provided by the Company, or your breach of any term of these Terms. In case the Company receives from a third party a complaint, legal action or anything similar (hereinafter the "Complaint") according to which you either as a Publisher or Advertiser have breached any of the requirements of the Company, including but not limited to GDPR, anti-fraud policy or the anti-counterfeiting & anti-piracy policy, you undertake to compensate to the Company immediately the actual damages of the Company.

## **7. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER**

USER EXPRESSLY AGREES THAT THE USE OF LEADMOB PLATFORM AND ITS RELATED SERVICES IS AT THE USER'S OWN RISK. THE LEADMOB PLATFORM AND ITS RELATED SERVICES IS AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY OF ITS LICENSORS, EMPLOYEES, AGENTS, CONSULTANTS OR CONTRACTORS, MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH LEADMOB PLATFORM, OR ANY RESULTS OBTAINED THROUGH THE USE THEREOF. THE COMPANY HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ALL INFORMATION PROVIDERS, LICENSORS, AND/OR LICENSEES ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION: ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF THE SITE AND/OR INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH LEADMOB PLATFORM; AND ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME REGULATIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE USER. THIS LIMITED WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS, AND THE USER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY.

THE TOTAL LIABILITY OF THE COMPANY, ITS INFORMATION PROVIDERS, LICENSORS, LICENSEES, EMPLOYEES, AGENTS, CONSULTANTS OR CONTRACTORS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURE OF DELIVERY OF MERCHANDISE OR INFORMATION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR UNLAWFUL USE OF THE COMPANY'S RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID OR OWED BY USER TO THE COMPANY IN THE THREE (3) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. IN NO EVENT WILL THE COMPANY, ITS INFORMATION PROVIDERS, LICENSORS, LICENSEES, EMPLOYEES, AGENTS, CONSULTANTS OR CONTRACTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OR INABILITY TO USE LEADMOB PLATFORM AND/OR THE SITES LINKED TO LEADMOB PLATFORM AND ITS RELATED SERVICES, OR FOR ANY BREACH OF WARRANTY. SOME REGULATIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE USER. THE USER AGREES THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH LEADMOB PLATFORM AND/OR SITES LINKED TO LEADMOB PLATFORM OR ITS RELATED SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE WITH WHOM THE COMPANY CONTRACTS TO OPERATE VARIOUS PORTIONS OF LEADMOB PLATFORM OR ITS RELATED SERVICES AND THOSE TO WHOM THE COMPANY PROVIDES LINKS TO FOR CONTENT, ADVERTISING OR ANY OTHER TYPE OF DATA OR INFORMATION.

## **8. GOVERNING LAW**

These Terms are governed by and interpreted in accordance with the laws of the Romania. Any dispute or difference of any kind arising out of or in connection with this Terms between you and the Company will be settled by way of negotiations. If the negotiations fail you agree to submit your claims against the Company exclusively to county court in Romania. The Company may file an action against you either to county court in Romania or to any other court in compliance with applicable laws.

Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

## **9. FORCE MAJEURE**

Any delay in or failure of performance by either Party under these Terms will not be considered a breach of these Terms and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party including, but not limited to, acts of God, power outages and governmental restrictions.

## **10. SEVERABILITY AND WAIVER**

If any of the provisions of these Terms are held by to be unenforceable by a court or arbitrator, the remaining portions of the Terms will remain in full force and effect. Failure of either Party to require strict performance by the other Party of any provision shall not affect the Party's right to require strict performance thereafter. Waiver by either Party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

## **11. ENTIRE AGREEMENT**

These Terms are the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and terminating all previous communications, representations or agreements, whether written or oral between the parties relating to the services provided hereunder.

## **12. INDEPENDENT CONTRACTORS**

The Parties are independent contractors and not co-venturers. Neither Party shall be deemed to be an employee, agent, or legal representative of the other Party hereto for any purpose and neither Party hereto shall have any right, power or authority to create any obligation or responsibility on behalf of the other Party hereto nor shall this be deemed an exclusive or fiduciary relationship. These general Terms and Conditions will not be construed to create or imply any partnership, agency or joint venture.

