

Terms & Conditions

TERMS AND CONDITIONS FOR ADVERTISER(S)

Valid on 4 November 2020.

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“ADVERTISER”) AND MIRELIA NETWORKS (“MIRELIA” OR “MIRELIA PLATFORM”) STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USAGE OF THE MIRELIA PLATFORM. PLEASE READ THIS TERMS AND CONDITIONS (“AGREEMENT”) BEFORE PRESSING THE “REGISTER” BUTTON ON THE REGISTER PAGE. BY PRESSING “REGISTER”, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLOSE THE PAGE, AND YOU WILL BE UNABLE TO USE THE MIRELIA PLATFORM.

DEFINITIONS

For the purposes of this Agreement, the parties agree that the following terms shall have the following meanings unless they are otherwise defined in this Agreement:

“Advertiser(s)” means one or more customers of MIRELIA, which create the Advertising Material, and authorize MIRELIA and its affiliates (if applicable) to include it on Website(s) operated by them.

“Advertising Material” means the text, graphics, logos, designs, trademarks, and copyrights for any type of advertising, including, but not limited to, banners, text ads, pop-ups, and pop-unders created by an advertiser.

“Website(s)” means the space, including without limitation, landing, homepage, or the entire website, where MIRELIA and its affiliates (if applicable) incorporate or embed the Advertising Material.

“MIRELIA Platform” describes the technology and service that places advertisements on Websites, which includes an advertising software that has been licensed to MIRELIA and which MIRELIA hereby sublicenses to Advertisers using the MIRELIA Platform subject to this Agreement.

“Deliverables” means the inventory delivered during the Advertising campaign (e.g., impressions, clicks, Installs, or other desired actions).

“Impressions” means the number of times Advertising Material is served to a person visiting the Website(s).

“Advertising Campaign” means CPC, CPM, or any other type of campaign that may be organized using MIRELIA Platform resulting in Deliverables.

“CPC” means cost-per-click, an advertising model in which Advertiser(s) pays a fee each time one of its Advertising Material is clicked by the user.

“CPM” means cost-per-mile, an advertising model in which Advertiser(s) pays based on Impressions, specifically for each 1000 of them.

“eCPM” means the effective cost per mile. eCPM is used on the MIRELIA to calculate the relative cost of an advertising campaign and estimates the cost/revenue per 1000 views of the Advertising Material.

“Unique Click” means the number of times, as recorded by MIRELIA in MIRELIA Platform, a user visiting Website(s), as identified by IP address, clicks on Advertising Material. A click on Advertising Material by a particular visitor shall only be counted as a Unique Click once every 24 hours.

“Administration Panel” means the interface provided by MIRELIA to Advertisers in order to use the MIRELIA Platform.

CLAUSES

1. OBJECT

1.1. By virtue of this Agreement, Advertiser(s) markets and advertises their goods and services using Advertising Material, and MIRELIA incorporates or embeds the Advertising Material into the Website(s) through the MIRELIA Platform. On top of that, MIRELIA may provide guidance to help Advertiser(s) use the MIRELIA Platform.

1.2. MIRELIA is a service provider and has no practical knowledge about the content of the Advertising Material created by the Advertiser(s), which is published on the Website(s) using the MIRELIA Platform. The advertiser is the only responsible party for such content and will always hold MIRELIA harmless for any responsibility, infringement, damage, or loss in relation to such content.

1.3. MIRELIA Platform allows Advertiser(s) to run Advertising campaigns campaigns.

1.4. In order to use MIRELIA Platform Advertiser shall create an account and fill it with all necessary information to create and launch Advertising campaigns.

1.5. In certain cases, where it is required to fulfil MIRELIA obligations hereto, the latter may access the Advertiser account with unlimited rights to view, edit it or the information about it as necessary. Advertiser hereby expressly consent and admits that MIRELIA has such right and technical capacity to perform the above actions at any time with or without informing Advertiser about it, upon MIRELIA sole discretion, as it deems necessary to provide services hereto.

