

OpmeRithm Limited

Reg No.: 3138238

Address: 9<sup>th</sup> Floor, Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong

## **OPMERITHM LIMITED - TERMS AND CONDITIONS**

### 1. User's Relationship with OPMERITHM LIMITED

- 1.1. The User's use of the OPMERITHM LIMITED website, services and information provided by the OPMERITHM LIMITED website is subject to the terms of the following Terms of Service Agreement (TOS) between the User and OPMERITHM LIMITED.
- 1.2. The User is defined as anyone who uses the OPMERITHM LIMITED website and any information and services provided by OPMERITHM LIMITED.
- 1.3. The OPMERITHM LIMITED website refers to the Internet site with the address OPMERITHM LIMITED.com as well as banners and advertisements on other websites with a hyperlink(s) to OPMERITHM LIMITED.com.
- 1.4. OPMERITHM LIMITED ""services"" refers to the ability that OPMERITHM LIMITED gives Users to publicize ads on the OPMERITHM LIMITED website in the form of an article caption (or post), short description and picture with a link to the website where this article is published. OPMERITHM LIMITED doesn't create, write, or publish news stories or articles.
- 1.5. The OPMERITHM LIMITED website, services, and information will be referred to collectively as the ""Services"" in this document excluding any additional services provided to the User by OPMERITHM LIMITED under a separate written agreement.
- 1.6. OPMERITHM LIMITED reserves the right to change the Terms of Service (TOS) at any time without providing any advanced notice.

### 2. Accepting the Terms

- 2.1. In order to use the Services, the User must first agree to the Terms of Service (TOS). The User may not use the Services if he/she does not accept the TOS. If the User is already using the Services, but the User has not accepted the TOS, then the User must stop using OPMERITHM LIMITED's Services immediately.
- 2.2. The User can accept the Terms of Service simply by using the Services. In this case, the User understands and agrees that OPMERITHM LIMITED will treat

his/her use of the Services as acceptance of the Terms of Service from that point onwards.

### 3. Paying fees

- 3.1. Choosing OPMERITHM LIMITED Services. User is responsible for choosing the appropriate OPMERITHM LIMITED service that appropriately meets the User's needs accounting for corresponding OPMERITHM LIMITED fees and charges.
- 3.2. Billing Cycle. The fees for OPMERITHM LIMITED Services and all other charges associated with OPMERITHM LIMITED services incurred by the User (e.g. taxes, transaction fees) will be appropriately charged to the User. The length of User's billing cycle depends on the Triggered billing amount chosen by the user. The system will limit automated billing to maximum of two transfer operations per day. User may locate his or hers Trigger billing amount at "Billing Detail" link on the "Account" webpage of his or her personal cabinet. All payments will be calculated based on OPMERITHM LIMITED's tracking system.
- 3.3. Payment Methods. To use OPMERITHM LIMITED Service the User must provide valid payment method. User always bears personal responsibility for any and all charges associated with the service purchased. Failure to settle outstanding obligations for purchased services may result in account suspension. The User is hereby on notice that Certain Payment Methods may lead to additional financial surcharges, thus the User has to check with his or her Payment Method service provider to verify transactional costs of payment.
- 3.4. Updating your Payment Methods. The User is responsible to continuously keep his or her Payment Method valid and accurate. The User may his or her Payment Methods by going to the "Account" page. OPMERITHM LIMITED may update User's Payment Methods based on information provided by the payment service providers. Following any Payment Method update, the User authorizes OPMERITHM LIMITED to continue to charge the appropriate Payment Method(s).
- 3.5. OPMERITHM LIMITED Automated Payments. The User is responsible for his or her choice of billing method to satisfy any and all fees and charges associated with the purchased service. Thus, the User bears responsibility for choosing a

billing method that meets his or hers needs. Therefore, the User is on notice that he or she is responsible for all OPMERITHM LIMITED Automatic Bill Charges and Payments from the time the User signs up for the OPMERITHM LIMITED Automatic Billing payment method and until the User cancels this payment method in his or her "Account" page. The User in his or her discretion may enrol in OPMERITHM LIMITED Automatic Bill Payments by registering his or hers payment method and selecting Automatic Billing option. The User can enrol in Automatic Bill Payments or cancel Automatic Bill payment at any time. The OPMERITHM LIMITED Automatic Bill Payments enrolment and cancelation is located on the "Account" page.

- 3.6. Third-party processors. The User acknowledges that OPMERITHM LIMITED may utilize third-party electronic payment processors and/or financial institutions to process financial transactions. A third-party payment processor is an entity that helps OPMERITHM LIMITED receive payments online from Users without setting up merchant accounts with a bank. Third-party electronic payment processors bears any and all responsibility for the security and accuracy of the transaction.

