

## TERMS OF USE

### 1. PREAMBLE

- 1.1. OpenLedgerApS (hereinafter “the Company”) is a company registered in Denmark.
- 1.2. Among others, the Company is in the business of operating as an Advertising Technology Platform that enables Advertisers to buy traffic, promote their applications and service to internet audience & Publishers & Ad Exchanges to sell their traffic or ad space.
- 1.3. The following terms of service (hereinafter collectively referred to as “the Terms”) govern your use of such service (hereinafter “the Service”, “our Service”) as this is identified in the Insertion Order, in respect to the placing of an Insertion Order (hereinafter referred to as the “IO”). **Please, read these terms and conditions carefully and make sure that you understand them before ordering our Services. Please, note that if you refuse to accept these Terms, you will not be able to place the IO and receive the Service.**

### 2. INSERTION

- 2.1. Subject to the terms and conditions of these Terms, and provided that the IO has been approved by the Company in writing, the Company hereby undertakes to embark on all commercially reasonable efforts to supply the services and to undertake the campaign described as this is described in the IO (collectively referred to as the “Campaign(s”).

### 3. PAYMENT

- 3.1. For these services to be rendered by the Company, the Advertiser hereby pledges, covenants and agrees to pay to the Company the amounts which are set out in the IO or spent in relation to providing Services under these Terms which are to be additionally agreed upon between the Company and the Advertiser.
- 3.2. The Company pledges, covenants and agrees to spend money received as a payment (prepayment) from the Advertiser for marketing and/or promotion purposes solely for the purposes indicated herein. The Advertiser agrees that such payments are non-recoverable and in case of termination of Services in accordance with part 6 of these Terms shall not be returned.
- 3.3. For the purpose of effecting payments, the Company will issue the Advertiser invoices for prepayment of amount towards funding their account on the company’s Platform or at monthly intervals, or at any

other such intervals which are set forth in the IO and/or agreed between the parties. The Advertiser hereby promises, agrees and covenants to effect payment of the amounts mentioned in the invoices. Such amounts may include — without limitation — all applicable and pertinent sales, use, excise and/or any other taxes, without set-off. Such amounts might also include abatements, compensations or deductions, all in accordance with the terms of these Terms and the additional terms set out in the IO. Payment, unless there is an agreement to the contrary, shall be made to the Company within 14 (fourteen) calendar days from the date the invoice is received by the Advertiser.

- 3.4. Undisputed overdue payments will accrue interest at the rate of 20% per annum or in any case at the maximum permissible by law rate. Interest rate shall begin to accrue after 14 (fourteen) calendar days from the date on which the invoice (for which payment is due) was received by the Advertiser, up and until final settlement of the applicable invoice and it shall be calculated on a daily basis.
- 3.5. Where applicable in order to observe, monitor and record the performance of any campaign/creative, the Company might ask the Advertiser to place the Company's tracking pixel(s) or any other necessary mechanisms for the purpose of observing, monitoring and recording the performance of any campaign/Creative (collectively referred to as "the Tracking Tools"). Such placement and testing shall be the sole responsibility of the Advertiser. Even in the event that the Advertiser fails to correctly place the Tracking Tools on the IO website or where the Tracking Tools will not be recording valid leads or actions, the Advertiser hereby acknowledges and accepts that it will pay for each and every impression, click or action generated and recorded by the Company.

#### **4. CREATIVE CONTENT & GUIDELINE**

- 4.1. The Advertiser hereby agrees to adhere to the content policies of the Platform/Company when advertising in the ad spaces. Promotion of sexually implicit content, gambling, drugs, religious, hatred and political content is strictly against our policies. If caught indulging in such activities directly or indirectly, Company will reserves rights to terminate the advertisers account immediately, revoke all the funds and impose heavy monitory penalties for the harm/loss cause to Platform in any manner.
- 4.2. The Company reserves at any time the right to reject, suspend or cancel any campaign, creative and/or to reject any advertising material which — in the opinion and/or discretion of the Company is not deemed suitable and appropriate for publication for any reason. Furthermore, the Company reserves the right to reject, suspend, postpone or cancel any advertisement which in the opinion of the Company may expose the Company to criminal and/or civil liability and/or any other form of liability. Furthermore, the Company might refuse, reject, suspend or cancel any Campaign/Creative if in its opinion it is deemed to be offensive or objectionable.
- 4.3. The timing, positioning and distribution of the Advertising Material for any Campaign(s) shall be at the sole discretion of the Company, unless such timing, positioning and distribution is specifically provided for in the IO and agreed between the Parties.