## **Exhibit A – ADVERTISER AGREEMENT**

### **GENERAL PROVISIONS**

This Advertiser Agreement constitutes a legally binding agreement ("Agreement" or "Advertiser EULA") between the Advertiser ("Advertiser", "you" and "your"), and the Company and together with the General Terms and Conditions ("Terms"), wholly and exclusively govern such relationship.

The LEADMob Platform as an advertising technology platform allows registered users (Advertisers and Publishers) to participate in Ad inventory bidding. Through the bidding Advertisers upload their queries within established parameters onto LEADMob Platform and bid for publicity campaign aimed



to generating of leads (“Ad inventory”). Publishers’ offerings on Ad inventory will be automatically processed via LEADMob Platform and offered for purchasing in response to a query placed by the Advertiser via the LEADMob Platform. Advertisers pay per Ad inventory offered by the Publisher and processed through the LEADMob Platform and will pay no more than the maximum bid set by the Advertiser within bidding process. Publishers’ offerings on LEADMob Platform are ranked and determined according to the highest bidders. The Ad inventory bidding plays out automatically and independently without any decision making from Advertiser’s side.

## **ADVERTISER ACCOUNT**

After Advertiser’s registration with the Site, Advertiser will be granted access to LEADMob Platform and LEADMob Account (“Advertiser Account”), which shall only be used by Advertiser and for Advertiser’s sole and personal use. Advertisers shall be solely responsible for their account manager’s conduct regarding maintenance of Advertiser’s account and ensuring all information provided is true and correct. Advertiser may log in to the Advertiser Account at any time to update campaigns, settings, or account information. If account user information changes throughout the lifetime of an account, it is Advertiser’s responsibility to obtain login credentials and update the account contact information as needed. Other than the mutually agreed with the Company, Advertiser, under any circumstances, may not authorize others to use Advertiser’s account, and may not assign or otherwise transfer the Advertiser’s account, personal identification numbers or passwords to any other third party. Any such attempted transfer or assignment shall be void and shall constitute a material breach of this Agreement on Advertiser’s part. In addition, Advertisers must promptly inform the Company of any apparent breach of security, such as loss, theft, or unauthorized disclosure or use of Advertiser’s account, personal identification number or password.

Advertiser may suspend or cancel participation in the LEADMob Platform with a one week notice prior to the cancellation. Following such cancellation, Advertiser will be entitled to receive a refund for all amounts not yet charged to account. The Company may cancel Advertiser’s participation in the LEADMob Platform at any time for any or no reason. The Company reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or any related services (including without limitation, the LEADMob Platform), at any time and without prior notice. Advertisers will forfeit any deposited funds if they are terminated due to a breach of the Terms. All unused credits will expire after 6 (six) months since the last login into the system. The Company reserves the right to delete accounts that have been inactive within 6 (six) months.

## **REPRESENTATIONS AND WARRANTIES**

Advertiser represents and warrants that: (i) you are generally familiar with the laws and regulations governing the Internet and you do and you will comply with all applicable laws and regulations including those that may apply to the display of the advertisements on third-party publisher websites and/or applications and your advertisements will not violate any law or regulation, including, but not limited to, laws governing privacy such as GDPR, false or deceptive advertising, sweepstakes, comparative advertising, or trade disparagement; (ii) your publicity campaigns do not and will not (a) contain any misrepresentations or content that is defamatory, (b) violate any rights of privacy or publicity, (c) contain content that is violent, obscene, or offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive, or (d) promote or support gambling; (iii) your publicity campaigns do not and will not infringe any intellectual property or proprietary right of any third party; and (iv) you will not, nor will you authorize third parties to (a) generate fraudulent, automated, or otherwise invalid information, data, or actions related to your publicity campaign; (b) use robots, other automated query tools, computer-generated search requests and/or any other similar results-optimization methods unless authorized by the Company; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice in any country where your advertisements are displayed or served.

Advertiser acknowledges and agrees that their publicity campaigns may appear on any of the Publisher's advertising products or websites. You agree that in using the LEADMob Platform, your publicity campaign(s) will be created and managed by you.