2. ADVERTISING BUDGET

2.1. The advertiser shall make an advance payment of its advertising budget using wire transfer or any other acceptable by Mirelia payment methods.. The Advertiser shall pay all charges in the U.S. Dollars or Euros, according to the currency set up in its Administration Panel. MIRELIA reserves the right to grant Advertiser(s) a bonus on the first deposit, and it is expressly understood that it is the right of MIRELIA and in no event cannot be construed as an obligation.

2.1.1. Prices for each of the Deliverables are set by MIRELIA on its own discretion and specified in the Administration Panel. MIRELIA reserves a right to change the prices for Deliverables at any time, without consent of the Advertiser giving a 7-days' prior notice via electronic communication (e-mail, etc.).

2.2. Charges are exclusive of taxes and technical fees. Advertiser(s) is responsible for paying all taxes, government charges, bank or payment service provider's fees (i.a. commissions, FX loss, etc.), and reasonable expenses and attorneys' fees that MIRELIA may incur collecting unpaid amounts. Nothing in this Agreement shall oblige MIRELIA to grant credit to the Advertiser.

2.3. Recording and measurements. MIRELIA has an exclusive right to calculate statistics, including, but not limited to, Impressions, click-through rate, revenues, eCPM, and Advertiser irrevocably agrees to accept and comply with such statistics and expressly waives any rights to dispute any recording or measurements hereunder made by MIRELIA Platform. Statistics shall be available to the Advertiser online in the Administration Panel. The Advertiser understands that MIRELIA's online statistics may have a certain amount of discrepancy. MIRELIA cannot guarantee any volume of Deliverables, which may differ from one day to another, based on the performance of the Website(s).

2.4. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to MIRELIA may be shared with companies acting on MIRELIA's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to MIRELIA and servicing Advertiser's account.

For the purpose of detection and prevention of fraudulent activity on MIRELIA platform, MIRELIA implements card verification measures. It is hereby agreed that the Advertiser shall comply with the [Payment Card Verification Policy](#) either when the amounts of his spending/deposits to the Advertising Budget exceed 1,000 USD (cumulative) or MIRELIA has a reasonable concern and/or suspects that the Advertiser is or may be involved in fraudulent activity, breaches any applicable law, policy (regulation), his activity may result in any kind of damage or harm to reputation.

2.5. MIRELIA reserves the right to withhold deposit or charge Advertiser's account due to any breach of this Agreement by Advertiser.

2.6. MIRELIA reserves a right to implement on its own discretion and conditions various bonus programs for Advertisers. The information about such programs is available in the Administration Panel. Mirelia hereby reserves a right to adjust an advertising budget of the Advertiser for the purpose of bonus amounts enrollment and/or deduction. The amounts enrolled in the Advertiser's advertising budget as a bonus shall not be subject to a refund in any case.

3. ADVERTISER REFUND POLICY

3.1. MIRELIA strives to offer the best service possible to its clients. Once an Advertiser makes an initial deposit in the MIRELIA Platform, Advertiser has six (6) months from the last payment date to ask for a refund of the balance remaining on the account if the Advertiser isn't satisfied with the MIRELIA and has remained in compliance with this Agreement. All amounts that have been already spent to run campaigns (display Advertising Material) are non-refundable in any case. As soon as an Advertiser makes a second deposit in the MIRELIA Platform, it is hereby understood that a refund can only be available if the Advertiser's balance is over \$100, and a processing fee of 10% will be deducted from the refund amount. Advertisers that have been canceled and/or terminated by MIRELIA for breach of this Agreement are not entitled to any refund regardless of any special provisions provided herein

3.2. MIRELIA may remit a refund only to the same payment method (as per the article 2.1. above) from which the deposit was made. If such payment method becomes unavailable, MIRELIA may consider an option to remit the amount of refund to payment method other than specified above, but in any case, such option shall remain in MIRELIA's sole discretion ([Payment Card Verification Policy](#) applies). In a case when MIRELIA has reasonable suspicion of potential fraud, money laundering, or illegal cash-out, MIRELIA shall dismiss the refund without giving any reason.

