

## TERMS OF SERVICE

**Date: 12/07/2019**

We, Neo Elementum OÜ, incorporated and registered in Estonia, with registration number 14310201, and registered office at Järvevana tee 9, 11314 Tallinn, Estonia, offer seek to solicit a specific service as described below, and are in turn ready to reimburse the contractor according to these terms.

### TERMINOLOGY

In the text below the following terms will have the meanings stated in this section, unless otherwise dictated by context.

“We”, “Us”, etc. - Neo Elementum OÜ, incorporated and registered in the Estonia, with registration number 14310201, and registered office at Järvevana tee 9, 11314 Tallinn, Estonia.

“You”, “Your”, “Web master”, “Contractor”. etc – a person or company with a tax residence outside of Estonia.

“Customer” – Our client, the advertiser, an entity or person that ordered advertisement services from Us, and whose request for advertisement and the details thereof are set in the Insertion Order.

“Service” – advertisement services rendered by You via various Resources based on the specifics of the Insertion Order.

“Insertion Order” (IO) - Our (or the Customer’s and/or associated entities’) assignment for advertising services with connected subject and time period (for promo campaign). Can be accessed via Your Personal account in the System.

“Resources” - the information display channel available to users: a web page, a mobile application, data for obtaining messages via communications networks, etc. in which You arrange for placement of the Promo Materials, Promo Links and/or search for Users, or otherwise incite them to take Target actions.

“Promo Link” - the Internet link determined by Our Customer that leads to Promo Materials, a certain web page, mobile application and any other similar advertising items.

“Promo Materials” – materials of Our client that describe the advertiser and/or the advertised goods (services), presented in text, visual or other form accessible for familiarization by the users.

“Creative” - materials of any type used by You under the Agreement, including, but not limited to, buttons, banners, text-links, pop-ups, pop-unders and text, possible mobile web link, and/or graphic file or file of such other format to be displayed for the purpose of digital marketing.

“System” - means the digital system that records actions of the Parties, counts statistics of advertising services, Target Actions. For the avoidance of doubt, the term also encompasses all parts and subsystems of all Our affiliate entities.

“Personal account” - a closed-off section of the System, designed for facilitating Your actions in the System, tracking the progress of rendered Services and obtaining information under the Agreement;

“Target Actions (aka “Lead”) - the action of the user as it determined in the Order

“Official website” - Our official website at [www.webvork.com](http://www.webvork.com)

“Offer” means this document, an offer to enter into an Agreement.

«Agreement» means the Agreement to provide Us with the Services according to the Insertion orders You receive from Us via the System.

«Balance» register of calculation and aggregated display of the amount of Our monetary obligations to You (positive transactions in the balance Sheet), and Your obligations to Us (negative transactions in the balance Sheet). The balance sheet is not an account of a financial institution, it does not accrue any interest similar to interest on deposits/loans of financial institutions.

«Fraudulent activities» means (by way of example only and without limitation) actual or attempted actions to:

- (a) use, encourage or facilitate others to use optimization services and/or software to fraudulently inflate Target actions or information regarding Target actions;
- (b) generate or facilitate actions that are based on fraudulent or deceptive practices, including the use of robots or other automated tools to generate unintended user actions or encourage or facilitate any illegitimate user actions;
- (c) mislead users to click on the Creative;
- (d) in any way minimize or obstruct the display of any Creative, or edit, modify, filter or change the order of the information contained in any Creative;
- (e) edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by the Customer; or reverse engineer, decompile or disassemble any software components of the digital marketing services provided by the Customer;
- (f) offer or provide any unauthorized incentives (financial or otherwise) to users;
- (g) use blind text links; or
- (h) use unsolicited email or inappropriate newsgroup postings to promote websites.

#### **SUBJECT OF THE AGREEMENT. ACCEPTING THE OFFER**

By accepting this Offer You are entering into the Agreement whereupon You, the Webmaster, undertake to render to Service to Us in accordance with the IO directed to You via our System.

Service under the Agreement means:

- finding Users and motivating them to perform Target actions;
- placement of Creative on Resources;
- placement of Advertising links on Resources;
- other Advertising services defined in the IO.

The specific list of Service to be provided under the Agreement is determined in the IO.

Entering into an Agreement is done by accepting this Offer via concurring actions done in sequence as described below:

- familiarizing Yourself with the terms of the Offer and the Agreement;
- checking the designated field on the Website.

