



Mobile Representation International Corporation

Exclusive agent for RevMob

Additional Terms & Conditions for Social Network Influencers

This document contains additional Terms & Conditions (“**T&C**”) designed for mobile advertising through social networks, a market place into which the influencers (“**Influencers**”) act as publishers.

Those T&C shall be considered a complement to the MRI Standard Terms & Conditions (“**Standard Terms**”) which can be found at

http://mobilerepresentationinternational.com/terms_conditions.html

Where applicable, the Standard Terms shall apply to the agreement entered between the parties herein.

1 Introduction

These T&C and the Standard Terms (collectively referred to as the “**Agreement**”) govern (i) Advertiser’s and Influencer’s participation in MRI’s licensed Program (see definition in the Standard Terms) and, as applicable, any insertion orders or service agreements (“**IO**”) executed by and between the Parties and/or Advertiser’s online management of any advertising campaigns; (ii) and the legal aspects of the Services to be rendered by the Influencer to the Advertiser (“**Services**”), to which Mobile Representation International (“**MRI**”) contributes by approximating those two parties and by providing an advertising plan to Advertiser through its Program.

Advertiser and MRI (collectively referred to as the “**Parties**”) hereby agree and acknowledge the following:

2 Influencer

For the purposes of this Agreement, “**Social Network**” means any internet-based social media programs that allow several kinds of connections between its visitors and/or users. Those connections may include, but are not limited to, public posts and communications that allow direct or indirect contact – on a real-time basis or not – between one or more person and/or entity. Internet-based social media programs may refer to different kinds of businesses. For instance, a program that allows its visitors and/or users to share photos, videos, songs, or any portion of them between each other, automatically or through sending of a voluntary message, shall be considered a Social Network.

Influencer may choose to advertise any campaign or content (“**Advertising Material**”) as provided by the Advertiser in his social network page and/or space (“**Page**”). Advertiser acknowledges that MRI shall not, by any means, be responsible for:

- (i) Influencers' use of the Services, for any content they post or provide to or as a result of the Services ("**Post**") as well as for any consequences thereof, regardless if it was publicly posted or privately transmitted;
- (ii) the use of any portion of the Post by any third parties, including, but not limited to, Influencers' Page users and/or visitors;
- (iii) any adaption to the Advertising Material and for the manner Influencers deliver and expose Advertiser's trademark and any of its proprietary elements, including, but not limited to, its products, services and/or software ("**Proprietary Elements**");
- (iv) complying with any advertising policies provided by the social networks that host Influencers' Page and cannot, by any means, be liable for any acts arising from those social networks that may cause Advertiser or Influencer any damage, which may include, but are not limited to, appliance of Page and/or content shutdown;
- (v) any parody, disparage, adverse or funny comment of the Advertiser or any of its Proprietary Elements software in any way, during or after publication of the correspondent Post;
- (vi) unauthorized creation of any contextual or surrounding posts or other material on Influencers' Page that in any way detracts from, dilutes the effect of, or undermines the Advertiser or any of its proprietary elements, products, services and/or software.

3 Advertiser

Advertiser hereby represents and warrants that:

- (i) It is solely responsible for the veracity and accuracy of the information it provides to MRI and/or Influencer for advertising purposes;
- (ii) It is solely responsible for evaluating the content of the Post, as well as the adequacy of the Page and of the Influencer to its internal policies and to the integrity of its trademark, brand and its Proprietary Elements;
- (iii) It does not, by any means, have any intention to harm, deceive or mislead its users and/or consumers with the information it provides to MRI and/or Influencer and that MRI shall by no means be responsible for any direct or indirect damages of any kind that may be caused to those users and/or consumers.

Advertiser acknowledges that MRI does not have control over the manner the Influencer delivers, treats and/or displays its trademark, brand and Proprietary Elements and that it is impossible for MRI to have reasonable control over the possibility that the Influencer may, without being licensed or authorized, use in any way any of those Advertiser's elements on its Posts or Page. Influencers may also enter a contractual relationship and advertise for competitors. MRI shall not be liable for damages of any kind that may arise from those practices by the Influencer.

4 General Provisions

In case MRI and/or Advertiser disapproves a specific Post, any of them may notify Influencer to immediately remove it. The Parties acknowledge that MRI is not responsible for any aspect of the Post and that Influencer is an independent third party which is not directly controlled by MRI.

Both Influencer and Advertiser may be subject to specific regulations with regards to the advertising activity in certain jurisdictions that may require them to disclose certain information to the customers (which may include, for instance, Page visitors). That information may include, but is not limited to, obligation to disclose to those customers that a specific Post relates to remunerated advertising activity. MRI shall not, by any means, be obliged nor required to comply with those rules and Influencer and Advertiser are solely responsible for that compliance.

Any Posts may inherently give rise to negative and/or harmful comments about Advertiser's trademark and Proprietary Elements. As MRI does not have control over any Post arising from the Influencer, Advertiser hereby acknowledges that it is solely responsible for determining whether such Post is acceptable and appropriate to the Advertiser. MRI will provide reasonable commercial efforts so that Influencers waive MRI and Advertiser and hold them harmless against all claims Influencer may have due to the breach of any right of privacy, defamation or indirect damages it may have suffered by linking its name or Page to the Post or any of Advertiser's Proprietary Elements.

In view of the above considerations, MRI shall not, by any means, be liable for the legality, validity, accuracy or suitability of any content of the Post or of the Proprietary Elements.

5 Licenses and Intellectual Property

Advertiser hereby grants MRI and Influencers a limited, non-transferable, non-sub-licensable, revocable license ("**License**") to use its trademark and to expose certain aspects of its Proprietary Elements on the Posts, solely to the extent permitted by the Advertiser herein.

