



iQU TERMS & CONDITIONS

Advertiser / 2017 ("iQU T&C")

The following Terms and Conditions are made and entered into by and between iQU Online B.V. a company with limited liability, incorporated under Dutch law, acting under the trading name iQU, having its registered place of business at (2011 LN) Haarlem, at Stationsplein 112, the Netherlands, registered under number 65014405 at the Dutch chamber of commerce (KvK). (hereinafter: "iQU") and the party purchasing the Services from iQU, (hereinafter: the "Advertiser")

These iQU T&C shall apply to any and all Agreement(s) entered into between Parties, whether are part of the Insertion Order or otherwise. iQU provides Advertiser with the ability to make use of the Service, as defined herein, subject to Advertisers compliance with these iQU T&C. By enrolling as an Advertiser, its agents, representatives, employees and any other person acting on its behalf with respect of the use of the Service, shall be bound by- and agrees to be bound by these iQU T&C.

1. Definitions

1.1 Ads: Email, static ads, buttons, pop-ups, pop-unders, co-registrations, lead-generations, hypertext or other links, widgets, works of authorship, video ads, content scripts, ad tags, tracking url, site skins, promotional- and other advertising material and any kind of commercial-, sponsored- or other content.

1.2 Artificial Traffic: Also known as fraudulent traffic, is a collective term for invalid Conversions, which may originate (for example without limitation) from automatic openings, spiders, robots, requests in email or chat rooms, script generators, placing links on other websites than informed, Clicks which are not generated by a browser or active human visitor and Clicks which are not preceded by an active act of a visitor who wants to reach a certain website or traffic source.

1.4 Conversion: Conversion: is an action on which the commercial deal is based, for example, if the commercial deal is CPM, CPA, CPC, CPL, CPD, CPPU, CPAU, CPI, conversion is respectively mille, action, click, lead, download, paying user, active user and install.

1.5 CPA: Cost Per Action. This is the payment model following which the advertiser pays for a specific action, namely registration. CPA is sometimes also referred to as CPL. The action is registration or another action as described in the Agreement.

1.6 CPAU: Cost Per Active User: This is the payment model following which the advertiser pays for an active user.

1.7 CPC: Cost Per Click. This is the payment model following which the advertiser pays for each time a visitor Clicks on an Ad.

1.8 CPD: Cost Per Download. This is the payment model following which the advertiser pays for a Offer download.

1.9 CPL: Cost Per Lead. See CPA.

1.10 CPM: Cost Per Mille. This is the payment model following which the advertiser pays for 1000 (thousand) impressions (number of times an Ad is presumably been seen by visitors).

1.11 CPPU: Cost Per Paying User: This is the payment model following which the advertiser pays for a paying user.

1.12 CPI: Cost Per Install

1.12 Offer: Offer listed in the Insertion Order in the Offers and specifications table.

1.13 Landing Page: the Provided URL in combination with the Tracking Code is the Offer registration page where visitors are able to sign up and or download the app included in the Offer.

1.14 Provided URL: unique URL provided by the Advertiser to iQU which is relating to a Offer and specific to iQU.

1.15 Publisher: company or person in iQU's network that places Ads within their platform, a website, a channel, an application or another medium ("Medium").

1.16 Service: Targeting by iQU of a visitor in order to generate Conversions and collecting data to optimize targeting and effectuate the advertisement campaign in a positive manner by means of (without limitation) distributing Ads provided by Advertiser, within iQU's network.

1.17 Country: countries/regions defined and specified in the Insertion Order where the Offer is advertised.

1.18 Tracking Code: code provided by iQU to Advertiser, based on the Provided URL to be embedded onto the Landing Page.

1.19 Traffic: total network reach.

1.21 DOI: Double opt in

1.22 SOI: Single opt in

1.23 iQU Statistics: interpretation of collected data, at the sole discretion of iQU, on the basis of the Data Points and an unique system from iQU to identify a visitor.

1.24 Data Point: Tracking Code, depending Conversion agreement in combination with in Offer tracking by Advertiser, which is delivered to iQU (server to server).

1.25 Insertion Order: agreement relating to the advertisement of a Offer specifying the specifics of a campaign.



2. The iQU Service

2.1 From the Effective Date (date of execution of the Agreement), Advertiser agrees to accept and pay for, and iQU agrees to provide the Service. However, the Service shall only be rendered if and when the Advertiser is accepted by iQU. iQU may deny acceptance of an advertiser for any reason and is not obligated to inform the advertiser of the reason of rejection.

