

Last Updated: **October 30th, 2020**

These DSP Rules (“Rules”) is Vimmy B.V. (trade register number: 72255900) with its registered office located at Beechavenue 54, 1119PW, Schiphol-Rijk, Noord-Holland, the Netherlands (“Company”) official proposal to enter into an advertising services contract between the Company and You (“Advertiser”) on the terms set out in the present Rules. Please read these Terms carefully. BY CHECKING THE BOX INDICATING “I ACCEPT THE RULES” OR BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE. In our sole discretion, we may change the Rules or any terms incorporated at any time without notice to you. You should periodically check this page – the last updated version will be as of the date above. IF YOU DO NOT AGREE TO BE BOUND BY THESE RULES, DO NOT ACCESS OR USE THIS SITE.

Terms and Conditions

“Rules” shall mean these rules regulating the procedure for rendering of advertising services and being an integral part of the Contract. The current version of the Rules is available at <https://start-vimmy.com/>

“User” is a natural person or legal entity using the Internet for receiving, transmitting and viewing information as well as for goods and services purchasing or selling.

“Website” is an information resource on the Internet with a unique URL address and representing a complex of interconnected web pages united on subject characteristics and meant for publication of information on the Internet.

“Webmaster” is an individual or legal entity that creates and/or publishes Advertiser’s Ads in the internet at its discretion.

“Company” shall mean Vimmy B.V. (trade register number: 72255900) with its registered office located at Beechavenue 54, 1119PW, Schiphol-Rijk, Noord-Holland, the Netherlands

“Company’s System” (DSP) shall mean the hardware and software complex which provides the Advertiser with an opportunity to independently place, control and access the Statistics Data in respect of the Advertising materials.

“Advertiser” shall mean an individual or legal entity who have entered into the Contract with the Company for the Advertising materials placement through the DSP.

“Web Page” is an independent composite part of a web-site, a separate document on the Internet created on the basis of HTML language, identified by a unique address (URL), containing information (text, graphics, audio and video files).

“Ads” is herein defined as any graphic file and/or any and all accompanying printed, hand written or electronically transferred information containing a transfer code (hypertext link) to the Advertiser’s web-site or application (web-site or application of a lead performance) to be displayed for advertising purposes.

“**Campaign**” the details of the advertising actions: the specifics of the type of Ads, placement of the Ads, cost per action, and the dates during which Ads are to be displayed, and other issues.

“**Internet**” is the worldwide system of connected computer nets.

“**Personal data**” any information relating to an identified or identifiable natural person.

“**Placement Services**” shall mean the advertising services of the Company rendered to the Advertiser via the DSP. The types, content and procedure of the services cost generation shall be specified via DSP.

“**Statistical Data**” shall mean the data on the Advertising materials placed through the DSP, the cost of the Placement Services in the Reporting Period and other data unilaterally established by the Company generated by the Company upon the results of automated check.

1. **Scope; Services**

(a) Services. Vimmy B.V. and its subsidiaries and affiliated companies (collectively, “**us**”, “**we**”, or “**Vimmy**”) provides an advertising platform that will enable its advertising clients (including any advertiser on whose behalf of you are providing Advertisements) (“**you**”, “**your**”, or “**Advertiser**”) to upload and distribute advertising content, including graphics, hyperlinks, text, images, banners, videos and other promotional content (“**Advertisements**”) to website visitors (“**Users**”) on behalf of Advertiser. You may create and manage advertising campaigns (“**Campaigns**”) through Vimmy’s web interface or through offline insertion orders, and Vimmy will deliver the Advertisements on behalf of you to Users who visit websites that contain Vimmy’s proprietary software, tags, other technology or otherwise are contractually within the Vimmy network (the “**Service**”). Your access and use of the Service is governed by this Agreement, [Terms of Site](#), [Privacy Policy](#) and any applicable terms and conditions on the Vimmy website, located at start-vimmy.com (the “**Site**”).

(b) Suspension of the Services. Vimmy reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or portions thereof, without prior notice. You agree that Vimmy will not be liable for any modification, suspension or discontinuance of the Service, or any part thereof. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Vimmy for products, services or otherwise.

