

## Terms and Conditions

The following Terms and Conditions define the conditions of use of the website <http://www.adbuddiz.com/> (hereinafter “the Website”), edited by SAS PURPLE BRAIN, registered at the Paris RCS under number 534 993 548, whose Head Office is located at 4 rue de Châtillon, 75014 PARIS FRANCE (hereinafter “AdBuddiz”).

These Terms and Conditions can be reviewed at any time by AdBuddiz. In the event of changes, the applicable Terms and Conditions shall be those in force on the date of use. The User is informed of each change one month before its enforcement. If the User refuses to apply the new Terms and Conditions, he may close his/her account within one month following the notification of the change.

No specific conditions shall prevail over the Terms and Conditions herein without explicit and written agreement of AdBuddiz.

### Preamble

AdBuddiz operates a platform available on its Website <http://www.adbuddiz.com/>, allowing Developers to monetize their mobile applications and Advertisers to promote their mobile applications.

The creation of an Account and the use of the services provided by AdBuddiz involve the express acceptance of these Terms and Conditions.

The Terms and Conditions herein can be saved or printed at any time by the Developer. You are highly advised to save and print them either.

No service can be provided by AdBuddiz if you disagree with one or several provisions of these Terms and Conditions.

### Article 1: Definitions

Each term defined hereinafter beginning with a capital letter, whether used in the singular or in the plural, shall have the meaning set forth below:

**Account** means the private area allocated to the Developer where he may log in, in order to register its App and access to the information related to the Income.

**Advertisement** means advertisement published by the Advertiser on the App.

**Advertiser** means a person or a company who wants to promote a mobile application.

**Advertiser’s App** means the Advertiser’s application for which an advertisement is published on the Developer’s App.

**Anomaly** means a repetitive and reproducible default, bug, failure or malfunction, which blocks AdBuddiz's Services.

**App or Developer's App** means the application that the Developer wants to monetize.

**Classification** means the App classification according to the maturity level, defined by the Developer for the App he wants to monetize.

**Developer** means a person or a company who wants to monetize its Apps.

**Income** means the income received by the Developer in consideration of the Installation of an Advertiser's App, when the Installation process has been initiated from the Advertisement published on the Developer's App.

**Installation** means the download and the first run of the Advertiser's App on a smartphone or a tablet.

**Fraud** means the artificial creation of Installations generated through the mechanisms described in article 4.4 herein.

**Inactivity** means the status of an account that has at least one of the characteristics described in article 5.4 herein.

**License** means the SDK license granted by AdBuddiz to the Developer, in accordance with these Terms and Conditions.

**Platform** means the Website operated by AdBuddiz to which Developers need to log in to access the Services.

**Price** means the price paid by the Advertiser for one Installation of its Application further to the Advertisement published in the Developer's App.

**SDK** means the software development kit provided by AdBuddiz to be embedded in the App after its download by the Developer.

**Services** mean all services provided by AdBuddiz through the Platform.

**User** means a person who has installed the Advertiser's App on his/her smartphone or a tablet.

## **Article 2: Description of the Platform**

AdBuddiz operates an intermediation Platform between Developers and Advertisers allowing:

- Developers to market a space dedicated to Advertisement on their Apps; and
- Advertisers to access a list of Apps available for publishing their Advertisements.

Access to the Platform's Services, requires the creation of an Account.

## **Article 3: Creation of an Account**

Access to the Services delivered by AdBuddiz, requires the creation of an Account by the Developer and his acceptance of these Terms and Conditions.

Creation of the Account is confirmed when the Developer has provided all the required information.

The Developer undertakes to provide true, relevant, accurate and complete information.

Developer must specify, when completing invoice information, if the registration is made in his personal name or on behalf of a company or another legal person (If so, Developer must detail his function, the name of the company or legal person, and any legal information related to the company identity, such as the registered number, VAT number, address, director's name, legal status...).

The Developer undertakes to provide immediately if requested by AdBuddiz, all reference document confirming his/her job title.

The Developer who is acting as an individual undertakes to communicate immediately a copy of his ID upon request.

AdBuddiz may close forthwith the Developer's Account if any information provided for the creation of the Account or related to the invoice details, was proved to be untrue.