2.2 In order to perform the Service, iQU is allowed by Advertiser to, without limitation:

- a) use the Provided URL in order to create the Tracking Code;
- b) generate derivative URLs's for Publishers (in order to, without limitation, target the Country) (the "Derivative URL"); and deploy/use the Tracking Code for further use of internal real-time statistics for accurate and real-time reconciliation with the Advertiser and Publisher. Advertiser hereby allows iQU and Publisher to place (links with) the Derivative URL on their Medium.

2.3 Advertiser agrees that he will not alter the Tracking Code or remove or alter the location of the Tracking Code. If Advertiser alters, removes, disables or moves the Tracking Code, Advertiser will be obligated to pay iQU for all estimated Conversions generated during this period, based upon the historical earnings/conversions. Advertiser agrees that Advertiser will place the Tracking Code on a Landing Page.

2.4 The Advertiser is responsible for placing and maintaining the Tracking Codes on the proper Landing Pages. In the event that somehow Advertiser does not place the Tracking Codes adequately, iQU is entitled to suspend the Service immediately. This will not discharge the Advertiser of the obligation to pay sent invoices to iQU before, during and after the suspended period and invoices relating (partially) to the historical earnings/conversions as described in article 2.3.

2.5 Without wishing to make any limitation, iQU has the right to suspend the Service, for example, in the event that one of the following situations occurs for at least the duration of this situation:

- a) The Provided URL is not properly provided to iQU. Advertiser shall make sure that the Provided URL is correct and shall remain valid for the time of the campaign for the Offer and an additional period of 1 (one) month from termination of the Insertion Order.
- b) The Advertiser's company name, VAT number, address and contact persons are not filled out properly in the Agreement.
- c) The Agreement is not filled out properly and/or the Agreement is not signed by an authorized person.
- d) The Advertiser has not fulfilled its payment obligations, including, without limitation the obligation to make a pre-payment.

2.6 iQU undertakes to monitor and register the Traffic generated on the Mediums of the Publishers.

2.7 The Service may be modified, amended, changed or terminated by iQU for practical reasons at any time upon written notice (including email) to the Advertiser. In the event that the Advertiser does not accept the modifications, amendments and/or changes the Advertiser shall immediately cease to use the Service and will immediately notify iQU, so that iQU can pause or terminate the Service.

3. Security

3.1 iQU keeps multi-level fraud detection to optimize the prevention of Artificial Traffic. As soon as Artificial Traffic is detected by iQU's fraud detection, Advertiser will be contacted. In the event that Advertiser detects Artificial Traffic, Advertiser will inform iQU immediately by written notice (including email). iQU will only investigate an addressed issue regarding Artificial Traffic detected by Advertiser within 10 (ten) days of the date of the thereto relating invoice. After these 10 days have passed, the invoice is deemed to be accepted totally without the right of Advertiser to address issues regarding the inaccuracy thereof (including on the basis of suspected Artificial Traffic).

4. Payment and Disputes

4.1 Invoices are sent and Payment is done by the Advertiser on the basis of the iQU Statistics.

4.2 In the event that Advertiser wishes to dispute the correctness of an invoice, this must be done immediately upon receipt of the invoice but in no event later than within 10 days after the invoice date. If no disputes are made by Advertiser regarding the invoice within 10 days, the invoice will be deemed to be accepted by Advertiser.

4.3 The quality of the Service in a subjective sense and the fact that the invoice is based on the iQU Statistics, will never give rise to a dispute.

4.4 Invoices shall be paid by Advertiser within 30 days of the invoice date. Payment of invoices on time is of the essence.

4.5 In the event payment is not received by iQU within 30 days, Advertiser is in breach of the Agreement. iQU has the right to suspend the Service immediately from this point on and iQU will send Advertiser a notification of breach with a remedy period of 7 days (notification will be sent by email). If payment is received within 7 days of the notification of breach date, iQU will resume the Service. If payment is not received within the remedy period of 7 days, iQU has the right to terminate the Agreement in accordance with section 7 of these iQU T&C. Advertiser will be liable and reimburse iQU for any costs (made) and/or damages related to the late or non-payment by Advertiser. Furthermore, iQU has the right to demand pre-payment by Advertiser in the future or alter the payment conditions in any manner.

iQU has the right to charge interest charges / collection agency charges from 7 days after breach.