#### 4. Use of Services by the User

- 4.1. OPMERITHM LIMITED enables the User to create ads from the articles published at the original website where the news and articles were published. The content of the ad's post/caption/announcement/headline/hyper-link/photo (Hereinafter referred to as "Link") may differ from the content of the article for which the link was made.

- 4.2. In any Link, the User can use any picture or image which is published on the same page of the website where the original article is published and is relevant to the article. This picture or image will be published as a thumbnail. The User who publishes the Link and the website where the aforementioned article was published bear complete responsibility for any infringement of a third party's copyright (copyright of the person(s) or organization(s) who created or owns the content of the article or photo) if such an infringement of copyright occurs.

- 4.3. In a Link, the User is allowed to use any picture or image which is NOT

published on the same page of the website where the publicized article is published. In this case, the picture or the image must be taken from open resources only (licensed free resources) and will be published as a thumbnail in the Link.

- 4.4. The content of the picture or image in a Link may differ from the topic of the Link's caption, from the Link's short description, from the original article's caption, and from the content of the original article. The person(s) shown in the photo in the Link may differ from the person(s) shown or mentioned in the article. The picture used in the Link may be unrelated to the content of the original article.
- 4.5. The User understands and agrees that he/she is responsible for any information, data, written text, pictures, images, video and other content (Hereinafter referred to as "Content") which he/she publishes on the internet using the Services of OPMERITHM LIMITED. This means that only the User (and not OPMERITHM LIMITED) bears full responsibility for all Content which the User publishes, uploads, sends, transfers, receives, shares or otherwise makes public using the Services of OPMERITHM LIMITED. OPMERITHM LIMITED does not monitor the Content published, posted, uploaded, sent, transferred, received, or shared with its Services and, therefore, does not guarantee the accuracy, completeness, comprehensiveness, or quality of any Content. The User understands that while using the Services of OPMERITHM LIMITED he/she might come into contact with Content that could seem offensive, indecent or objectionable. OPMERITHM LIMITED is not responsible for any Content created by the use of the Services by any User under any circumstances.
- 4.6. The User agrees that OPMERITHM LIMITED is not obliged to check any of the Content before it is published. The User also agrees that OPMERITHM LIMITED has the right (but shall have no obligation) to refuse or remove any or all Content (which is available through the Services of OPMERITHM LIMITED) at its own discretion. The User agrees that OPMERITHM LIMITED is not liable for the accuracy, reliability, completeness or usefulness of the Content displayed on the site or through the OPMERITHM LIMITED Services.

- 4.7. The User agrees and understands that he/she uses the Services at his/her own risk.
- 4.8. The User takes into account that OPMERITHM LIMITED Service technology may require sending Content (which the User wants to publish) through a computer network or changing the Content in order to meet specific technical requirements.
- 4.9. The User agrees NOT to use the Services to:
  - o a. post, upload, email, transmit, share or otherwise make public any Content which is recognized as illegal, harmful, threatening, immoral, slanderous, infringing upon someone's copyright, popularizing violence and/or any sort of discrimination (racial, ethnic, sexual, social or any other sort of discrimination), and/or insulting a particular person or organization;
  - o b. infringe upon the rights of minors and/or cause any sort of harm to minors;
  - o c. discriminate against minorities;
  - o d. give untruthful information about his/her identity or identify himself/herself as a representative of an organization/company (including introducing himself/herself as a OPMERITHM LIMITED representative, OPMERITHM LIMITED employee, OPMERITHM LIMITED forum moderator, or OPMERITHM LIMITED owner) without having the right to do so, and to offer any false representation of the properties and/or characteristics of other persons, entities, companies, or products;
  - o e. post, upload, email, transmit, share or otherwise make public any Content which is forbidden to post, upload, email, transmit, share or otherwise make public according to the law or a contractual agreement with a third party;
  - o f. post, upload, email, transmit, share or otherwise make public any Content which affects a third party's license, trademark, commercial secret, copyright or any other sort of possessive rights (rights of ownership);

o g. post, upload, email, transmit, share or otherwise make public any Content which encourages/propagandizes ethnic strife, incites violence against a certain person(s) or group of people, violence against animals, and/or encourages the abuse of law;

o h. post, upload, email, transmit, share or otherwise make public any Content which contains computer viruses, threats or other codes, files, or software which are intended to harm, destroy or restrict the functionality of any hardware or software, or which can be used for unauthorized access/data trespassing, or which contain serial numbers for licensed software, cracked software, logins, passwords or other tools for unauthorized access to any licensed protected software or data on the Internet;

o i. abuse of any local, state or international laws;

o j. collect and store the private data of other users;

o k. engage in the unauthorized use of advertising, commercial or promotional content without an agreement with, or permission from, the concerned party;

o l. post, upload, email, transmit, share or otherwise make public any content containing crude or offensive words, phrases or sentences;

o m. post, upload, email, transmit, share or otherwise make public any Content, which contains nudity or pornography.