2. **Account Registration and Site Terms**

Registration and Site Terms. You must be at least 18 years old to access or use the Service. In order to access and use the Service, you must: (i) register for a client account (“**Account**”) on the Site; (ii) accept this Agreement; and (iii) comply with the Site Terms at <https://start-vimmy.com/terms/> (“**Site Terms**”) and Privacy Policy at <https://start-vimmy.com/privacy-policy/> (“**Privacy Policy**”) and any other relevant terms that Vimmy may publish from time to time. You must keep all information updated, accurate, truthful, and complete at all times. You may access your Account using the user name/password credentials (“**Credentials**”) either provided by Vimmy or as registered by you. You must protect your Account Credentials and you are fully responsible for all use and activity of your Account. If you suspect any improper or unauthorized use of your Account, your Credentials, or any other security breaches, you must contact your Vimmy account manager immediately. You should carefully choose your password and not include any personal or other information that may be easily guessed by another. Any distribution by you of your Credentials may result in termination of your access to the Site or Service. Vimmy has the right to terminate or suspend your access to or use of the Services and

the Site, with or without notice, in the event that you violate the Site Terms or any term of this Agreement.

3. Privacy Policy

Please refer to our [Privacy Policy](#) for information about how Vimmy collects, uses and discloses personal information from its users of the Site.

4. General Terms

4.1 Vimmy provides advertising services and Advertiser shall pay for Services according to the terms and conditions specified in this Rules. Vimmy shall engage Webmasters to place Advertiser's Ads in the internet through push notifications or pop ads at their discretion and provide the Advertiser with the Statistical Data according conditions hereof.

4.2 During the Term, Advertiser grants Vimmy a non-exclusive, transferable, revocable license to use, reproduce, transmit and distribute the Ads solely for promotion purposes in accordance with the campaign details. Advertiser acknowledges Ads provided by the Advertiser may be transferred to and used by Webmasters engaged in the provision of Services for promotion purposes according to this Terms and conditions.

4.3 Vimmy acknowledges that neither he nor Webmasters would use Ads in any manner that breaks a non-exclusive, transferable, revocable license or in violation of conditions of this Agreement.

4.4 Advertiser hereby grants to Vimmy a non-exclusive royalty-free license, during the Term, to use, publicly display and perform, distribute and display the trademarks, including hereinafter referred to as the "Marks" as part of or in connection with promotion and marketing.

4.5 Advertiser agrees and acknowledges that the Vimmy is entitled to provide the Services through Webmasters, subsidiaries of the Vimmy and other third parties.

5. Payments

5.1 General. You will pay Vimmy the fees and other compensation set forth in the applicable Campaign(s) established through Vimmy's Site or through an applicable insertion order(s) executed by you and Vimmy (each, an "***Insertion Order***" or "***IO***"). All fees and charges listed on the Site, an Insertion Order or this Agreement are in United States Dollars ("***USD***"). Vimmy may modify its fee structure including then-current minimum bid levels at any time upon notice to you, which notice shall be communicated either through a posting on the Vimmy website, revised Insertion Order, or via email. Late payments will begin to incur weekly compounding interest of 1% per each week of each late payment amount plus any reasonable expenses, including attorneys' fees and costs incurred in collecting overdue amounts. In case of early payment, 1% discount will be compounded for each week of early payment.

5.2 Pre-payment. You must maintain a positive cash balance in your Account in order to initiate and maintain a Campaign. Your Account may be funded via credit card, wire transfer or other available payment method in DSP. Vimmy reserves the right to restrict access of any aforementioned payment method to you, or place limits on the use of a particular payment method. The minimum starting balance for an Account is \$50 (USD). Charges in connection with the Service will be deducted from your Account balance until the balance is exhausted. If your Account balance is exhausted, your participation, including the continuation of any ongoing

Campaign, will be paused or terminated without notice. You may at any time replenish or add to your Account balance in pre-payment blocks of at least \$50 (USD). You may check your Account balance at any time via the Site. Campaign charges are generally posted to Accounts within 24 hours following the delivery of an Advertisement, but may sometimes take longer depending on the circumstances.

5.3 Campaign Charges; Payment; Click Disputes. All Campaign charges will be calculated solely based upon Vimmy's records. No other measurements or statistics of any kind shall be accepted by Vimmy or have any effect under this Agreement. If you dispute any charge made in connection with a Campaign, you must notify Vimmy in writing within seven (7) days of any such disputed charge ("**Notice**"). Vimmy will review and resolve such disputes in its sole discretion. If you fail to provide Notice, you waive any claim relating to the disputed charge.

