

GENERAL TERMS & CONDITIONS FOR ADVERTISERS

Qverse GmbH

Version: 2019/001

Date: 22/10/2019

Qverse GmbH, with its registered office at Potsdamer Str. 91, 10785 Berlin, Germany, registered at Amtsgericht Charlottenburg under number HRB 180358 B having VAT No. DE815616591 (hereinafter referred to as “Qverse”) operates a mobile performance network (“Qverse Network”), with whose help advertisers (“Advertisers”) can offer their products online using selected operators of websites or mobile applications („Publishers“).

For this purpose the Advertisers place at Qverse’s disposal advertising materials – e.g. banners, pop-ups, texts, graphics, videos, emails, or animations („Advertising Material“) –, which Qverse in turn places at the Publisher’s disposal for publication on the latter’s advertising space – e.g. websites or mobile applications („Advertising Space“) – via the Qverse Network. For this service the Advertiser makes a result-based payment to Qverse.

These Terms and Conditions for advertiser are specified at <https://advertiser.qverse.io/terms.pdf> (the “Terms and Conditions”), which, together with the terms of the Insertion Order (“IO”) signed between Parties, form the entire agreement between Qverse and Advertiser (the “Agreement”). In the case of any conflict or ambiguity between any provision contained in the Insertion Order and any provision contained in the Terms and Conditions, the provision in these Terms and Conditions shall prevail.

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Article 1. Definitions

- Ad(s) or Advertisement(s):** text-based, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements or similar.

2. **Advertiser:** the natural person or legal entity that has decided to enter into this Agreement and that has decided to assign Qverse GmbH to provide the Services in accordance with the provisions of this Agreement.
3. **Agreement:** this terms and conditions agreement entered into by Qverse GmbH and Advertiser, arranging all contractual matters between the Parties.
4. **Campaign:** an Advertisement campaign as defined by the Advertiser.
5. **Effective Date:** the date of signature of this Agreement.
6. **Insertion Order ("IO"):** an order granted to Qverse by Advertiser on the basis of which Qverse will place an Ad via the Service and which arranges the specification of the Services and is part of the Agreement.
7. **Party:** Advertiser or Qverse.
8. **Parties:** Advertiser and Qverse jointly.
9. **Personal Data:** personal data as defined in the Data Protection Act 1998 (based on and implements the EC Directive (95/46/EC) on data protection), which may be accessed, processed or created as part of the Services.
10. **Qverse:** the company providing the Service(s) as Publisher to the Advertiser and counterparty to the Agreement with Advertiser and user of these terms and conditions.
11. **Services:** all by Qverse, in accordance with the terms of the Insertion Order, executed consulting, advertising published by Qverse, other payable events, its assignments, publishers and/or affiliates, whether on an hourly, sponsorship, CPA (Cost per Action), CPI (Cost per Install), CPL (Cost per Lead), CPC (Cost per Click) or e.g. CPM (Cost per thousand, e.g. impressions) basis.
12. **Tracking Method:** the reporting and/or tracking procedures currently used by Qverse to measure traffic, performance and related data.
13. **User Activities:** activities of end users applying the incentive mechanism and/or all other activities relevant for the payment arrangement under this Agreement and/or an Insertion Order subject to this Agreement.

Article 2. General

1. The present terms and conditions are applicable to any and all offers, Agreements and Service of Qverse with an Advertiser, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. This Agreement concerns the rights and obligations of each Party with respect to the Services agreed between the Parties via an Insertion Order sent by Advertiser and agreed on by Qverse. Advertiser understands that the sole obligation of Qverse is to execute the Services. The Effective Date of these terms and conditions is the date set forth in the Agreement. These terms and conditions will remain effective until both Parties agree otherwise in writing.
3. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Qverse be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Qverse.
4. Advertiser with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Qverse at a later date.
5. In case of a discrepancy between the content of an Agreement concluded by and between Advertiser and Qverse and the present terms and conditions the content of the Agreement shall prevail.

Article 3. Services

1. Qverse shall carry out on behalf of Advertiser the Services as defined in the Insertion Order.
2. Qverse does not guarantee: (i) the placement, positioning or the timing of delivery of any Ad, or (ii) the number (if any) of impressions, publications, conversions or clicks on any Ad in respect of the Services.