In connection with your use of LEADMob Platform and related Services and to enable the Company to serve your publicity campaign via LEADMob Platform, third-party publisher websites, email and/or applications, you grant the Company and LEADMob Platform an unlimited, non-exclusive, fully-transferable, worldwide, royalty-free, fully-paid right and license to use, reproduce, modify, create derivative works from, distribute, perform, transmit, and display your advertisement campaign in any format, layout or size. The Company and LEADMob Platform disclaim all liability relating to your advertisements and related content. As between the Company/LEADMob Platform and you, you are solely responsible for your advertisements, any services or products offered through your advertisements and any websites that are linked to from your advertisements. Third-party publishers may include, but is not limited to, browser extension, search, domain, email, contextual, and display web content. The Company and LEADMob Platform do not represent or warrant the quality of traffic delivered to Advertiser nor if any contextual ad or how much of a contextual ad will be displayed across the network. Additionally, the format of your advertisement may vary and the Company makes no representations as to the format of your advertisement.

Signing up for LEADMob Platform does not guarantee that any or all of the queries submitted by the Advertiser will be accepted by Publisher or will generate any traffic to Advertiser's website. The Company reserves the right to reject and/or remove any queries or offerings submitted through the LEADMob Platform as well as the right to reject any Advertiser or Publisher for any reason or no reason.

## **FINANCIAL MATTERS**

Using of LEADMob Platform requires payment in advance for all Advertiser accounts. Payments for Ad inventory can be made in one currency only, in USD. Advertisers must initially fund their accounts with at least \$500,00 in United States currency to activate their accounts or other currency minimum cap required to use Platform. Only accounts with positive balances of at least as much as the Advertiser's lowest bid shall remain active in our database and will be allowed to bidding. All accounts that fall below this funding requirement shall be placed on hold, until the account is funded to Advertiser's lowest bid.

Ad inventory budget may be fixed or unlimited. The funds from your balance will be automatically withhold to the benefit of the Publisher collected Ad inventory as a result of processing of the Advertiser's bidding queries. You may set overall and daily limitations on your publicity campaign spending. If your account balance becomes zero, all your publicity campaigns related with your respective billing account shall be immediately paused.

You are entitled to request for a refund in the following cases:

- (i) if there has been an incorrect payment transaction fixed by LEADMob Platform.
- (ii) if you have made a prepayment and you prove that the actions forming the basis of the pricing model of your publicity campaign are based on a Publisher's fraudulent activities (i.e. the artificial increase of actions). In order to detect and prove Publishers' fraudulent activities you undertake to send to the Company a weekly detailed report of sources/websites you consider to be fraudulent. In case the

Publisher's fraudulent activities cannot be clearly identified based on your report, the Company is entitled to request additional proof from you. Advertiser has to make first call to the lead during 2 hours from time it was received. Advertiser has to give detailed feedback about invalid leads during 36 hours from time it was received

(iii) if at the end of the validity of the agreement it appears that you have spent less than you have prepaid. In such a case you are entitled to ask for a refund within 30 days after the termination of the agreement, provided that the amount of your unused balance is at least 100 USD. Before refunding, the Company will have to finalize all not invoiced spending and make necessary adjustments where needed. Your refund will be credited back to the same payment method and same payment account that you used to make your last payment. You may be required to provide additional information or documentation in order for the Company to confirm your identity, before any refund request is processed.

Advertiser agrees to pay all applicable charges to the account with respect to the payment method selected in accordance with billing terms in effect at the time the fee becomes payable. Advertiser understands and agrees that their account will be charged for Ad inventory offered by the Publisher and capable of the Advertiser's requirements as a result of bidding. The Company is not responsible for the maintenance of Advertiser's website. Advertiser account shall be funded through credit card (Visa or Mastercard), wire transfer, Paypal, or other payment methods (upon approval). Advertiser represents, warrants, and covenants that all information provided to enroll as an Advertiser will be accurate, complete and current.