5.4 Auto Funding Service. Vimmy offers a service that enables you to fund your Account when it reaches a certain minimum balance (the "**Auto Funding Service**") as a convenience to prevent you from running out of funds and to maintain continuity in its advertising Campaigns. To be approved for the Auto Funding Service, you must provide Vimmy with a signed Auto Funding Service authorization in the form provided by Vimmy. Vimmy's Auto Funding Service authorization form is available in the DSP and may be returned to Vimmy via email to recurring@start-vimmy.com. Vimmy reserves the right (without the obligation) to terminate your participation in the Auto Funding Service after at least 6 months of inactivity.

5.5 Dormant or Inactive Accounts. Subject to applicable law, if there have been no transactions with your Account for at least 6 months (or, if greater, the minimum period allowed by applicable law), then Vimmy reserves the right to deduct a monthly administrative fee of up to \$20 (or the maximum amount allowed by applicable law) to keep your Account open. If, after the period set forth under applicable law, there have been no transactions with your Account and Vimmy cannot reach you at your email address on file, Vimmy may terminate your Account and report and remit the remaining funds as unclaimed property.

5.6 Taxes. You are responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state, or local governmental entity on the Service furnished by Vimmy under this Agreement, except for taxes based on Vimmy's net income, gross revenue, or employment obligations. If Vimmy is obligated by applicable law or regulation to collect and remit any taxes relating to the Service, then Vimmy may deduct the appropriate amount from your Account.

5.7 Pausing or Deleting a Campaign. To avoid future Account charges, you must log on to the Site and follow Account procedures to pause or terminate a Campaign. Until you or Vimmy have paused or terminated your Campaigns, you will be responsible for all charges incurred in connection with your Campaigns, including charges incurred during the twenty-four hour period following such pause or termination in order for such action to take effect. You will also be responsible for all reasonable expenses (including attorneys' fees) incurred by Vimmy in collecting delinquent, withheld or rescinded amounts.

5.8 Refunds.

5.8.1 Refund could be applied only upon written request containing reasons for your refund to support@start-vimmy.com. Buyers and Sellers canceled / terminated / blacklisted by us for violating these DSP Rules and/or other Vimmy Terms and Conditions are not entitled to a refund.

5.8.2 Refund will be made in the amount of unused funds. Amount must be calculated based off Vimmy's reporting system.

5.8.3 Refund shall be applied only to the actual payments made by the Advertiser to Vimmy. All funds credited to the account of the Advertiser within the frame of participation in bonus programs or similar actions of Vimmy are non-refundable in any case and subject to the terms and conditions of such programs.

5.8.4 A refund request will be considered legitimate only if it has been sent from the email used for Advertiser's Account registration.

5.8.5 Advertiser has six (6) months from the last payment date to ask for a refund of the balance remaining on the Advertiser Account if You have remained in compliance with this Agreement. Vimmy according to own conviction, taking into account the previous history of the User while using Vimmy's Services and depending on each individual case, can refund claimed amount to the User or refuse in such refund. Vimmy's resolution is final. Processing fee of 10% will be deducted from the refund.

5.8.6 The refund may be credited back to the same payment method and same account that was used to make the payment.

5.8.7 The refund request will be processed within 10 business days from the date the request was received.

5.8.8 Refund is not acceptable in case the Advertiser breaches terms and conditions of present Agreement or other terms agreed by the parties.

6. Restrictions

6.1 Each Party agrees to not: (a) use or access or attempt to access or use the other Party's Platform, or any part thereof, other than as permitted herein; (b) copy, reproduce, modify, damage, disassemble, decompile, reverse engineer, create derivative works of, or attempt to derive the underlying source code or protocols for, the other Party's Platform or any portion thereof; (c) breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided by the other Party's Platform or interfere with the operation of other the Party's Platform; (d) modify the other Party's tags, programming code or HTML used in connection with delivery or reporting of Ad Units, without the other Party's permission.

6.2 Advertiser agrees that the content of's advertisements materials shall be appropriate and legal, and shall not contain:

6.2.1 infringe the any third party intellectual property rights, rights of privacy, copyright, trademark, patent, or any other rights whatsoever of any third party;

6.2.2 malware, materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software;

6.2.3 materials, that promote violence, racial, national, political, religion intolerance, or advocacy against any individual, group, or organization. The call for change the political system of a sovereign state, participation in terrorist organizations;

6.2.4 materials, that promote drugs, or any related paraphernalia, weapons and other prohibited and illegal goods or services, etc.

6.2.5 pornography, adult or mature content;

6.3 Vimmy reserve right to reject any Ads on their sole discretion if such Ads violate applicable laws, this Agreement, or violate or may violate rights of third party.

