



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](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 polices 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;
- (iv) Understands that Influencer's activity may result in risks for the Advertiser, which may related to the non-compliance with applicable advertising regulations on Advertiser's or Influencer's country. Advertiser agrees that Inflex shall not, by any means, be liable for the breach of any of the aforementioned regulations;
- (v) While contracting a Post, Advertiser may have to comply with some rules related to the advertising of its product or service. Advertiser recognizes that it contracts with the Influencer at his own risk, as well as the compliance with the aforementioned rules by the Influencer;
- (vi) It is impossible for Inflex to have control over the manner Influencer delivers its Posts, as well as discloses Advertiser's Proprietary Elements before or after the delivering of the contracted Post. Advertiser recognizes that Influencer may deliver Posts for Advertiser's competitors and acknowledges that Inflex shall not be liable for any damages of any kind which may arise from those practices by Influencer;

- (vii) Infleux shall not be liable for any content delivered by Influencer, which may include, without limitation, illegal or improper content such as racist, homophobic, discriminatory and other kinds of content;
- (viii) Infleux shall not be liable and cannot have control over any other Posts delivered or to be delivered by Influencer, as well as the contents (such as, without limitation, comments, ratings, third-party posts, user actions) adjacent to Influencer's Page.

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 Confidentiality**

The term "**Confidential information**", to the extent of the hereby T&C, means any information that is disclosed or made available orally, in writing, or by any other ways, tangible or not, which may include, but is not limited to: know-how, techniques, designs, models, copies, formulas, methods, computer programs, brands, values, operational, financial, administrative, commercial, or legal information, data client base, suppliers list, process, product conception, specifications, costs, definitions, market information and any other documents or information used in the execution of the activities hereby established, by which, direct or indirectly, by their directors, employees or agents, the "**Receiving Party**" (that may be the MRI or the Advertiser), had access, knowledge or that may be trusted to them during the negotiations and the rendering of the services to the "**Disclosing Party**" (which may be MRI or the Advertiser). The confidentiality of the information aforementioned must always be presumed by the recipient, regardless of if the information is signalized as confidential.

The Receiving Party agrees and undertakes to take all necessary measures to protect the Confidential Information of Disclosing Party's property, as well to avoid and prevent their disclosure to third parties, unless if authorized by writing by the Receiving Party. The disclosure is allowed to directors, employees and agents that are directly involved in the discussions and analysis, meetings and business among the Parties, extending to them the obligations of these T&C regarding the confidentiality and the nature of that information.

The Receiving Party must use the Confidential Information exclusively to the hereby T&C agreed between the Parties.

Notwithstanding anything contained herein to the contrary, the confidential obligations set forth hereunder will not be applied to any information: (a) that was or becomes generally available to the public through in the moment of the disclosure, unless if it happens in consequence of the Receiving Party's omission or act ;(b) that is already in the power of the Receiving Party, as a result of its own research, as long as the Disclosing Party may prove that fact; (d) which disclosure is liability in response to a valid order by a court or other governmental body, solely at the extension of these orders, provided that the Receiving Party had notified the existence of that order, previously and by written, to the Disclosing Party, giving it the due course to claim for the application of the protection remedies.

## **8 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.

MRI and any of its affiliates will not be liable for any consequential damage, direct or indirect, exemplary or punitive (including without limitation loss of profits, revenue, interest, goodwill, loss of corruption of data or for any interruption in the Influencer's business) whether in contract, tort (including without limitation negligence) or any other legal theory, even if advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

Except for payment obligations, neither Party is liable to any failure or delay resulting from acts of God or events of force majeure.

The term of these T&C starts on the date this Agreement is signed, which may happen through digital means (for example, using the software named DocuSign) or in the date that the Advertiser creates its account in the MRI's website and accepts the T&C digitally, and will be in force by 1 (one) year, being extendable by equal and successive periods, unless any of the Parties give a 30 (thirty) days prior written notice to the other Party with the intension to terminate these T&C. The continuance of the Program use by the Advertiser will mean that these T&C are still valid between the Parts. The rights and obligations of confidentiality and property rights arising of these T&C will be in force for 5 (five) years after the termination or expiration of the T&C, for any reason.

These T&C may be terminated by MRI by providing Advertiser a 48 (fourth eighth) hours prior written notice.

These T&C and the rights or obligations herein established shall not be transferred or assigned by Advertiser without the prior written consent of MRI.

If individual provisions of these T&C are or become ineffective or invalid, the effectiveness and validity of the remaining provisions shall not be affected, and they will be effective and valid until their accomplishment by the Parties of all provisions herein established.

All notices, agreements, orientations, authorizations, approvals, applications, instructions and other communications demanded or allowed by these T&C to be delivered to any of the Parties shall, to be deemed valid, be remitted to Advertiser's e-mail as informed in its account created on MRI's Program.

These T&C must be construed as if all Parties jointly wrote It, and governed by the laws of Brazil. All claims arising out of or relating to this Agreement or the Program shall be litigated exclusively in the courts of the city of São Paulo, state of São Paulo, Brazil.