Advertiser agrees to pay all charges to its account in accordance with the Company terms. Advertiser acknowledges that the payment obligation hereunder is based solely on the number of leads generating as a result of publicity campaign and not on Advertiser's ability to convert leads to sales or any other criteria. Advertiser warrants and represents that all payment information provided to the Company will be accurate, complete, and current. If the Company is unable to charge Advertiser's credit card, the Company may, in its sole discretion and with or without notice, suspend, or terminate the Advertiser's participation in the bidding.

In order to participate in bidding Advertiser must keep Advertiser Billing Account active. If it is inactive for a period of 30 consecutive calendar days, it will be marked as dormant. Please be aware that dormant account process applies also to accounts that have been temporally blocked.

Your activity will be controlled by the LEADMob Platform based on your spending as Advertiser. As soon as your account is flagged as dormant, you will get a respective notification by email.

If you re-start using the LEADMob Platform during this process, your account will be immediately marked as active. If your account balance is 0 USD, the LEADMob Platform reserves the right to delete your account only if it has been inactive within 6 (six) months. .

If your account was archived or deleted , you may create a brand new account. Your personal details will once again be available for submission (including site, email address, website URL, application URL).

PLEASE NOTE THAT IN CASE YOU ARE NO LONGER INTERESTED IN USING LEADMOB PLATFORM AND YOU WISH TO AVOID THE DORMANT ACCOUNT PROCESS, YOU MUST DULY TERMINATE YOUR LEGAL RELATIONSHIP WITH THE COMPANY IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS.

## Exhibit B – PUBLISHER AGREEMENT

### GENERAL PROVISIONS

This Publisher Agreement constitutes a legally binding agreement ("Agreement" or "Publisher EULA") between you, the Publisher ("Publisher", "you" and "your"), and the Company and together with the General Terms and Conditions, wholly and exclusively govern such relationship and constitute the basis of the commercial relationship between the Company and you as the Publisher, in order to commercialize all or part of your Advertising Space by displaying one or several publicity campaigns of Advertisers.

The LEADMOB Platform as an advertising technology platform allows registered users (Advertisers and Publishers) to participate in Ad inventory bidding. Through the bidding Advertisers upload their queries within established parameters onto LEADMob Platform and bid for publicity campaign aimed to generating of leads ("Ad inventory"). Publishers' offerings on Ad inventory will be automatically processed via LEADMob Platform and offered for purchasing in response to a query placed by the Advertiser via the LEADMob Platform. Advertisers pay per Ad inventory offered by the Publisher and processed through the LEADMob Platform and will pay no more than the maximum bid set by the Advertiser within bidding process. Publishers' offerings on LEADMob Platform are ranked and determined according to the highest bidders. The Ad inventory bidding plays out automatically and independently without any decision making from Advertiser's side.

### PUBLISHER OBLIGATIONS

**Financial obligation.** As a Publisher you acknowledge that from the funds collected by the Company from the Advertisers for Ad inventory purchasing through the LEADMob Platform the Company's commission will be withhold. The Company commission amounts and the way they are calculated will depend on the prices and calculation methods applied to Advertisers. The Company may charge commission for any bidding transactions.

Your daily earnings that you have earned based on the statistical data shall be added to your billing account statement on the following day. Your final balance will be based on billing account statement records. You fully understand and accept the fact that all payments to you will be based on your balance that is available from billing account statement page.

If at the end of the validity of the agreement it appears that you have on your balance un-invoiced earnings, you may request for the payment thereof within 30 days after the termination of the agreement, provided that the amount of your un-invoiced earnings meet the payment threshold.

Invoice request must be sent in accordance with current regulations, notably regarding whether you are subject to VAT or not.

**Publisher's website.** Publishers are welcome to place the publicity campaigns of the Advertisers on any Publisher's website if it is in compliance with the Advertiser's queries placed on the LEADMob Platform. Publisher must submit a Publisher's websites to get access to the Company for the purposes to process the bidding. By submitting the Publisher's website you allow the Company to use search and optimization bots to crawl your websites without session IDs or arguments that track their path through the website.

You should always test your website to make sure that it appears correctly in different browsers and monitor your website's performance and optimize load times. You must monitor your website for hacking and remove hacked content as soon as it appears.