Article 4. Obligations of the Parties

1. Qverse must comply with the Insertion Order, including all advertising placement restrictions and requirements, to create a reasonably balanced delivery schedule and provide the Services within the scope of the Insertion Order. Any exception must be approved by Advertiser in writing.
2. Qverse is responsible for displaying and administrating all active Campaigns and, except as otherwise provided herein, tracking and calculating associated Campaign payments owed to Qverse. Except as otherwise provided herein, Qverse shall compile, calculate and electronically deliver data to the Advertiser regarding the Campaign including but not limited to, the applicable spend/costs of the Campaign.

3. Qverse represents and warrants having all necessary permits, licenses, and clearances to place the Advertiser's ads and links on its' sites and on its' affiliates sites and to sell the inventory represented in the Insertion Order subject to this terms and conditions.
4. Advertiser represents and warrants having all necessary intellectual property rights, licenses and clearances to use the content contained in its Ads and advertising materials and accepts and acknowledges the full responsibility in the event that the Ads and/or Advertising Materials in a Campaign would be deemed illegal in any jurisdiction.
5. Qverse will allocate all its resources to deliver the highest quality services to Advertiser, however, can at any moment or period, not guarantee non-occurrences of fraudulent traffic and/or re-brokering and/or underscoring of requested performances. Parties will closely and diligently work together to maximize the results of the Services, whilst not adversely affecting the subject campaign's execution, payments and activities.
6. Advertiser will be solely responsible for creating, managing, editing, reviewing, cancelling and otherwise controlling the advertising banners, display creatives, text advertisements and other materials issued to Qverse. Qverse agrees that it will only use the materials provided by Advertiser and no changes or alterations are permitted unless Advertiser has provided prior written approval. Qverse is obligated to ensure that its affiliates and third party distributors only use the creative materials approved and provided by the Advertiser.
7. Ad delivery shall comply with the guidelines stated in the Insertion Order and/or that are provided separately in writing via e-mail or digital file format.
8. Advertiser is fully responsible for informing Qverse on any KPI's per each campaign provided to Qverse.
9. In the event that Advertiser is violating the Insertion Order guidelines, the following rules are applicable: (i) ads that run in violation of the guidelines, if Qverse is notified by Advertiser of such violation within 3 business days of the violation, shall be non-billable; (ii) after Advertiser notifies Qverse in writing that specific Ads (placements or creative units) are in violation of the guidelines, Qverse will make commercially reasonable efforts to correct within forty-eight (48) hours such violation. In the event that Qverse cannot correct the violation within forty-eight (48) hours, Advertiser, upon conclusion of seventy-two (72) hours from the notice of such violation, may immediately cancel such IO, without penalty.

Article 5. Reporting

1. Reporting will be based on the numbers of Services as shown by Qverse's own tracking methods, usually done by implementing a "tracking pixel" together with Advertiser or by counting the delivered impressions or clicks to the Advertiser's Campaign(s). Qverse shall ensure that such "tracking pixel" does not collect personal information and that it shall not distribute or trigger any malicious software that may harm either Advertiser's or end-users' equipment.
2. The following information must be included for all returned CPA-CPL and CPI Actions: Transactional identification number, Publisher identification number (SubID), date/time stamp, incoming IP.
3. Qverse will provide confirmation to the Advertiser, either electronically or in writing, stating whether an advertising Campaign has been initiated and begun delivery.
4. Advertiser agrees and acknowledges that all tracking of User Activities will be determined by the Qverse's Tracking Method. The total sum of events, impressions, clicks, leads, sales, installs, conversions and revenue count is to be based on Qverse's statistics. Qverse takes commercially reasonable measures to ensure that its Tracking Method at any point shall meet technical industry standards, but it cannot guarantee the absolute accuracy of the Tracking Method. If discrepancies occur, the parties will negotiate in good faith an amiable solution, otherwise Qverse's numbers will be decisive.
5. Any User Activities determined by Advertiser to be "invalid" "fraudulent" or "unauthorized" shall be reported (excel reports not accepted) to Qverse as soon as possible but not later than within fourteen (14) days of the sale, otherwise the User Activities shall be considered valid by the Advertiser. In the event that Advertiser and Qverse encounter such activities, both parties agree to work diligently to resolve matters.

Article 6. Payment

1. Unless otherwise stated in the Insertion Order, Qverse will invoice Advertiser at the end of each month for all User Activities generated by Qverse for the corresponding month. Unless otherwise agreed by Qverse, Advertiser shall transfer to Publisher the due payment in full of each invoice within thirty (30) calendar days of receipt of Qverse's invoice or within thirty (30) calendar days from the end of traffic month, whichever comes earlier. Qverse shall be entitled to issue and receive bi-weekly payments in case the amount to be paid to Qverse per two weeks exceeds USD/EUR 50,000 (i.e. payment term of Net-14).
2. Transfer charges will be borne by Advertiser and Qverse equally. Each Party is responsible for the payment of its own taxes, levies and any other fee than the transfer fees.

