

## **MobiMage Terms and Conditions**

These Terms and Conditions apply to the entire contents of MobiMage website under the domain name <https://mobimage.com/> ("Website") and to any correspondence by email between MobiMage and its group companies ("MobiMage", "us" or "we") and the user/site visitor ("you" or "User"), and shall govern the use of MobiMage websites, applications, products and services, as well as any sale and purchase of Website services therein (herein "Services").

Please read the following terms and conditions carefully before using this Website.

Using this Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this Website.

### **1. DEFINITIONS**

**"Ad Network Terms"** means all terms, conditions, and/or policies applicable to any advertising activities on or in connection with any third-party advertising network which you intend to place advertisements at or have otherwise integrated.

**"User"** shall include employees that you have expressly authorized to use and access the MobiMage Platform through your MobiMage account.

**"Due Diligence Requirements"** means requirements imposed by Law that govern, are related to, or are similar to Anti-Money Laundering (AML), Know Your Customer (KYC), Know Your Business (KYB).

**"Personal account (user account)"** – within the framework of these Terms and Conditions, the user's personal account on the Website, which is available to him after registration on the Website.

**"your Data"** means advertising campaign data or information made available to MobiMage or the MobiMage Platform by or on behalf of you or any User or via use of the MobiMage Platform by you.

### **2. MOBIMAGE' OVERVIEW**

MobiMage and its affiliates provide users with various authorized channel platforms through the Internet, such as Facebook, Google, YouTube, BigoAds, Tiktok and other channel platforms ("Platforms").

### **3. USE OF THIS WEBSITE**

1. You may access most areas of this Website without registering your details with us.

Certain areas of this Website are only available to you if you register.

2. By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

3. The Company may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the current legal notice as it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of this Website.

4. Advertising campaigns through MobiMage Service are managed via Personal Account. Access is granted after registration on the Service and the acceptance of an appropriate service agreement, following payment under the specified agreement.

#### **4. AML/KYC/KYB Policy.**

This section and policies published at the Website confirm MobiMage's commitment to prevent money-laundering and the financing of terrorism in its business practices and transactions. MobiMage has established Know Your Counterparty (KYC) and Know Your Business (KYB) procedures to combat money laundering and the financing of terrorism. These procedures allow us to identify every individual and/or organization that we deal with, to understand the legitimacy of our business relationships and to identify and react to unusual or suspicious activity.

#### **5. FEES & Payment Terms.**

By agreeing to the Terms & Conditions you hereby undertake to pay Fees for the provision of Services either: (i) in advance with the first payment; (ii) by the means of deferred payment. All payments due to MobiMage under these Terms & Conditions shall be made by bank wire transfer in immediately available funds to an account designated by MobiMage, debit cards or credit cards in the currency designated by MobiMage. All prices are in US Dollars and EUR only. You further agree that if your charge is later declined or reversed for any reason, you shall be responsible to MobiMage for the full Fee payment, along with any interest or other charges incurred by MobiMage in connection with the decline or reversal of the credit card charges. MobiMage shall not be liable to you if a transaction is not completed due to any limits on the use of your credit card, debit card or electronic funds transfer due to your agreement with your financial institution or by applicable law, or if a financial institution fails to honor any credit or debit purchase.

You are responsible for any Taxes, and will pay MobiMage for the Services without any reduction for Taxes. If MobiMage is obligated to collect or pay any Taxes, the Taxes will be invoiced to you and you will pay such Taxes to MobiMage, unless you provide MobiMage with a timely and valid tax exemption certificate in respect of those Taxes.

You will provide MobiMage with any applicable tax identification information that MobiMage may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. You will be liable to pay (or reimburse Morheus for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

#### **6. Limitation of Liability.**

1. The User is not provided with guarantees of achieving any goals through the use of the Service. MobiMage shall not be held responsible if the Service does not meet the expectations of the User. IN NO EVENT WILL MOBIMAGE OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS OR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF USE)) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS OR YOUR USE OR INABILITY TO USE THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OR SERVICES MADE AVAILABLE ON THE SITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ANY OF ITS SERVICE PROVIDERS, LICENSORS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH COMPANY IS TO DISCONTINUE YOUR USE OF THE WEBSITE.

2. Responsibility for possible damage caused to the User in connection with the loss of his login and/ or password, as well as for the actions of third parties who have gained access to the Service using the User's login and password, rests entirely with the User.
3. MobiMage is not responsible for the actions of the Platforms.
4. MobiMage is not responsible for the quality of the services provided by the Platforms. All claims regarding the quality of services provided by the Platforms are sent directly to the Platforms.
5. MobiMage is not responsible for changing or terminating the functioning of any advertising platform or resource available through the Service at the time the User accepts this agreement.
6. MobiMage is not responsible for the quality of public communication networks through which access to the Service and / or websites is provided.
7. MobiMage is not responsible for the untimely notification of the User, or failure to notify, if the User specified the wrong phone number or email address during registration, as well as if the phone number or email address of the User has changed and the User has not updated this information in the Personal account.
8. You agree to fully reimburse MobiMage for all fees, fines, losses, claims, and any other costs we may incur that arise within performance of Services under these Terms and Conditions, Content that you publish or upload through the Services, or claims that Content you publish or upload infringes the intellectual property, privacy, or other proprietary rights of others.

## **7. Indemnification**

You hereby agree to defend, indemnify and hold MobiMage harmless, its affiliates and their respective officers, directors, shareholders, employees, contractors, agents, licensors, service providers, successors and assigns from and against any claims, judgments, awards, losses, liabilities, expenses, damages, costs, fines, penalties and fees (including reasonable attorneys' and experts' fees and court costs) (collectively, "Losses") arising out of or relating to (i) your use of the Website or its Content other than as expressly authorized in these Terms and Conditions; (ii) claims arising from your fraud, intentional misconduct, criminal acts or gross negligence. If you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all Losses arising or resulting from that disruption.

## **8. Intellectual property**

By visiting the Website or using any other elements of the Service, the User acknowledges the fact that MobiMage is the owner of all the content of the Website and the corresponding mobile apps, logos, trademarks of MobiMage, trademarks and commercial designations of platforms, as well as other data, results of intellectual activity and means of individualization published and available on the Website are the intellectual property of their owners and are protected by applicable law.

No one has the right to copy, distribute, publicly display or create derivatives of the Website and / or Service, or use any materials belonging to MobiMage, without obtaining the appropriate prior permission from MobiMage.

By using the Service or any other materials owned by MobiMage, the User agrees to comply with all additional instructions of the Website administration on the protection of copyrights, trademarks and other intellectual property rights reflected on the Website and MobiMage mobile apps.