- 4.4. USE OF POP-UP, AUTO-REDIRECTS, MALWARES, VIRUS ALERTS, FAKE SCANS, FAKE SWEEPSTAKES ETC OR ANYTHING RELATED IN CREATIVES/CAMPAIGNS/LANDING PAGES IS STRICTLY AGAINST OUR CREATIVE POLICY. USE OF SUCH THINGS WILL AUTOMATICALLY GET YOUR ACCOUNT PERMANENTLY TERMINATED AND ALL AVAILABLE FUNDS WILL BE CEASED. ON TOP OF THAT, YOU MAY ALSO BE LIABLE TO PAY HEAVY PENALTY DEPENDING UPON THE AMOUNT OF TRAFFIC DRAWN AND HARM CAUSED TO OUR PUBLISHER. HENCE, PLEASE REFRAIN FROM USING ANY OF SUCH ACTIVITIES IN ANY WAY DIRECTLY OR INDIRECTLY.

## 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1. The Advertiser hereby represents, acknowledges and warrants that (a) it has the legal capacity and authority to be bound by these Terms ordering Company's Services; (b) it is entitled to use and also permit the Company to use, reproduce, transmit and display the Advertising Content and (c) the Advertising Content is not and will not in any way (i) violate any third party copyright, trademark, trade name trade secret or other form of intellectual property (ii) violate any applicable laws rules and/or regulations (iii) contain false or deceptive advertising or any machine-readable code including but not limited to any virus, Trojan-horse or other self-executing program, (iv) contain any content that can be classified as defamatory, obscene, pornographic, misleading, deceptive, fraudulent or otherwise inappropriate, or (v) violate any applicable law or regulation and particularly in respect to the offering of sweepstakes, gambling, promotions etc.

The Advertiser hereby accepts that if any of the above representations, acknowledgments and warranties are found to be untrue, the Company has the right to immediately stop rendering Services, terminate Advertiser's account and take any other necessary step and/or action deemed appropriate.

- 5.2. The Advertiser covenants, agrees and undertakes that: (a) it will, at all times, comply with all laws applicable in the jurisdiction where the Advertiser is situated or otherwise conducts its business; (b) it will, at all times, comply with the terms of these Terms; (c) it will at all times comply with legal provisions pertaining to spam; (d) it will not attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective any tags, source codes, links, pixels, modules or other data provided by or obtained from the Company; and (e) it will, within 2 (two) business days from the end each billing period (as defined in the IO) deliver to the Company a report of its data and statistics relating to the Campaign(s) or any discrepancies noticed in the number of impressions and clicks received.

## 6. TERMINATION OF SERVICES

- 6.1. The Company or the Advertiser may at any time refuse to further render / accept Services and cancel the IO without providing a reason for such termination, by giving a 2 (two) working days' written notice to the other party. In such a case any undisputed amounts owed by the Advertiser, must be settled within 14 (fourteen) working days as from the date that the termination of services becomes effective.

- 6.2. The Company might also immediately terminate Services by means of a written notice to the Advertiser, in cases where the Company considers that the Advertiser has been in breach of any of these Terms or if it has reasonable grounds to consider that the Advertiser has acted and/or the Campaign has been managed in a way which (a) is in contravention and/or violation of applicable laws, by-laws, rules and regulations, (b) is defamatory, obscene, pornographic, misleading, deceptive, fraudulent or otherwise inappropriate; or (c) might harm the good reputation of the Company, its Directors, or any other person and/or body for which the company is in law responsible.

## 7. CONFIDENTIALITY

- 7.1. The Company or the Advertiser (hereinafter the "Disclosing Party") may, from time to time, disclose to the other party (hereinafter the "Receiving Party") certain information relating to the Disclosing Party's business or customers, affiliates, subsidiaries, agents, or employees; business and marketing plans, processes, strategies and methods which may not be standard industry practice or which are not generally known in the industry and/or to any section of the public; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of the Disclosing Party (all collectively referred to as the "Confidential Information").