4. REPRESENTATIONS AND WARRANTIES

4.1. Advertiser represents and warrants to MIRELIA that none of the advertising provided contains:

- Any material that consists of paraphilia or scatological activities;
- Any material that contains children or minors in adult or sexual situations;
- Any material that contains bestiality (zoophilia), including animals in adult or sexual situations;
- Any material that consists of extreme violence, abuse, rape, blood, incest, coprophilia, urination;
- Fake Scareware Alerts;
- Promotion of Escort;
- Any trademarks, copyrighted materials, logo, brand, creatives or parts of the design that belong to MIRELIA including any mentioning of the products owned by MIRELIA;
- Backjacking and Auto redirection that may result in forcing the visitor away from the Website(s) and/or Back Button redirect mechanics to another website or page when clicking on "Return back" button in browser;

- Any content that includes “revenge porn”;
- Any material that offers illegal products or services;
- Promotion of incentives for online activity to surf websites, click on the ads or any activity that artificially enhances website or advertiser metrics;
- Excessive profanity;
- Promotion of violence, racial intolerance, or advocacy against any individual, group, or organization;
- Any campaigns containing Malware/ Fishing;
- Promotion of fake documents, copied material, or paper mills;
- Any unauthorized use of third party trademarks that either creates a likelihood of confusion that consumers will believe the products or services originated from the trademark owner or is likely to dilute the value of a known trademark;
- Promotion of drugs or any related paraphernalia;
- Sales or offers of certain weapons, alcohol, tobacco, or any related paraphernalia. Advertisements for electronic cigarettes are permitted but cannot contain tobacco;
- Promotion or any attempt to profit from human tragedy or suffering;
- Promotion of illegal activities that infringes on the rights of others, including intellectual property rights;
- Promotion of gambling websites where applicable regulations forbid such promotions. Any Advertiser wishing to promote gambling websites hereby warrants that he is legally entitled to promote such gambling sites and that he is fully entitled, pursuant to any applicable regulations, to do so through the MIRELIA Platform and in the particular countries Advertiser wishes to advertise. The advertiser also warrants that MIRELIA will incur no liabilities in allowing Advertiser to promote gambling websites. The Advertiser declares that it complies and is aware that certain jurisdictions forbid the promotion of gambling websites and require that gambling operators hold a license valid in such jurisdiction prior to allowing users connected from IP addresses belonging to such jurisdictions. Pre-approval received from MIRELIA shall not be construed as MIRELIA, having checked Advertiser’s compliance with the present clause and will not affect Advertiser’s liability pursuant to its failure to comply with the representations and warranties set forth herein. Furthermore, Advertiser undertakes to ensure compliance with the present clause at all times;
- Promotion, whether direct or indirect (reselling), of any restricted or forbidden content, services, products, websites, whatsoever (hereinafter referred to as “Items”), including but not limited to cryptocurrency and related Items, escort, prostitution or any other form of engagement in related paid intercourse whether sexual or not, other Items or advertising set out in this clause 4, etc., where such content or its advertisement is restricted or forbidden by applicable regulations or may bring any kind of damage or negative consequences, to MIRELIA itself or its related persons, business, involve in any legal proceedings or cause any claims. It is hereby agreed that Advertiser is solely liable and obliged to ensure compliance of the persons (entities) who receive the advertisement as an owner or operator of the advertised items, with any and all applicable regulations, policies, restrictions, including but not limited to ones set out in this Terms, and to prevent such promotion where it is forbidden or may cause damage or negative consequences to MIRELIA itself or its related persons, business, involve in any legal proceedings or cause any claims, and at all times shall defend and hold MIRELIA harmless against any possible consequences of non-compliance with such, and shall reimburse in full all direct and indirect (including loss of profit and damages to reputation) damages, any penalties applied to MIRELIA with regard to non-compliance with the above, any possible fees

and expenses that MIRELIA Platform may suffer due to legal proceedings (including attorney fees, and other related fees).– Any content that targets to children of age 18 and younger;

- Any material that does not respect particular advertising rules added in the Administration Panel for specific Website(s);
- Any content that stipulates a redirect to Google Play and/or Appstore;
- Browser lockers/ Ransomware;
- Looping or Browser locking push notifications;
- Any content blink, shake, flicker, or flash in a disruptive manner.

4.2. Advertiser will indemnify and hold MIRELIA harmless of any liabilities, losses or damages of any nature which are directly or indirectly derived from Advertiser's infringements of this Agreement.