3. After the expiry of the stipulated payment term the Advertiser shall be in default by operation of law without any further notice of default being required.
4. As from the moment of default the Advertiser shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Qverse incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Advertiser. In that case the Advertiser shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00 (in words: one hundred and fifty euros). Should the costs actually incurred and to be incurred by Qverse exceed the aforementioned amount then these costs shall equally qualify for compensation.
5. If the Advertiser does not comply with its payment obligations in a timely fashion then Qverse shall be authorized to suspend the obligations entered into vis-à-vis the Advertiser regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Qverse may within reason assume that there are reasons to doubt the creditworthiness of the Advertiser.
6. In case of termination of Services (by either Party), liquidation, insolvency, debt management or suspension of payment of the Advertiser or a relevant application or petition, the claims of Qverse and the obligations of the Advertiser vis-à-vis Qverse shall immediately fall due and any open, accrued, amount is to be paid within 10 working days unless the total amount is less than USD 25.00 (twenty five dollar), in case which the amount is waived.
7. If the Advertiser has, on any account whatsoever, one or more counterclaims vis-à-vis Qverse then the Advertiser waives its setoff right. Said waiver of the setoff right is also applicable if the Advertiser applies for (provisional) suspension of payment or is declared insolvent.
8. Advertiser agrees that it shall be solely liable for payment to Qverse, and payment does not depend on collection by Advertiser from applicable advertisers or agencies. Further, Advertiser represents and warrants that it will furnish payment on all undisputed invoices. For any disputed invoice, Advertiser will promptly inform Qverse of the good faith reason for the dispute and will pay any undisputed portion in accordance with the Agreement and the Insertion Order. The parties will cooperate in good faith to promptly resolve any disputed invoiced amounts. Qverse's failure to invoice Advertiser shall not constitute the waiver of any amount due to Qverse by Advertiser.
9. Chargebacks after the 15th of the month following the traffic month are only eligible in case of proven fraud by the Publisher substantiated by valid proof and provided not later than the 30th calendar day after the closing of the traffic month.
10. All claims concerning traffic quality, except fraud, that was not listed in the offer description will not be accepted by Publisher and traffic delivered to this offer will be paid in full.

Article 7. Rejection rights

1. Qverse reserves the right within its discretion to reject or remove from its Publisher's websites, applications and or games, any Ads that do not comply with these terms and conditions or that in Qverse's sole judgment, do not comply with any applicable law, regulation or other judicial or administrative order(s) from representative authorities. In addition, Publisher reserves the right within its discretion to reject or remove from its Publisher's websites, applications and or games any Ad(s) which would bring, or may tend to bring, disparagement, ridicule, or scorn upon Qverse, its Publishers or any of its affiliates, developers or other business partners, or deemed otherwise inappropriate in its sole discretion.
2. In the case that Publisher suspects that Advertiser's Account has been used in an invalid or fraudulent manner or if Advertiser has provided any information that is untrue or inaccurate, not current or incomplete, the account may be deactivated effective immediately and without prior notice to the Advertiser pending further investigation and, without limiting obligations to make all the due payments in accordance with this Agreement.
3. Publisher reserves sole judgment in determining invalid or fraudulent activity of the Advertiser and the Advertiser agrees to be bound by these determinations. When invalid or fraudulent activity is detected, it is the obligation of the Advertiser to prove to Qverse that the Advertiser and its Ad Campaign(s) have not infringed the restrictions as mentioned in this Agreement. Advertiser will not withhold any due payments to Qverse. Advertiser has the obligation to provide satisfactorily evidence that it has not engaged in invalid or fraudulent activity.

Article 8. No exclusivity

This Agreement shall not prevent Qverse from entering into similar Agreements with third parties, including other Advertisers within the same area of business as Advertiser, or from independently developing, using, selling, brokering or licensing products and/or services which are similar to those provided under this Agreement.

Article 9. Indemnification

Advertiser agrees to indemnify and hold Qverse, its Publishers, affiliates, subsidiaries, successors and assigns harmless for any and all claims, actions, judgments or liabilities arising out of or in connection with Advertiser's Campaign or Services for the Advertiser, any breach of this Agreement by Advertiser and/or of any representation, warranty or provisions of this Agreement and these terms and conditions.