The Developer undertakes to keep his password strictly confidential.

Any use of the Developer' Account is deemed to have been done by the Developer himself or under his control.

#### **Article 4: Access to Services**

##### 4.1 License Grant

AdBuddiz expressly authorizes the Developer to download the SDK from the Platform, in order to integrate in its App's codes, the electronic files required for publishing the Advertisements.

All intellectual property rights related to the SDK, such as copyrights, trademarks, patents, know-how, design patents and database contents, are and shall remain the sole property of AdBuddiz, by application of the French Intellectual Property Code.

All rights not expressly granted by these Terms and Conditions, shall remain the exclusive property of AdBuddiz.

The Developer shall not, directly, indirectly or with the help of any third party, challenge, harm or infringe any property right referred to in this article.

The Developer shall not decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of the SDK, or allow any third party to do so, except in cases provided by law.

The Developer shall not in any case use the SDK for publishing advertisements of Advertisers who are not registered with AdBuddiz, or use the SDK in any manner not expressly authorised in these Terms and Conditions.

The SDK license granted to the Developer is non-exclusive, non-assignable and non-transferable.

#### 4.2 Publishing of the Advertisements

The Developer is not entitled to select the Advertisers whose Advertisements are published on its Apps. However, the Developer may refuse to publish a specific Advertisement after informing AdBuddiz by email.

The Developer may also ask to limit the Advertisements to Applications which have the same Classification as his own Application.

AdBuddiz shall not publish any immoral Advertisement or which could infringe third party's rights.

#### 4.3 Statistics

Developer can access through his Account to the main indicators related to its Apps monetization, such as the Incomes or CPM. These indicators are for information only. Information delivered with the invoice shall be regarded as the only binding Information.

#### 4.4 Fraud

The Developer shall not generate any Installations himself or ask a relative to do so. Using a software engine and activating Installations without any User is strictly prohibited.

Rewarding Users for interacting with an Advertisement (by clicking, installing...) is absolutely forbidden.

### **Article 5: Developers obligations**

#### 5.1 Undertaking

Developer undertakes to use his Account exclusively according to these Terms and Conditions.

#### 5.2 Third party rights

Developer shall not download the SDK for an App whose content infringes third party rights, is illicit, illegal, pornographic, racist, violent, contrary to standards of good behaviour, or is a glorification or a negation of crimes against humanity.

#### 5.3 Account Suspension

AdBuddiz may suspend the access of the Developer to his Account without notification and at anytime, in case of infringement of article 5.2 here above or in case of fraud as defined in article 4.4 herein.

Suspension of the Account prohibits the publishing of any Advertisement on the Developer's Apps.

No compensation is due to Developer further to the suspension of his Account in accordance with this article 5.3.

#### 5.4 Inactive Account

An account is considered as inactive if it is in one of the following situations:

- no transaction was processed for 12 consecutive months due to the fact that Developer didn't reach the threshold as described in article 6.4
- no transaction was processed for 12 consecutive months due to the fact that Developer didn't enter any valid contact or payment details
- no transaction was processed for 12 consecutive months due to the fact that Developer failed to deliver the ID justification or copy of a registration certificate that was requested by AdBuddiz as described in article 6.4

AdBuddiz may suspend any inactive account without prior notice.

Suspension of the Account prohibits the publishing of any Advertisement on the Developer's Apps.

No income nor compensation is due to Developer further to the suspension of his Inactive Account in accordance with this article 5.4.

## **Article 6: Incomes and Payment**

### 6.1 Price

Price for an Installation exclusively depends on Advertisers and on the result of their bids for purchasing advertisement spaces.

### 6.2 Incomes

Developer is entitled to an Income in consideration of each Installation made by a User, initiated from the Advertisement published on the App.

No Income is due when a User did not complete the installation process.

The Incomes paid to the Developer result from the Price set up by the Advertiser, the number of Installations and the cost supported by AdBuddiz. Developer expressly acknowledges that this cost is likely to change according to the numbers of Installations, the states where the Advertisements are published, the nature of the Advertisements and the objectives defined by the Advertisers.