7. Rights and obligations of the parties

7.1 The Vimmy shall:

7.1.1 Refrain from using any web link in bad faith or through fraudulent.

7.1.2 Provide the Advertiser with the Statistical Data in accordance with the terms of the present Agreement. The other period of providing with the Statistical data may be set forth in the IO.

7.2 The Vimmy shall be entitled:

7.2.1 Engage third parties for rendering services (work performance) hereunder, including distributors of advertising.

7.3 The Advertiser shall:

7.3.1 Appoint a responsible authorized representative to settle current issues related to rendering of services hereunder.

7.3.2 Timely and in full pay for the Services in accordance with the present Agreement and/or IO.

7.3.3 Timely provide the Vimmy with necessary information and materials consistent with the applicable legislation that are required for fulfillment of the present Agreement.

7.3.4 Immediately inform the Vimmy about all changes connected with previously provided materials and information.

8. Warranties

Each party represents, warrants and covenants throughout the Term to the other that it:

8.1 has the authority to enter into this Agreement, that its execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party, and that the terms and conditions hereof are binding on it;

8.2 each Party represents and warrants that its activities under this Agreement will comply with all Applicable Law.

8.3 The Vimmy does not guarantee nor warrant any particular outcome from the services. This includes the number of leads that can be generated, the conversion rates of any part of the process or the monetary return on investment.

8.4 As computers and other hardware, communication channels and (or) computer programs which belongs to third parties are used, the Parties agree that each Party shall not bear liability hereunder for any delays, interruption, direct or indirect damage or losses due to faults of any electronic or mechanical hardware and (or) computer programs, or caused by any other objective technological reasons, as well as a consequence of actions or inactions of third parties, problems with data transmission or connection, irregularity of electrical power occurred not through a fault of the Parties. Each Party shall timely inform the other about all technical issues that may have an impact on the Services. Each party shall not be liable for any delays, interruption, direct or indirect damage or losses due to such technical issues.

9. Confidential Information

9.1 For the purposes of this Agreement, the term “Confidential Information” means non-public information about the disclosing Party’s business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party that is marked or designated “confidential” or that by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party can establish that it knew prior to receiving such information from the disclosing Party; or (d) the receiving Party can establish that it developed independently without use of the disclosing Party’s Confidential Information. The terms and conditions of this Agreement will be deemed to be the Confidential Information of both Parties.

9.2 Each Party agrees: (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Each Party acknowledges any unauthorized disclosure or unauthorized use of Confidential Information by the receiving Party will cause irreparable harm and loss to the disclosing Party. In the event of any actual or threatened breach of this section by a receiving Party, the disclosing Party shall be entitled to seek injunctive relief prohibiting disclosure of its Confidential Information without the necessity of posting bond and without prejudice to any other legal and equitable rights or remedies. Notwithstanding the foregoing, each Party may disclose Confidential Information: (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (providing, however, that the receiving Party provides the disclosing Party with as much as advance notice of the intended disclosure as is reasonably possible under the circumstances and cooperates reasonably, at the disclosing Party’s expense, with the disclosing Party’s efforts to secure a suitable protective order); or (b) on a “need-to-know” basis to its authorized contractors and service providers who require such information in connection with the Party’s performance of its obligations or exercise of its rights under this Agreement, provided that such persons are bound by written or fiduciary confidentiality obligations equivalent to this section with respect to the Confidential Information.

10. Disclaimer

THE SITE AND THE SERVICE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VIMMY DISCLAIMS

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICE AND THE SITE, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. VIMMY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE VIMMY ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SERVICE AND THE SITE SAFE, VIMMY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD OR USE.

11. Limitation of Liability

IN NO EVENT SHALL VIMMY, ITS AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, AND CONSULTANTS, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICE, THE SITE, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE OR SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM VIMMY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO VIMMY'S RECORDS, PROGRAMS OR SERVICE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VIMMY, ITS AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, AND CONSULTANTS, AND ITS AND THEIR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE SITE OR TO THIS AGREEMENT EXCEED FIVE HUNDRED DOLLARS (\$500 (USD)).

12. Data processing

12.1 The Parties undertake to act in accordance with the requirements of Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter-GDPR) when processing personal data.