Each subsequent action confirms the previous one. The Agreement is deemed to be entered from the moment of completing all mentioned actions.

Entering into the Agreement means You are familiar with the terms of the Offer and agree with them entirely.

## INSERTION ORDER DETAILS

During the term our Agreement, We may from time to time sign new IOs with You subject to the terms of the Agreement. As applicable, each IO forwarded to You will specify:

- the Volume and pricing model;
- the Unit Price;
- the maximum amount of money to be spent;
- the Commencement Date and End date of the campaign; and
- the identification of the Parties.

Other items that may be included are, but are not limited to, reporting requirements, any special Creative delivery scheduling and specifications concerning ownership of data collected. Revisions to confirmed IOs can be made in writing (which, unless otherwise specified, for purposes of the Agreement, will include paper or e-mail communication) and acknowledged by the other party in the System in writing.

## RESTRICTIONS

By accepting the Offer and entering into an Agreement You agree not to:

(a) store, transmit, distribute, disseminate, publish or post any content in such a way as to breach any applicable law, Our policy or guideline, or to infringe the rights (in particular, the intellectual property rights) of, or restrict or inhibit the access to and enjoyment of the Services by, any other person;

(b) deliberately, recklessly, or maliciously introduce any computer viruses, worms, software bombs or similar items on to any Systems, Ours or those belonging to third parties;

(c) share, display or disclose any Creative that may be considered to contain the following content:

- any content that contains or promotes concepts that are hateful or disparaging towards any race, religion, gender, sexual orientation or nationality;
- any content that promotes firearms, bombs and other weapons or how-to guides for any of the above;
- any content that contains false, misleading or deceptive representation (as determined by Us at Our sole discretion);
- any content that contains, promotes or links to indecent, obscene or highly explosive subject matter (as determined by Us at Our sole discretion);
- any content that facilitates or promotes illegal file-sharing (MP3s, copyright protected video, or the equivalent);
- any adult-oriented content, including without limitation to, sexually suggestive content, images containing exposed skin and nudity, dating services, international bride services, and adult merchandise, unless permitted under applicable law and You obtain prior written authorization from Us;
- any content that contains or promotes illegal activities, including without limitation to hacking, phreaking or phishing; or
- any content that has the potential to create liability for Us or cause Us violate the requirements of or to lose the services, in whole or in part, of other Internet service providers;

(d) violate local and/or international legislation and regulations on processing users' personal data;

(e) violate laws and regulations on gambling activities of respective jurisdiction(s) where the advertising services are provided.

## **PRICE, PAYMENTS, TAXES AND COSTS**

### **Reporting.**

The price will be solely based upon the Volume compiled by Our tracking and reporting system. We will provide You with a report on monthly basis, unless otherwise agreed in the IO detailing the Volume in relation to the campaigns. The aforesaid report will be broken out by day and be sent by the 5th of every following month. You agree to accept the Our report as the official basis for measuring the Volume and acknowledge that it shall not be entitled to any further information on the Volume. The You further acknowledge that in some cases, We will need to make adjustments to reported statistics due to specific contractual provisions (e.g., fraudulent activities), statistical errors, or third-party tracking provided by User.

### **Invoices.**

Unless prepayment has been made by (or on behalf of) Us, You will issue the invoices on a monthly basis upon its receipt of the reports aforementioned in Section 4.1. Invoices will be sent to the Our billing address as set forth on the IO and will at a minimum contain the IO number, company name, campaign name and any number or other identifiable reference stated as required for invoicing on the IO. The invoice shall cover only those inventory that meet the criteria specified in the Agreement. You must send the invoices on time, otherwise We shall not bear any liability of late payment on them.

### **Payments**

We shall pay the price in full to You within 30 days after receiving the invoice from You. All amounts payable to You under the Agreement will be paid in Euros or in other agreed currency.

We reserve the right not to pay the price if there is any violations of restriction (see above).

### **Taxes, Costs**

Any taxes imposed on either party to the Agreement by any governmental authority in connection with the execution and performance of the Agreement shall be paid by that party. If any withholding tax is imposed by any relevant tax authority with respect to any sums due to the You hereunder, then such sum will be paid to the You after deducting the amount of such withholding, and We shall pay such withholding tax to the relevant authorities and provide the Web master with a copy of tax receipts thereof.

### **Wire Transfer Fees**

Any commission fees regarding to the money transfer shall be born on the Web master except commission fees from the Customer's side.