No Income shall be due in case of Fraud or account Inactivity in accordance with article 5.4.

### 6.3 Self-Billing

The invoice related to the sale by the Developer to AdBuddiz, of advertisement spaces located on its App, is issued directly by AdBuddiz on behalf of the Developer.

To this end, Developer shall communicate to AdBuddiz all required information for allowing him to issue the invoice. When relevant, the Developer will provide AdBuddiz with his international VAT number for benefitting from the reverse charge mechanism.

No payment will be made if invoice information have not been provided to AdBuddiz or are inaccurate. When the provision of inaccurate information has generated additional costs to AdBuddiz, these costs are deducted from the Income paid to the Developer.

A receipted Invoice is sent by e-mail to the Developer together with the payment.

The Developer is solely responsible for complying with his tax obligations and obligations of declaration to State authorities.

#### 6.4 Payment terms

The Developer can access from his Account to the details of the Incomes to be paid and to the Incomes already paid.

Payment of the Income to the Developer is made by AdBuddiz once a month, subject the Income exceeds \$100 on the billing date (hereafter, the "Minimum").

When the Income to be paid is less than the Minimum, its payment is postponed to the following month until the Minimum is reached.

Payment is made 45 days after the end of the month where the Minimum has been reached. For example, if a Developer is due \$120 at the end of January, payment will be made on March 15<sup>th</sup>.

AdBuddiz may require the provision of an ID justification or a copy of a registration certificate - when the Developer is a company - before completing the payment.

No payment can be made when the Developer has closed his Account.

Payment is made by wire, PayPal or other means defined by AdBuddiz, on the bank account whose details have been sent to the Developer.

Subject to any mandatory law provision, payment shall be made in dollars or euros. The applicable exchange rate is the current rate on the date of payment.

AdBuddiz is entitled to ask for new bank account details, when it appears that the reference of the bank account communicated by the Developer relates to an account located in a non-cooperative state or territory.

#### **Article 7: Term**

The Developer may close his Account at any time. Closure of the Account automatically terminates the SDK license referred to in article 4.1 herein.

If the Developer commits a material breach or material default in the performance or observance of its obligations under these Terms and Conditions, and such breach or default is not cured within seven days after delivery by AdBuddiz of a formal notice sent to the email address used for the creation of the Account, AdBuddiz shall be free to close the Account without any legal formality and with immediate effect, without prejudice to any claim for damages AdBuddiz may have against the Developer.

Notwithstanding the provisions set forth in the above paragraph, AdBuddiz may close forthwith the Developer's Account in case of explicit Fraud or Inactivity in accordance with article 5.4.

**Article 8: Consequences of Termination**

The closure of the Account does not give rise to the Developer to any compensation of any kind.

Further to the closure of the Account and subject in case of Fraud or Inactivity, Incomes due to the Developer are paid within 45 days after the end of the current month as soon as they have reached the Minimum.

**Article 9: Guarantees**

The Developer guarantees that it is the legal owner of all the intellectual property rights such as trademark, design patents and copyright, related to his Apps (hereafter the "Guaranteed Rights").

The Developer guarantees that its Apps comply with the current legislation and do not infringe any third party right or morality.

Developer also guarantees that its Apps do not contain, neither hidden defects, nor lack of conformity and have no program such as virus, Trojan horse, spyware or any other program likely to harm AdBuddiz's equipment.

The Developer shall indemnify AdBuddiz, at first request, of any condemnation, expenses and attorneys' fees or cost and indemnity of any kind due to or arising out of infringement by the Developer of any Guaranteed Right or of any claim of any kind related to the Apps, filed by an Advertiser or any third party, resulting in an enforceable condemnation (definitive or not) of AdBuddiz, a settlement agreement or the payment of attorney's fees.

The Developer states and warrants he complies with all his tax and social obligations.

When the Developer is not a company, he/she states and warrants that he/she has other sources of income than the Income referred to in these Terms and Conditions.

**Article 10: Liability**

AdBuddiz is acting exclusively as an intermediary between Developers and Advertisers.

AdBuddiz does not implement any pre-control of the Advertisements content and has no monitoring or supervision duty regarding the content of the Advertisements.