4.6 In the event that Advertiser activated a monthly budget, iQU shall make an effort to notify Advertiser by email when 80% of budget is spent. This article 4.6 is not applicable in the event of a test budgets as stipulated in the Insertion Order.

4.7 In the event of an over delivery of the budget agreed upon in the Insertion Order of 10% or less, Advertiser shall pay the invoice including the over delivery.

4.8 If Advertiser believes there is a negative Traffic discrepancy of greater than 10%, Advertiser must address this issue immediately and in any event no later than 10 (ten) days of receipt of the report. If such an issue is not addressed within 10 days, the report will be deemed to be correct. In the event that the Advertiser has addressed the issue within 10 days, iQU will investigate the statistics. Advertiser shall always pay the invoices due in time in full, especially also including in the event described in this section. In the event that iQU discovers that there is a negative Traffic discrepancy of greater than 10%, the amount that was unduly paid will be set off against the next invoice.

5. Pre-payment

5.1 In the event that Parties have agreed on a pre payment (for 1 or more Offers), the following applies: If the Agreement is terminated by the Advertiser in part or in whole, the pre-payment related to the terminated (part of) the Agreement, is non-refundable.

6. Intellectual Property Rights

6.1 iQU owns or has the rights to all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to iQU, the Service or software necessary for the Service.

6.2 "Intellectual Property Rights" means all intangible, intellectual, proprietary and industrial property rights, wherever located, including, but not limited to, the following:

- (a) all trademarks, service marks, trade names and logos;
- (b) all copyrights, moral rights, and other rights in works of authorship including images;
- (c) all patents and patents applications;
- (d) all designs, ideas, and
- (e) all other rights covering intangible property recognized in any jurisdiction.

6.3 Intellectual Property Rights to information, productions, materials, elements, artwork, creations, drafts and all other work ("werk" under the Dutch Copyright Act), including within Ads and including on the Advertiser's website, ("Work") belong to Advertiser or that the owner of the rights to the Work has granted Advertiser with a license to use the (Intellectual Property Rights regarding the) Work as necessary to fulfill this Agreement and these iQU T&C without any limitations and without any costs for iQU. The Advertiser also guarantees that the Work does not infringe on any rights of third parties, including Intellectual Property Rights, and that such Work is not offensive, prohibited or questionable in any way.

6.4 Advertiser holds iQU harmless from and indemnifies iQU against any claims from any third party relating to infringement of Intellectual Property Rights.

6.5 Advertiser hereby grants iQU the right during the Term of the Agreement to use the (Intellectual Property Right regarding the) Work, in order for iQU to fulfilling it's obligations under the Agreement. The client grants to iQU a limited, not exclusive, royalty free worldwide and non-sub-licensable license to use and to display its brand, logo and Application for the purposes of referencing said. Application along with any marketing material, test and presentation as freely determined by iQU.

6.6 Advertiser may only use the Work from iQU, such as, not limited to logo's, after prior written approval from iQU. Any mentions relating to the Agreements and working relationship between iQU and Advertiser, may also only be communicated to any third party and publicly after prior written approval from iQU.

6.7 The rights provided to iQU on the basis of this section will be exclusive or non-exclusive depending on the Agreement.

6.8 Advertiser will deliver Work to iQU as requested by iQU, which request will depend on the specific Offer.

6.9 The specified Work under article 6.8 will be delivered to iQU at the latest 3 (three) days before the desired launch date as specified in the Agreement. If not, this may result in a delay of the launch of the Offer.

6.10 If the Advertiser is not able to deliver the specified Work under article 6.8 on time or at all, iQU reserves the right to create this specified Work for Advertiser at a charge to Advertiser of up to USD 1,500.00 (which can be waived depending on commercial negotiations). In this event the source graphics must be provided to iQU in order to ensure the highest quality. Also, in this event Work created under this section 6.10 or for any other reason by iQU, this Work is and will remain the (Intellectual) property of iQU.

7. Limits on iQU's Liability

7.1 iQU cannot guarantee or warrant the performance of the Service under all circumstances. iQU cannot guarantee the success of the Offer or the advertisement campaign.

7.2 IN NO EVENT SHALL iQU OR ANY OF ITS SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL OR OTHER DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE OF,



OR INABILITY TO ACCESS OR USE THE SERVICE, EVEN IF iQU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARISE DIRECTLY AND SOLELY FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF iQU.