### **Referral Program**

Accepting the Offer, You may benefit from a referral program by using Our System. Should you incite other Webmasters to join Our System and accept this Offer, We will issue a reference link for them to use. Any leads generated by these Webmasters will entitle You to an additional referral reward in the amount of 5% of the rewards for their successfully rendered services.

You need to familiarize Yourself with the terms of the Referral Program in Your Personal account and accept them to receive the reference link formed by the System.

Please note that the Referral Program is active for 6 months from the date of registering a Personal account for every Webmaster.

## **WARRANTIES, INDEMNITIES, AND LIMITATION OF LIABILITY**

### **Warranties**

Both Parties hereby represent that they are authorized to enter into the Agreement. Except as expressly set forth in this Offer, neither party makes and each party specifically disclaims any representations or warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose, title and non-infringement, and warranties implied from course of dealing or performance.

### **Your representations**

Accepting the Offer You represent and warrant that You have and will have full power and authority to fulfill all Your obligations hereunder and in doing so You will not breach any existing contractual obligations with third parties and that You are authorized to bind any third parties necessary to create and fulfill the specified obligations.

### **Indemnification**

You agree to hold Us harmless, defend and indemnify Us and Our associated entities, and their respective officers, directors, shareholders, employees, agents and other representatives, against any pending, threatened, resolved or settled third parties claims, liabilities, demands, judgments or causes of action, and costs and expenses related thereto (including reasonable attorneys' fees and costs) (collectively "Claims"), arising out of: (a) Your breach of Your representations, warranties, liabilities or obligations under the Agreement; (b) Your or Your representative's breach of any applicable law; or (c) any gross negligence or willful misconduct of the Web master or its associated entities or any of their respective directors, officers, employees, contractors, agents or other representatives, including any and all violations of personal data processing regulations.

We agree to hold You harmless, defend and indemnify You and Your associated entities, and their respective officers, directors, shareholders, employees, agents and other representatives, against any claim arising out of: (a) any breach of the Agreement on Our part; or (b) Our gross negligence or willful misconduct, or that of Our associated entities or any of their respective directors, officers, employees, contractors, agents or other representatives.

In claiming any indemnification hereunder, the Indemnified Party shall promptly provide the Indemnifying Part with written notice of any Claim which the Indemnified Party believes falls within the scope of the foregoing Sections above. The Indemnified Party may, at its own expense, assist in the defense if it so chooses; provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of such claim and further provided that any non-monetary settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent.

### **Limitation of Liability**

Neither party shall be liable to the other or any third party claimant for any indirect, special, punitive, consequential, or incidental damages, including, lost profits arising out of, or related to the Agreement, however caused and on any theory of liability including but not limited to negligence, even if such party has been advised of the possibility of such damages. In any event, Our total liability to You, or any third party claimant in respect of any losses arising under or in connection with the Agreement or related thereto, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate payment actually made by Us for the Services over the 6 months period to the claim. For the avoidance of doubt, nothing in this Offer and the Agreement hereto excludes or limits either party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful.

## **PERSONAL DATA OF USERS**

In cases where the execution of the Agreement requires the processing of personal data of users, You shall process them with obtaining of the prior consent of the user for processing.

Consent is to be collected for any action or set of actions performed with personal data, including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data, transfer of personal data to the archives. The consent is to be also collected for Us transferring personal data to the providers of services.

The purpose of personal data processing is to facilitate the Users in obtaining various financial services from the providers of such financial services, for which purpose We will be retaining and transferring personal data of said Users to the providers of services.

## **CANCELLATION, TERM AND TERMINATION**

### **Term**

The Agreement shall be effective as of the date of accepting this Offer for a term of 1 year unless earlier terminated in accordance with its terms (the "Initial Term"). If neither You nor We provide a notice of nonrenewal or a notice of proposed extension of the Agreement not more than 30 days prior to the expiration of the initial term, the Agreement will automatically renew, on its existing terms, for one additional year term (the renewal term). The initial term and a renewal term of the Agreement (if any) are referred to collectively herein as the "Term".

### **Termination**

The Agreement may be terminated by the mutual written agreement of the parties. Each party is entitled to terminate the Agreement unilaterally, having notified the other party in writing not less than before 30 (thirty) days. Either party may terminate the Agreement upon its' material breach of the other party hereto if the breaching party fails to cure the breach within 30 days after receiving written notice of such breach from the non-breaching party.