The Parties acknowledge that the License shall be limited to the Post and MRI shall apply reasonable commercial efforts to keep Influencer from using Advertiser's trademark or expose any aspect of its Proprietary Elements unless Influencer is expressly authorized to do so.

Every new content intentionally or unintentionally produced by Influencer on its Post, which may include, without limitation, slogans, shall be fully, automatically and irrevocably transferred to MRI at the time the Post is published. MRI may, at its sole discretion, transfer that content to Advertiser.

6 Payment Obligations

Advertiser shall be responsible for prepayment of all charges up to the amount of each IO ("**Payment**"), or as set in an online Advertiser account, and shall pay all charges in U.S. Dollars or in such other currency as agreed to in writing with MRI. Unless agreed to by MRI and Advertiser in writing, Advertiser shall pay all charges in accordance with the payment terms in the applicable IO or program documentation. Charges are exclusive of taxes. Advertiser is responsible for paying (i) all taxes, government charges, and (ii) reasonable expenses and attorney fees MRI incurs collecting late amounts. Any amount not paid when due shall be subject to a penalty of two percent (2%) of the amount per month calculated pro rata die ("**Penalty**"). To the fullest extent permitted by law, Advertiser waives all claims (which may be, but are not limited to, judgements and proceedings) relating to charges, (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within the Claim Window, which shall be of 30 (thirty) days.

For the purposes hereunder, Claim Window is defined as the length in days during which Advertiser may question the amounts set forth on a specific invoice sent or made available by MRI, counted from its sending or from the date it was made available by MRI through the Program's website.

At the sole discretion of MRI, and subject to the commercial terms entered by MRI and the Advertiser, a credit ("**Credit**") may be granted to the Advertiser upon enrollment in the Program, or at any given moment during the time the Advertiser is enrolled in the Program.

The total amount of the Credit is based upon the metrics and figures provided by the Advertiser in relation to the use of the Program and accepted by MRI.

At the period stated in the Agreement, MRI will provide the Advertiser a statement of the total insertions, the amount of the Credit used and the total figures due by Advertiser, in conjunction with the corresponding invoice ("**Invoice**") and the due date ("**Due Date**").

The Invoice will be electronically sent to the Advertiser through the e-mail provided in the enrollment to the Program (as defined in the Standard Terms) and Advertiser is solely responsible for updating any relevant information in relation to its data, specifically the e-mail used for receipt of the Invoices.

The Invoice will be emitted on the first business day of every month, regarding the monthly spend of the previous month. The Advertiser has the period of the Claim Window to inform MRI of any discrepancies in the value of the Invoice, otherwise it is implied that Advertiser agrees with the amount owed. If any discrepancy is informed to MRI and/or Revmob within the Claim Window, Advertiser has five (5) business days to justify this discrepancy and come to an agreement with MRI and/or Revmob regarding the amount to be paid, or else Advertiser must pay the original amount set forth in the Invoice.

The Advertiser is responsible for the payment of the Invoice in the Due Date. Should the Advertiser fail to pay the Invoice in the Due Date, the Services and its access to the Program may be suspended by MRI until the due payment of the Invoice and the Penalty. The waiver of any Penalty will be granted at MRI's sole discretion, based on its internal metrics, including, but not limited, to the total amount of the Invoice and the total Credit granted.

If any case, MRI may send a daily message to the Advertiser, in the e-mail provided, stating the due amounts at the date of the due date, and also the Penalty applicable.

Should Advertiser have any receivable against MRI, MRI has full right to offset ("**Offset**") any of such receivables against the value of any Invoice due at the day following the due date of the Invoice and such Offset is considered duly approved by Advertiser.

No Penalty shall be applicable to the case of the Offset should the outstanding receivables of Advertiser be equal or higher than the amount of the one provided in the Invoice.

Nothing in these Terms or an IO shall obligate MRI to extend credit to any party. Advertiser acknowledges and agrees that any PayPal, wire transfer and any other related billing and payment information required for payments of Advertiser's ad placements billed by MRI may be shared by MRI with third parties, at MRI's sole discretion, for collection purposes via third parties hired by, or affiliated with, MRI. MRI may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. MRI shall not be liable for any use or disclosure of such information by such third parties.

MRI and Revmob are not responsible and shall not be bound to any relationship entered by an Advertiser through an Agent, nor is responsible for any payment, statement, claim, promise made by Agent. No directly relationship between MRI and Revmob will derive from such way of enrollment in the Program, as defined in the Standard Terms.

MRI may, at its sole discretion, transfer its credit/billing rights to any third party, independent of any of the other Parties consent.

7 Indemnification, Limitation of Liability and Standard Terms

Advertiser agrees to hold harmless, defend and indemnify MRI its licensor and affiliates, and their respective officers, directors, shareholders, employees, agents and other representatives, against any pending, threatened, resolved or settled third party claims, liabilities, demands, judgments or causes of action, and costs and expenses related thereto (including reasonable attorneys' fees and costs), arising out of: (i) breach of any of its representations, warranties, liabilities or obligations under this Agreement; (ii) Advertiser or its representatives' breach of any applicable law or failure to advise MRI of the requirements of any applicable law; or (iii) any gross negligence or willful misconduct of Advertiser or any of its respective directors, officers, employees, contractors, agents or other representatives.

Please refer to the Standard Terms with regards to the limitation of liability clause. The Standard Terms shall fully apply to the contractual relationship between MRI, Advertiser and Influencer where it is not specified herein. Those appliances include, without limitation, the term and duration of the Agreement, the submission of any changes to it and the disclaimers made by MRI. For the purposes of this Agreement, Influencer shall be regarded as "Publisher" in the Standard Terms.