The Disclosing Party and the Receiving Party hereby agree and acknowledge that such Confidential Information will be provided at the sole discretion of the Disclosing Party, and nothing in these Terms obligates the Disclosing Party, its directors, agents or employees to disclose or grant to the Receiving Party access to any Confidential Information. Unless expressly authorized in writing by the Disclosing Party, the Receiving Party hereby promises, pledges, covenants and agrees (a) to use the Confidential Information only for the purposes expressly contemplated in these Terms; (b) that no Confidential Information will be disclosed to any third party, affiliate, subsidiary, or agent of the Receiving Party without the prior written consent of the Disclosing Party.

The Receiving Party acknowledges that the Disclosing Party remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information.

The Receiving Party agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of the Disclosing Party, with the exception that one (1) copy may be made for backup and archival purposes only.

The undertakings and obligations of the Company and the Advertiser under this Section shall not apply to any information which it can established to have: (a) become publicly known through no action on the Receiving Party's part; (b) been known by the Receiving Party prior to receipt; (c) been independently developed by the Receiving Party; (d) been approved for public release by the Disclosing Party's written authorization; or (e) been required to be disclosed by law, or to a competent court, government or regulatory body having the right to same, provided that the Disclosing Party is notified immediately of such required disclosure and given the opportunity to seek a protective order.

- 7.2. Confidentiality obligations under this sections of the Terms shall be valid during the period when the Company renders Services to the Advertiser and shall survive the termination of Services for a period of 4 (four) years.

## **8. GENERAL**

- 8.1. Neither the Company, nor the Advertiser may assign its rights and obligations related to rendering / receiving Services without the express written consent of the other. Notwithstanding the foregoing however the Company is able — and if this is deemed appropriate — and may broker or assign its rights and obligations under these Terms at any time, in part or in whole, to an affiliate marketer with whom the Company has entered into its standard affiliate agreement. Such an assignment may be effected without seeking the prior written consent of the Advertiser, but the Advertiser might be notified of such an occurrence at the discretion of the Company.
- 8.2. The Company reserves the right to include the Advertiser's name & account statistics in any advertisement, publication, press release or promotional material, without seeking the Advertiser's prior consent. In case that promotional materials need to be produced by the Company, the Company may request from the Advertiser and the Advertiser shall supply the Company with at least 1 (one) digital copy of art and/or other possible promotional materials produced that may be copied, printed, and/or distributed at conferences, signings, mailings, trade shows, etc.
- 8.3. THE COMPANY DOES NOT GUARANTEE THAT THE ADVERTISER OR ANY THIRD-PARTY WILL BE ABLE TO ACCESS THE COMPANY'S WEBSITE OR PLATFORM OR SERVICES AT ANY PARTICULAR TIME. THE COMPANY'S SERVICES ARE PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS. EXTERNAL FACTORS AND/OR FACTORS BEYOND THE COMPANY'S CONTROL MIGHT CAUSE SERVICE DISRUPTIONS AT TIMES FOR WHICH THE COMPANY MIGHT NOT HAVE ANY CONTROL. ANY LOSS INCURRED BY CLIENT/ADVERTISER DUE TO THESE SERVICE DISRUPTIONS OR OVERSPEND/SPEND AMOUNTS DUE TO ADVERTISERS IRRESPONSIBLE BIDDING/BUDGETS IS NOT PAYABLE BY THE COMPANY IN ANY MEANS. ADVERTISER AGREES TO PAY THE SUM IT SEES IN THE REPORTS GENERATED BY THE COMPANY PLATFORM/ TECHNOLOGY WITHOUT ANY EXCUSE OR DISCOUNTS.
- 8.4. These Terms shall be subject to, governed by and interpreted in accordance with the laws of the U.A.E.

## **9. CHANGES TO TERMS OF SERVICE**

- 9.1. We reserve the right to change, add or remove parts of these Terms at any time and at our sole discretion. You should periodically visit this page to review the current Terms so you are aware of any revision to which you are bound. Your continued use of this website following any such changes constitutes your acceptance of the new Terms.

9.2. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE, DO NOT ACCESS THIS WEBSITE.

## **10. QUESTIONS AND CONTACT INFORMATION**

10.1. If you have any questions about these Terms of Service, please feel free to contact us at [hello@hubdsp.com](mailto:hello@hubdsp.com) or [michael@hubdsp.com](mailto:michael@hubdsp.com).