7.3 More specifically, iQU will not be liable for defects in the Service, interruptions in the accessibility to the Service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in the Service or for any damage caused by viruses or components of the Service, to the Advertiser software and/or the Advertiser's website. iQU shall not be liable for any error in the implementation of the links on the Advertisers website or for the specified function of the links. Additionally, iQU has no control over and is therefore not be liable for the behavior of third parties and Publishers, including but not limited to any breach of contract by the Publisher. iQU shall not be liable in any way for any agreements made directly between the Advertiser and such companies.

7.4 In the event that the foregoing exclusions or limitations of liability or any of the disclaimers of warranties is not allowed by law, such exclusions or limitations will not apply to Advertiser but only to the extent such exclusions or limitations are not allowed. In such case, such exclusions or limitations shall be limited to the extent required by applicable law.

7.5 The Advertiser shall keep iQU harmless for and indemnify iQU against any claims including claims for damages or costs, including on the basis of Intellectual Property Right infringement, in relation to the Offers, the Agreement or these iQU T&C.

7.6 In the event that Advertiser does hold iQU liable and an authorized judge has ruled that iQU is liable, iQU's liability shall be limited to direct damages up to the amount of EUR 2.500, - (twothousandfivehundred euros).

8. Term and Termination

8.1 The Framework and/or an Agreement shall come into force upon execution thereof by both iQU and Advertiser and shall remain in effect until terminated as per this section.

8.2 The Advertiser is entitled to terminate an Agreement for any reason in writing, taking into account a notice period of 1 (one) calendar month. For example, if Advertiser sends a notice of termination to iQU on the 15th of July, the Agreement terminates as per the 1st of September.

8.3 Advertiser may elect to pause an Offer at any time in which case iQU will inform the Publisher of this request. The effectuation of the pause will normally not take effect before a period of 48 hours. During this period, the Agreement is still in effect and all Conversions must be paid. During the "test campaign" phase i.e. the first 30 days after the campaign is launched, the Advertiser cannot pause the campaign.

8.4 iQU is entitled to (at its discretion) terminate the Agreement or suspend the Service regarding one or more Offers in writing (including through email) for any reason, including without limitation, in the event that: (i) iQU considers the Advertiser or the content of his website inappropriate in any way; (ii) The Advertiser acts fraudulently or illegally in any way or the Advertiser tries to influence the Tracking Code on their website or Advertiser in any other way breaches any of the provisions of this Agreement; (iii) The Advertiser does not comply with any applicable law or regulation; (iv) at iQU's sole discretion iQU decides that the Offer does not obtain enough Conversions within a period of four (4) weeks.

8.5 The Agreement may be terminated by either Party upon written notice to the other Party if the other Party breaches any material obligation provided under the Agreement and the breaching Party fails to cure such breach within the reasonably given remedy period. Either Party may forthwith terminate the Agreement immediately, if the other Party is the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of creditors, goes into voluntary or compulsory liquidation, has a receiver or administrator appointed over the its assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other Party.

8.6 Effect of Termination. The Advertiser must cease to use the Service and iQU will disable the Service upon termination of an Agreement Termination for whatever reason, will not discharge the Advertiser from the obligation to pay all outstanding invoices.

8.7 Termination of the Framework Agreement may be done by iQU taking into account a notice period of 1 (one) month. Termination of the Framework Agreement will not affect ongoing Agreements and the Framework Agreement will remain in effect for the ongoing Agreement until termination thereof.

9. Consent and Confidentiality

9.1 The Advertiser consents to the publication of the Advertisers name and web address and other information relating to the Advertiser at iQU's website. The Advertiser also consents to iQU sending newsletters and other information to the Advertisers e-mail address and using the information given by the Advertiser for marketing purposes.

9.2 "Confidential Information" means nonpublic information that a Party to the Agreement marks or otherwise designates as being confidential, or by its nature should be considered confidential including, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software, marketing or promotional activities, or business policies or practices of the Discloser. Neither Party will disclose the Confidential Information of the other Party or use such Confidential Information for its own benefit or for the benefit of any third party for any reason. Each Party's obligations in this Section will not apply to information that such party can establish



(a) was in the public domain at or subsequent to the time it was communicated to the receiving party ("Recipient") by the disclosing party ("Discloser") through no fault of Recipient;

(b) was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser;

(c) was developed by Recipient independently of and without reference to any information communicated to Recipient by Discloser; or

(d) has been communicated by Discloser to one or more unaffiliated third parties without any confidentiality obligation.