Article 10. Limitation of liability

1. The total liability of Qverse for any culpable failure to fulfil an Insertion Order shall remain restricted to payment of direct loss, and is then subject to a maximum amount of the price, excluding VAT, stipulated for that Insertion Order.
2. Qverse shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages to Advertiser or any person (including without limitation, any payments for lost revenues, lost data, lost profits or loss of goodwill), whether foreseeable or not, for any cause whatsoever whether or not caused by Qverse negligence, even if Qverse has been pre-informed of the possibility of such loss or damages. Under no circumstances shall any projections or forecasts by Qverse be binding as commitments or promises by Qverse and/or give rise to any liability. In any case Qverse's direct liability is limited to the amount of the agreed Services from the Insertion Order.
3. Qverse does not deem itself liable for losses of whatever nature that are the result of a failure to provide support in time.

Article 11. Non-disclosure

1. Qverse and Advertiser shall preserve as confidential all information related to the business activities of the other Party, its Publishers, affiliates, clients, and entities with whom that Party does business, that may be obtained by either side from any source, whether that information is marked as confidential or is confidential by its nature, including the Ad description and the pricing of the Ad, set forth in the Insertion Order, all trade secrets, ideas, know-how, concepts, processes, techniques, research, data, plans, materials, product development and all other information of a confidential nature (in whatever form) constitute together the "Confidential Information".
2. Qverse and Advertiser shall hold all Confidential Information in trust and confidence and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other person, unless specifically authorized in writing.
3. Qverse and Advertiser shall limit access and disclosure of the Confidential Information to its personnel on a "need to know" basis only and where such personnel are aware and have agreed to comply with the confidentiality obligations set out in these terms and conditions.
4. Confidential Information does not include any particular information that Qverse and/or Advertiser can demonstrate (i) is currently in the public domain, (ii) was previously known as to be free from any obligation (iii) was or is publicly disclosed by or on behalf of Qverse and/or Advertiser.
5. At any time at the request and option of Qverse and Advertiser, both Parties agree to promptly: (i) return the Confidential Information; or (ii) destroy or permanently erase the Confidential Information (in whatever form it is recorded).

Article 12. Data Protection, Data Collection, Processing and Transfer of Data

1. If the Services include any services in relation to the processing of Personal Data, Qverse GmbH will comply with all relevant provisions of the General Data Protection Regulation ("GDPR").
2. All data collected, including Personal Data, is subject to our Privacy Policy which is incorporated by reference into and made part of this Agreement. For more information, see our full Privacy Policy at <https://advertiser.qverse.io/privacy-policy.pdf>.
3. Within the scope of this Agreement, Advertiser shall transfer inter alia the following data to Qverse for the purpose of advertisement, billing and reporting: a. Device identifiers and data, b. Publisher ID, c. Ad campaign ID, d. Location data (if required and available), e. Demographic data (if required and available), and/or f. Event data. These data and other data, including additional tracking data and performance data required to optimize and further develop the services of Qverse, may be transferred between the Parties as required for the execution of this Agreement.
4. In the event that any transferred data under the present Article contains information concerning the personal or material circumstances of an identified or identifiable individual (Personal Data), Advertiser warrants that the collection, processing

and transfer of Personal Data comply with the applicable data protection law. In particular, Advertiser warrants that Advertiser has:

- a. Published a conspicuous data protection and privacy policy that will be visible to the end user;
 - b. Obtained the end user's consent, approval, opt-in, waiver, authorization or clearance to collect, process or use the end user's data as may be required by applicable laws and industry practice and standards;
 - c. Notified the end user that the privacy and data protection laws in the countries in which the end user's data may be collected, processed or used may vary from the laws in the country in which such end users live;
 - d. Taken all adequate technical and organizational measures for the protection of the received Personal Data against accidental or illegal destruction, loss, and/or unauthorized alteration, amendment, disclosure or access, especially if the processing of such data implies transmission thereof within a network, as well as against any form of illegal processing;
 - e. Complied with the guidelines and terms of use of any promotional channels and app stores;
 - f. Complied with industry guidelines, local, national and European regulations on data protection and privacy laws; and
 - g. Contractually obligated any third party (including, but not limited to, any agent, employee etc.) who handles personal data on behalf of Advertiser to comply with all of the above.
5. Advertiser must, in particular:
- a. Keep a written record of all of Advertiser's efforts to comply with this Article 12;
 - b. Provide Qverse with proof of compliance under Article 12.4.b., should Qverse request such proof.
6. Qverse will:
- a. Process Personal Data received from the Advertiser only in accordance with the instructions of the Advertiser;
 - b. Take all adequate technical and organizational measures for the protection of the received Personal Data against accidental or illegal destruction, loss, and/or unauthorized alteration, amendment, disclosure or access, especially if the processing of such data implies transmission thereof within a network, as well as against any form of illegal processing;
 - c. Notify the Advertiser of any unauthorized or unlawful disclosure or use of Personal Data of which Qverse becomes aware; and
 - d. At the request and option of the Advertiser, promptly return or safely destroy all Personal Data in Qverse's possession or control.