5. TERMINATION AND CANCELLATION

5.1. MIRELIA may at any time, in its sole discretion, immediately terminate this Agreement, or cancel any Advertising Material with or without cause. MIRELIA will make commercially reasonable efforts to notify Advertiser(s) via email of any such termination or cancellation within a reasonable period of time.

5.2. Advertiser(s) may cancel any Ads and/or terminate this Agreement with or without cause at any time by deactivating a campaign in the Administration Panel.

5.3. If either party does not fulfill a material obligation defined in this Agreement, the other party has the right to terminate this Agreement sixty (60) days following written notice to the party in breach, provided that such material breach remains uncured, without prejudice of the right to claim the damages caused to the non-breaching party.

6. CONFIDENTIALITY

6.1. Advertiser agrees not to disclose MIRELIA Confidential Information without MIRELIA's prior written consent. "Confidential Information" includes without limitation: (i) all software, technology, programming, technical specifications, materials, guidelines and documentation Advertiser may learn, develop or obtain that relate to the MIRELIA Platform; (ii) impressions, click-through rates or other statistics provided to Advertiser by MIRELIA; and (iii) any other information designated in writing by MIRELIA as "confidential" or any designation to the same effect. MIRELIA Confidential Information does not include information that has become publicly known through no breach by Advertiser or MIRELIA, or information that has been (i) independently developed without access to MIRELIA Confidential Information, as evidenced in writing; (ii) rightfully received by Advertiser from a third party; or (iii) required to be disclosed by law or by a governmental authority.

6.2. Advertiser acknowledges that MIRELIA might be ordered by a Court or Administrative Authority to disclose information regarding the services being provided to Advertiser or to disclose Advertiser's identity under certain circumstances and especially where Advertising Material contains or links to unauthorized copyrighted materials from third parties. MIRELIA will be fully entitled to disclose such information upon receiving a request for disclosure from a Court or Administrative Authority, which MIRELIA reasonably deems as being competent to issue such a request.

7. DATA PROTECTION

7.1. Each party shall include conspicuously on its website(s), a privacy policy that describes how such party collects, uses, stores and discloses users' personal data if any is collected, including without limitation email addresses, and instructs users how to opt-out of such practices.

7.2. MIRELIA has the Privacy Policy on its website, which explains the use we make of personal data that you provide to us or that we gather from you and the measures

we take to protect your privacy. The Privacy Policy also details how you may request that we amend or delete your personal data from our records as well as how to request that we cease all contact with you. Please read the Privacy Policy carefully as once you use our services, you will be regarded as having read and accepted its terms.

7.3. In accordance with MIRELIA's Privacy Policy, MIRELIA may transfer any of your personal data to companies that provide services to help MIRELIA with its business activities. By accepting the Agreement and Privacy Policy, you expressly agree that your personal data may be transferred to European companies and companies based in countries that comply with an equivalent level of protection as such of the EU as well as to countries outside the EEA. You also expressly consent that your personal data may be transferred to the companies in the United States of America.

7.4. Each party warrants to the other that, during the term of this Agreement, it shall comply with all applicable rules and regulations (including but not limited to laws governing privacy and data protection).

8. INDEMNIFICATION. LIMITATION OF LIABILITY.

8.1. Indemnification. Advertiser agrees to indemnify, defend and hold MIRELIA and its officers, directors, shareholders, successors, affiliates, employees, agents and representatives harmless from and against any and all costs, claims, demands, liabilities, expenses, losses, damages and attorney fees arising from any claims and lawsuits or proceedings for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the use of the MIRELIA Platform, (ii) use of the Website(s) operated by MIRELIA and its affiliates (if applicable) or (iii) otherwise arising from a relationship with MIRELIA, (iv) breach of representations and warranties set out in clause 4 of this Terms and Conditions. The advertiser also agrees to indemnify MIRELIA for any legal fees incurred by MIRELIA, acting reasonably, in investigating or enforcing its rights under this Agreement.

8.2. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL MIRELIA BE LIABLE TO ADVERTISER WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT MIRELIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN NO EVENT SHALL MIRELIA'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS EXCEED THE AGGREGATE AMOUNT OF PAYMENTS PAID BY ADVERTISER DURING THE IMMEDIATELY PRECEDING SIX MONTHS.