Upon request at any time during or after the Term of the Agreement, each Party will return to the other party all Confidential Information provided by the other party, and all copies thereof, in such return party's possession, custody or control.

Notwithstanding the foregoing, Recipient may disclose or produce any Confidential Information if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that Recipient gives Discloser reasonable advance notice of the same to allow Discloser a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief relating to such proposed disclosure.

10. General

10.1 Data and Cookies. The Advertiser hereby undertakes to comply with all applicable EU- and national laws and regulations in force including, but not limited to, the EU-directive 2002/58/EC.

iQU is allowed to place cookies. These cookies placed by iQU are valid for at least 30 days after first visit of the visitor. iQU has the right to collect data, including, but not limited to personal data in anonymous form, not being personal data under the Personal Data Protection Act (Dutch: niet zijnde persoonsgegevens in de zin van de Wet Bescherming Persoonsgegevens). In the event that iQU does collect personal data under the Personal Data Protection Act (Dutch: zijnde persoonsgegevens in de zin van de Wet Bescherming Persoonsgegevens), a separate processor's agreement will be executed between Parties, iQU will always be considered as processor and Advertiser will be considered as controller.

Advertiser guarantees that it is compliant at all times with applicable law relating to the collection of personal data, including, without limitation under Dutch Law (Personal Data Protection Act) and that he will inform iQU of specific laws and regulations of Countries, as to enable iQU to comply with these laws and regulations. Advertiser holds iQU harmless from and indemnifies iQU against a claim from any third party relating to this section 10.1.

10.2 If the Advertiser is a natural person he must be at least 18 years of age. If the Advertiser has not reached the age of 18, a parent must give their explicit written consent regarding the (attempted) registration to iQU's Service and must sign the Agreement on behalf of the minor. The (attempted) registration to the iQU Service or signing of the Agreement by an Advertiser under the age of 18 without parental consent is ineffective and void.

10.3 The Advertiser warrants that the information furnished to iQU regarding himself and his website is correct, complete and sent in due order and that the information corresponds to actual facts. The Advertiser must notify iQU immediately by email of any changes in the information.

10.4 In the event the Advertiser is a private company with limited liability or public limited company, iQU must be provided with the Advertiser's full registered name, company registration number, registered office, trading address and VAT number.

10.5 These iQU T&C may be amended by iQU at any time. Such amended iQU T&C shall be effective upon announcement thereof on the iQU website or notification to Advertiser. By continuing to use the Service after such announcement or notification, Advertiser will be deemed to have accepted such amendments.

10.6 Severability. If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

10.7 Assignment of the Agreement. The Advertiser may not assign or pledge his rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of iQU.

10.8 Localization. Advertiser agrees that the Offer shall be localized properly. Advertiser guarantees that the Offer and the Ads are in accordance with the following minimum requirements. The Offer and Ads

- i) are translated in the correct languages, applicable for the Countries;
- ii) are in complete conformity with any and all national and state laws and legislations of the Countries;
- iii) are in complete conformity with any and all regulations of anybody charged with the enforcement of a (statutory) regulation, such as, without limitation rating bodies (ESRB, USK etc.)
- iv) is Advertiser holds iQU harmless from and indemnifies iQU against any claim from any third party, relating to the aforementioned guarantees and on any other grounds. Nevertheless, iQU always reserves the right to reject an Offer.

10.9 Any changes to the Framework Agreement or any other Agreement, must be mutually agreed upon between Parties in writing (including per email) before they have effect.

10.10 A decision of iQU to not invoke its rights, does not constitute a waiver of these rights.

10.11 Nothing in this iQU T&C or an Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between iQU and the Advertiser.



11. Applicable Law

11.1 This iQU T&C and an Agreement shall be governed by, and is construed in accordance with the laws of the Netherlands.

11.2 If any dispute arises out of the Agreement or the Framework Agreement that cannot be resolved according to the Agreement or the Framework Agreement, these iQU T&C and if the dispute cannot be settled amicably, the dispute will be brought before the courts of Amsterdam.

Parties explicitly agree to the jurisdiction of the courts of Amsterdam