### **Cancellation of the IO. Without Cause**

Unless designated on the IO as non-cancelable, either You or We may cancel the IO, with a 48 hour written notice.

### **Cancellation of the IO. For Cause**

In addition to or in lieu of any other remedy to which We may be entitled under the Agreement or under applicable Law, We may, at Our discretion, without liability or penalty, suspend the fulfillment of or cancel any Insertion Order: (a) if publisher breaches its obligations by violating the same Customer's policy three times (and such policy was provided to You) and receives timely notice of each such breaches (no matter whether You cure such breaches or not); or (b) if the Agreement is terminated due to Your breach or if We have provided You with a notice of breach of the Agreement.

## **CONFIDENTIALITY**

In receiving Confidential Information pursuant to the Agreement, You and We shall (a) use the Confidential Information only to fulfil our obligations pursuant to the Agreement; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the

receiving party's directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.

#### **PRIVACY**

You agree to comply with all applicable privacy laws and Our Privacy Policy available at Our Official Website. We reserve the right to occasionally update this Privacy Policy. All revisions will be posted to the Official Website.

#### **FORCE MAJEURE**

Neither party will be liable for a delay or default in the performance of its respective obligations under the Agreement if such delay or default is caused by the event of force majeure which means an earthquake, typhoon, floods or other acts of God, fire, explosion, action of governmental or military authority, upheaval, riot, war or any other major emergency that is unforeseeable and unavoidable. If an Event of Force Majeure constitutes for a period of five (5) business days, either party has the right to cancel the relevant IO without penalty. However, such cancellation will not alter a party's liability for payments due as at the time that the event of force majeure commenced.

#### **GENERAL**

##### **Notices**

All notices, modifications, instructions, demands, consents, approvals and other communications to be given or delivered under or by reason of the provisions of the Agreement by either party shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) when delivered by an internationally recognized courier service; (c) when sent by email to the contact person specified in the IO; Notices, instructions, demands, consents, approvals and other communications to the parties will be sent to the relevant addresses set forth on the signature page. A party may change its notice address and contact person by giving written notice to the other party. All notices and other communications required or otherwise provided under the Agreement shall be made in English.

##### **Waiver**

No waiver of any of the provisions of the Agreement shall be valid unless in writing signed by the party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance shall be deemed a waiver as to any subsequent breach or failure of performance, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of a party to enforce any provision or to exercise any right or remedy shall not constitute a waiver of such party's rights or the other party's obligations.

##### **Agreed and liquidated damages**

Accepting this Offer, You agree that the fixed amount set as liquidated damages equals 2000 EUR for each of the following cases:

- You are found participating in Fraudulent activities as defined by the Terms;
- You are found in violation of the subsections (a), (c) and (e) of the RESTRICTIONS section of the Terms.

### **Assignment**

Neither You nor We may directly or indirectly assign or otherwise transfer its rights or obligations under the Agreement in whole or in part without the express written consent of the other party. Any assignment or transfer or attempt to assign or transfer of the Agreement or the rights granted herein without the written consent of the other party shall be void.

### **Compliance**

You are obliged to provide the services in accordance with applicable law of the jurisdiction where Services are rendered on Your behalf, explicitly or implicitly in breach of any laws and/or regulations governing gambling activity.

### **Governing Law**

The Agreement You enter into by accepting this Offer, any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

### **Dispute Resolution**

Any dispute arising or in connection with the Agreement will be resolved through friendly consultation between the parties. If no consent is reached on a disputable issue, the party which considers that its rights are violated shall send to the other party written claim, on which the latter is obliged to respond within 10 (ten) days from the claim receipt date.

If the parties fail to resolve the dispute via written claim, any dispute, controversy or claim which may arise out of or in connection with the Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by competent courts located at the place of establishment/residence of the Defendant.

If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement remain in full force and effect.

### **Language**

This Offer is in English and can be translated to other languages at Our discretion. The Agreement is deemed to be executed in English.

### **Validity**

This Offer is valid starting from the date stated at the header of the document and is valid until revised, amended or cancelled by Us.

Our contact details:

Neo Elementum OÜ

Address: Järvevana tee 9, 11314 Tallinn, Estonia

Company number: 14310201

Company type: Private limited Company

Phone: +372 646 46 07

Email: support@neoelementum.com