8.3. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE AND EXCLUSIVE RISK. THE SERVICE IS PROVIDED ON AN "AS IS, WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. MIRELIA PLATFORM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, MIRELIA PLATFORM MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR FREE; NOR DOES THE PLATFORM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF

THE SERVICE, OR THAT DEFECTS IN ANY SOFTWARE, HARDWARE OR THE SERVICE WILL BE CORRECTED.

9. MODIFICATION

9.1. THIS AGREEMENT MAY BE MODIFIED BY MIRELIA IN ITS SOLE DISCRETION AT ANY TIME. MIRELIA may provide notice of any such modification, which notice shall, at a minimum, consist of posting the revised Agreement.

9.2. We indicate at the top of the page when this Agreement was last updated. Any changes or modifications will be effective immediately upon posting the revisions to the MIRELIA Platform, and your use of the MIRELIA Platform after such posting will constitute acceptance by you of the revised Agreement.

9.3. You should frequently review this Agreement and all applicable terms and policies to understand the terms that apply to your use of the MIRELIA Platform. If you do not agree to the amended terms, you must stop using the MIRELIA Platform.

10. DISPUTE RESOLUTION.

10.1. This Agreement shall be governed by and interpreted in accordance with the laws of Cyprus.

10.2. For any matter related to the interpretation or execution of this Agreement, the parties expressly waive to submit to any courts which might have jurisdiction over the subject matter and agree to submit to the sole competence and jurisdiction of the Courts of the City of Limassol.

11. GENERAL PROVISIONS.

11.1. MIRELIA is hereby authorized to use the trade names or trademarks of Advertisers for the purposes of this Agreement without any further written approval from the party owning such name or trademark.

11.2. Force Majeure. Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such party's performance shall be excused and the time for performance shall be extended accordingly provided that the party immediately takes all reasonably necessary steps to resume full performance. If such a party remains unable to continue full performance fifteen (15) days after the Force Majeure Event, the other party may terminate this Agreement upon written notice.

11.3. Severability. Should any of the provisions of this Agreement be adjudged invalid or unenforceable by the rules and regulations of Cyprus or a Cyprus court, such provisions shall be deemed several from the remainder of this Agreement and not affect the validity or enforceability of the remainder of this Agreement. In that case, such provisions shall be changed and interpreted to achieve the purposes of those provisions as much as possible within the extent of relevant laws or judgment of the court.

11.4. Survival. Sections 6, 7, 8, and 10 shall survive termination or expiration of this Agreement for any reason. All other rights and obligations of the parties under this Agreement shall expire upon termination of this Agreement, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

11.5. Assignment. MIRELIA is hereby authorized to assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party provided that the assignee shall assume all rights and obligations under this Agreement. Advertiser shall not assign, sublicense,

delegate or otherwise transfer any of its rights or obligations. However, Advertiser may, without the consent of MIRELIA, assign this Agreement to an entity merging with, consolidating with, or purchasing all its assets or stock substantially, provided that the assignee shall assume in writing all rights and obligations under this Agreement.

11.6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by internationally recognized commercial delivery service), and on the day the notice is sent when sent by verified facsimile or email with confirmation receipt, if the time of transmission is during recipient's business day, or if not on the next business day thereafter, in each case to the respective parties at the postal or email addresses provided by them in writing. Either party may change its address by giving the other party with written notice of the change in accordance with this section.

11.7. Relationship of Parties. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement will not be construed to create or imply any partnership, agency, joint venture, or formal business entity of any kind.

11.8. Waiver. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

11.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. The information and documents provided by Advertiser(s) to MIRELIA, as requested by the latest in order to enter the Agreement, shall also be considered as part of this Agreement. This Agreement may not be amended without the written consent of the parties.

11.10. Headings. The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

11.11. Construction. The parties acknowledge and agree that the Agreement has been jointly prepared, and its provisions will not be construed more strictly against either party as a result of its participation in such preparation.

11.12. Counterparts. This Agreement may be executed in counterparts, or online, which taken together shall form one legal instrument.

11.13. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.