Developer expressly acknowledges that there is no warranty of any kind that by registering to the Platform he will earn any Income and AdBuddiz shall not be held liable if no Income is due to Developer.

In no event shall AdBuddiz be liable for any direct, special, indirect, consequential or contingent damages suffered by Developer, and resulting directly or indirectly from the content of the Advertisement or from the SDK integration.

AdBuddiz shall not be liable in the event of incompatibility between the SDK and the App.

AdBuddiz shall not have liability for any dysfunction of Services resulting from an interruption of Internet for any reason whatsoever or from a failure of its hosting service.

In no event shall AdBuddiz be liable for any dysfunction of Services or for any damage of any kind, resulting directly or indirectly, from a software problem or hardware used by the Developer. No indemnification will be due to the Developer if the User fails to install the Application after clicking on the link published on the Advertisement.

Developer acknowledges AdBuddiz right to temporarily interrupt the access to the Services, when the Platform or any related server requires an update or maintenance operation. AdBuddiz endeavours to limit the inconvenience for Developer by doing its best efforts for limiting the interruption to the minimum term required for implementing the contemplated operation.

In no event shall AdBuddiz total liability to Developer exceed the total Income paid to him regarding the Application that caused the damage.

In no event shall AdBuddiz be liable for any failure to perform its obligations resulting from a case of force majeure, or from any cause beyond its reasonable control such as: natural disaster, war, earthquake, fire, explosion, riots, governmental intervention, flood, and electric or communication network dysfunction.

#### **Article 11: Data Protection**

AdBuddiz may collect personal data related to the Developer in order to provide the Services, for tracking purposes and for fighting fraud. Personal data are collected in accordance with the French Data Protection Act of 6 January 1978 currently in force.

Personal data related to the developer and its users may be transferred out of the European-Union, and to the United-States (In the context of GOOGLE Cloud Platform) in order to provide the Services and for tracking and fighting fraud purposes. Developer acknowledge that GOOGLE subscribed to the Privacy shield Framework.

Developer may refuse, for legitimate reasons, the processing of personal data. Developer may ask to access, modify, rectify or delete his/her personal data, under the conditions set forth in the French Data Protection Act of 6 January 1978 currently in force.

The access right referred to in the above paragraph may be implemented by contacting the customer service at the following address: [contact@adbuddiz.com](mailto:contact@adbuddiz.com).

Personal data are collected when required for the performance of AdBuddiz Services.

AdBuddiz data processing has been registered with the CNIL (National Commission for Information Technologies and Liberties) under number 1844245.

Developers shall comply with all provisions of French Data Protection Laws.

#### **Article 12: Credits**

Developer expressly authorizes AdBuddiz to refer to his App(s) and publish pictures of his App(s), together with his trade name or trademark on the Platform, in order to give examples of partnership.

These references may be removed from the Platform, following any express request by Developer.

**Article 13: Miscellaneous**

AdBuddiz and the Developer are independent. The Developer is neither an employee, a service provider, an agent nor a joint venturer of AdBuddiz for any purpose.

The Developer acknowledges that its main activity is the development of video games and that it has entered into this agreement exclusively regarding the services provided by AdBuddiz. Consequently, it uses the services provided by AdBuddiz through the Platform as a client in order to monetize its Apps. AdBuddiz reserves the right, in its sole discretion, to change and modify these Terms and Conditions. In case of modification, a notification will be sent to the Developer following his first connection to his Account within thirty (30) days after the date of change of the T&Cs. If the Developer does not decide to close his Account further to the modification of the T&Cs, the new version of the Terms and Conditions will be deemed accepted by the Developer.

If any these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

All Article headings in these Terms and Conditions shall be regarded as mere pointers to the intention of the Parties, and shall not consequently affect the interpretation and meaning of the terms under said articles.

Failure of AdBuddiz to invoke the benefit of a provision set forth in these T&Cs, even repeatedly, could not constitute a waiver to any of the articles hereunder.

These Terms and Conditions shall be governed by and construed in accordance with the law of France.

Any question pertaining to the validity, interpretation or performance of this Agreement shall be of the exclusive jurisdiction of the relevant Court of the Paris Court of Appeal (France).