The Company does not check or control the activity of your website but you should know that your website submission may be rejected or your account may be blocked at any moment without additional review or any prior notification if you engage in fraudulent or illegal activity. In case of any such suspicion the Company may suspend your account.

The Publisher should set up a pixel or another tracking method on the Publisher's website to collect metadata correctly. This is obligatory condition to have possibility to Publisher to submit websites to the LEADMob Platform.

You declare and guarantee that your website is not/does not contain:

- fully or partly not working website
- website without content
- violent content
- hate speech (including content that incites hatred or promotes violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity), harassment, bullying, or similar content that advocates harm against an individual or group
- excessive profanity
- hacking/cracking content
- Illicit drugs and drug paraphernalia content
- any other content that is illegal, promotes illegal activity or infringes on the legal rights of others

After placing the Advertising tag on your website, the Company may perform an initial check of your submission regarding technical quality, and determine if ads can be displayed on your website according to the Advertiser's requirements and the Company's advertisement placement policy. Your website submission may be rejected if it does not meet these conditions.

**Ad inventory.** You agree to process the Advertiser's queries placed through the LEADMob Platform in accordance with the bidding requirements described onto the Site. Your account may require to identify the websites on which you wish to display the Advertiser's publicity campaign aimed to generate leads.

You acknowledge and agree that the Company has the right to request you to stop displaying publicity campaigns on all or some of your website(s). Should you refuse to comply with the Company's request, we have the right to immediately terminate your account with the LEADMob Platform.

You agree that installation of the Advertisement Tags required to display the publicity campaigns on your website is fully under your responsibility. You may remove the Advertisement Tags from your website at any moment without notifying the Company.

Provided that it is within the Advertiser's requirements note that you may use different legal methods to collect Ad inventory, including but not limited to pop-ups, email promotion or newsletters, common advertisement placement on the Publisher's website or the site you don't own by you (in this case you need to get permission from the owner of the site to collect ad inventory), placement Advertisement Tags on video players on a site or application. Using Advertisement Tags inside the banner tags of other networks, ad servers or any other ad exchange system is strictly forbidden. Placing Advertisement Tags in iframes to manipulate the standard behaviour, targeting or delivery of ads is strictly prohibited.

**Publisher responsibility.** You acknowledge yourself to be completely independent from the Company in respect of processing of the Advertiser's queries through the bidding. Consequently, you state and guarantee to the Company that you have proceeded with, or will proceed with, at your own cost and as



your sole responsibility, all the required administrative obligations (e.g. obligations related with social security, taxes and any other applied obligations) and obligations before the Advertisers concerning the activities you perform via the LEADMob Platform.

Furthermore, you agree to conform to all laws and regulations, decrees, orders and standard practice concerning the exercise of your activity or activities, whatever you may be, and to make sure personally that you have obtained all the relative authorizations, administrative or otherwise, required for this. You, as head of publication for your website, carry the sole responsibility for its editorial content.

As a Publisher you must follow our anti-fraud and anti-counterfeiting & anti-piracy policies and other similar requirements provided in this agreement. Either direct or indirect, real or potential, the generation of artificial traffic by an Advertisement Tag that belongs to your account will entail the immediate termination of your agreement and your automatic exclusion from the bidding process without prior notice, your immediate disconnection from the LEADMob Platform, and the immediate, justified deletion of your account with no liability for compensation due from the Company.

If you as a Publisher do not have any of the necessary rights, permits or licenses required for the purchasing of the Ad inventory or the operation of website(s) and/or business activities in the selected countries and you have not notified the Company thereof, the Company may demand that you compensate the actual damages of the Company.

You must compensate to the Company or Advertisers any loss incurred to the Company or Advertisers with your fraudulent or other illegal activity. For compensation the Company may use any of your funds accessible to the Company by making settlements and deductions.

It is important that visitors of your website are not misled in any way and are able to easily distinguish content from ads. This policy prohibits placing ads under misleading headings or titles.

#### CONTACT DETAILS:

Profit Commerce SRL

Romania, Bucharest, Aleea Barajul Sadului nr.1, blocN5, B1.1, fl.1, apartment 10, camera nr.2, sector 3

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