12.2 The parties acknowledge that they are each a separate and independent Controller of the Personal Data which it processes, collects, discloses or receives under the Agreement. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller under applicable Data Protection Law. The Parties shall ensure that they will

Process Personal Data solely for the purposes contemplated in the Agreement. Each party shall process Personal Data in compliance with applicable Data Protection Law, industry standards and its obligations herein. Without derogating from the general or specific terms herein, each Party hereby warrants and confirms that it is compliant with EU Data Protection Law. It is agreed that where either party receives a request from a Data Subject in respect of Personal Data controlled by the other party, where relevant, the party receiving such request will direct the Data Subject to the other party, as applicable, in order to enable the other Party to respond directly to the Data Subject's request.

12.3 Advertiser shall use industry best practices to safeguard the Registration Information when passed by Publisher pursuant to this Agreement. Except as may be required by law or necessary to prove compliance with Applicable Laws and EU Data Protection Laws, Advertiser shall not sell, lease, license, transfer, export, display, forward, or otherwise share the Registration Information with any third parties, including but not limited to email service providers, telemarketers, or consultants, without the consent of Consumers based upon affirmative actions, if any, taken on the Advertiser Pages and in accordance with the Advertiser's privacy policy. When marketing to Users that reside in the EEA, Publisher shall not transfer any User data outside of the EEA unless it has taken steps to ensure Transfer Protections, but subject to such Transfer Protections, Advertiser agrees that Publisher shall process User data in countries where Publisher or its subprocessors maintain facilities or personnel as necessary so Publisher may fulfill its obligations under the Agreement.

12.4 The Advertiser shall provide its users with a notice and obtain applicable consent as required by applicable laws and regulations in connection with the collection, use and disclosure of any data obtained from the user, including through use of cookies or other similar technologies. Without limiting from the foregoing, the Advertiser shall disclose that third parties may collect, use and share such user data, such disclosure shall be available within Advertiser's adequate privacy policy presented to users.

13. Termination

Notwithstanding any of the terms of this Agreement, Vimmy reserves the right, without notice and in its sole discretion, to (i) terminate your right to access or use the Site or Service or (ii) block or prevent your future access to, and use of the Site or Service. Vimmy may also discontinue the Site or Service at any time, in which case this Agreement shall terminate automatically without notice.

14. Miscellaneous

14.1 No Waiver. Failure or delay by the Company in exercising or enforcing any right or remedy it has under the Contract or at law shall not operate as a waiver of that or any other right or remedy, and shall not preclude or restrict any further exercise or enforcement by the Company of that or any other right or remedy.

14.2 Relationship of the Parties. The Parties are independent contractors, and nothing contained in the Contract shall be deemed or construed to create an agency, joint venture, partnership, fiduciary or other similar relationship between the parties. There are no intended third party beneficiaries under the Contract.

14.3 Force Majeure. Neither party will be liable for failure or delay in performing its obligations due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, acts of government, fire, flood, earthquake, electrical outages, failure of network

connections, failure of telecommunications, failure of mobile service providers, or Internet service provider disruptions (including without limitation denial of service attacks).

14.4 Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement.

14.5 All addendums, appendixes and agreements to the Contract shall be an integral part of the Contract.

14.6 Applicable Law. This Agreement and/or the Insertion Orders hereunder shall be governed by the laws of Netherlands, without giving effect to the conflict of laws rules thereof. Each Party consents to the sole and exclusive jurisdiction of the courts located in Netherlands, in all actions arising out of this Agreement. Any dispute arising out of this Agreement or the interpretation thereof, shall be discussed by the parties and if possible resolved by negotiation.

15. Referral program.

15.1 Vimmy may at times offer you the opportunity to refer friends via a referral program. By using the Referral Program, you confirm that you accept this agreement and that you comply with it. If you do not agree to the terms of this Agreement, you must not use our Referral Program.

15.2 Advertiser shall only refer new eligible potential customers to the Company. The acceptance or rejection of a customer is at the sole discretion of the Company.

15.3 Vimmy may suspend or terminate the Program or a user's ability to participate in it at any time for any reason.

15.4 Vimmy reserve the right to suspend accounts or remove referral earnings if we notice any activity that we believe is abusive, fraudulent, or in violation of the DSP Rules. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.

15.5 Referrers cannot refer themselves or create multiple, fictitious or fake accounts with the Vimmy. No User may use the Referral Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Referral Program. Vimmy does not allow spam. Promotion via e-mail is prohibited. If a partner is spamming, they will be removed from the Referral program and any accumulated earnings will be withdrawn. The purchased Search Engine traffic (i.e. Google Adwords) is not allowed to promote Vimmy without prior authorisation by Vimmy Support.

15.6 All payments are made NET60. The minimum payout is \$50. Some payment methods may have higher minimum payout requirements.