Article 13. Term and termination

1. The Agreement shall commence on the Effective Date and will continue in force until terminated as set out below in this Article 13.
2. Parties may terminate the Agreement upon mutual agreement in writing at any time, providing all obligations, Services and due payments have been fulfilled.
3. Advertiser may terminate this Agreement upon providing seven (7) business days' notice in writing to Qverse, however, Advertiser remains liable for all his obligations under this Agreement and for all due payments incurred prior to termination through the Services of Qverse.
4. Qverse may terminate the Agreement upon providing seven (7) business days' notice in writing, however, Advertiser remains liable for all his obligations under this Agreement and for all due payments incurred prior to termination through the Services of Qverse.
5. If either Party is in material breach of this Agreement and such breach is not cured within five (5) business days of being notified in writing of the breach, then the other Party may immediately terminate this Agreement and have no liability for any payment related to the Services after the breach notice has been provided to the other Party.

Article 14. Execution and delivery period

1. All (delivery) dates specified by Qverse are established to the best of its ability on the basis of information in its hands prior to entering into the Agreement.
2. Any agreed or indicated delivery or execution dates are never regarded as deadlines unless expressly stipulated otherwise in the Agreement. In the event that an agreed or indicated delivery or execution period is passed, the Advertiser must therefore issue a written notice of default to Qverse, at the same time offering Qverse an opportunity to resume implementation of the Agreement within a reasonable period. Qverse does not accept liability in any circumstances if any delivery or execution period is exceeded.

Article 15. Assignment

1. Qverse shall be entitled, in whole or in part, to assign its rights and obligations under this Agreement to a company within the same de jure or de facto group or companies as Qverse without Advertiser's prior consent.
2. Advertiser shall not be entitled to assign its rights or obligations under this Agreement without Qverse's prior written consent.

Article 16. Force majeure

Neither Party shall be liable for service interruptions, delays, failure to perform, damages, losses or destruction, or malfunction of any consequence thereof caused or occasioned by circumstances outside their control ("Force Majeure Event"). A Force Majeure Event includes without limitation, fire, flood, water, the elements, acts of God, acts of war (declared or undeclared), explosions, civil disturbances, acts of terrorism, insurrection, riots, rebellion or sabotage, acts of federal, state, local or foreign governmental authorities or courts, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, failures or fluctuations in electrical power or telecommunications service or equipment, labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful. The Party so delayed or prevented from performing shall provide prompt notice of such event to the other Party and shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance. To the extent that a Force Majeure Event has continued for five (5) business days, Qverse or Advertiser has the right to cancel the remainder of the IO without penalty.

Article 17. Governing law and disputes

1. This Agreement and the ensuing relationship between the Parties shall be construed in accordance with and governed by German law.
2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by the Courts of Germany, location Berlin.

Article 18. Entire agreement and variation

1. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties as to the subject matter and may be changed only by a subsequent agreement in writing signed by both Parties.
2. The Parties are independent contractors and expressly acknowledge that no agency, partnership, joint venture or employer-employee relationship is intended or created hereby.
3. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective permitted transferees, successors and assigns. In the event of any inconsistency between the terms of an IO and this Agreement in respect of the Services, then the terms of the IO shall prevail to the extent of any inconsistency.
4. Qverse reserves the right to amend these terms and conditions and Agreement. The Advertiser shall be informed of such amendments by e-mail or through the information being made available on Qverse's website. The Advertiser shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on Qverse's website. Where the Advertiser shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the website, provided that the changes have an adverse effect, that could not be considered a minor, on the Advertiser, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Advertiser within the aforementioned time, the Advertiser shall be deemed to have accepted the new terms and conditions.