• 4.9.1 OPMERITHM LIMITED reserves the right (but shall have no obligation) to refuse or remove any or all Content from the Services at its own discretion if the said Content does not meet the requirements of the Terms of Service.

OPMERITHM LIMITED is not obliged to notify the User of the reasons for removing or rejecting any Content.

• 4.9.2 Detecting any type of security violations, such as malicious URLs, malware files, phishing attempts, pop-ups which prevent users from exiting the browser, automatic downloads or redirects; or any brand safety violation issues will lead to the immediate blocking of your account and freezing all funds on your balance.

## 5. Non-commercial Use

- 5.1. The User agrees not to reproduce, copy, sell or use for commercial purposes any parts of the Services, not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by OPMERITHM LIMITED, unless the User is granted special rights by OPMERITHM LIMITED specifically in order to do so. OPMERITHM LIMITED does not bear any responsibility for any legal agreements between the User and any other third parties.
- 5.2. The User agrees to refrain from trying to crack any of OPMERITHM LIMITED's software or data or to decompile the OPMERITHM LIMITED software source codes used in the Services with the intention to install it on his/her PC, phone, pocket PC or other electronic device.

## 6. General Terms of Use and Storage

- 6.1. OPMERITHM LIMITED is not responsible for any delays, failures, incorrect or untimely publications, or the removal or loss of any data.
- 6.2. The User agrees that OPMERITHM LIMITED may make changes to the rules and restrictions of use from time to time with or without notification of the User.
- 6.3. The User agrees that any Content published with the OPMERITHM LIMITED Services as open Content can be used by OPMERITHM LIMITED at its own discretion for its own purposes and the User cannot claim compensation (monetary or otherwise) from OPMERITHM LIMITED for doing so.

## 7. Proprietary Rights

- 7.1. The User acknowledges and agrees that all OPMERITHM LIMITED Services and software are protected by copyright, trademark, license, intellectual property laws and any applicable laws of the Israel, laws of other countries and/or international laws.
- 7.2. OPMERITHM LIMITED gives the User a personal, non-assignable and nonexclusive license to use the software provided to him/her by OPMERITHM LIMITED as part of the Services. The User may not (and may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof. The User agrees that he/she will not reproduce, duplicate, copy, sell,

trade or resell the software provided to him/her as a part of the Services for any purpose and also will not modify the Services for any purpose.

- 7.3. Unless the User has agreed otherwise in writing with OPMERITHM LIMITED, the User may not use objects of OPMERITHM LIMITED intellectual property (such as logos, trade names, trademarks and other brand features, OPMERITHM LIMITED website content etc.).

## 8. Exclusion of Warranties

- 8.1. OPMERITHM LIMITED strives to provide the most accurate and pristine service to meet the User's needs and demands. However, OPMERITHM LIMITED does not guarantee that the services provided are uninterrupted and free from error..

- 8.2. OPMERITHM LIMITED does not bear responsibility for the Content created and displayed by other Users through the Services.

- 8.3. The User is solely responsible for any breach of any sort of third party rights.

- 8.4. If the use of the Services by the User results in complaints or claims from a third party addressed to OPMERITHM LIMITED concerning the breach of their rights (including copyright infringement or a person(s) depicted in the photos in the Content who does not want the images to be used in the Services) the User is held fully responsible and must take actions on her/his own to satisfy such claims and complaints.

- 8.5. OPMERITHM LIMITED may (but has no obligation to) review, modify or remove Content published by the User.

- 8.6. OPMERITHM LIMITED is not liable to the User for any loss of information which the User publishes on or with the Services of OPMERITHM LIMITED.

- 8.7. The User understands and agrees that:

- o a. The Services are provided "as is". OPMERITHM LIMITED does not guarantee that the Services will accommodate or fulfill the User's purpose(s) for using them;

- o b. OPMERITHM LIMITED does not guarantee that the Services will meet the User's requirements or expectations; that the Services will be uninterrupted, timely, secure or free from error; that any information



obtained by the User as a result of his/her use of the Services will be accurate or reliable; that the quality of any product, information, etc. obtained by the User as a result of his/her use of the Services will meet the User's expectations; that defects in the operation or functionality of any software provided to the User as part of the Services will be corrected;

o c. The User understands that he/she uses the information obtained through use the Services at his/her own risk;

o d. OPMERITHM LIMITED is not liable to the User for any direct or indirect losses which may be incurred by the User due to the availability or unavailability of the Services or the behavior of a third party concerning the Services;

o e. The Services may include hyper-links to other websites or content or resources. The User acknowledges and agrees that OPMERITHM LIMITED is not responsible for the availability of any such external sites or resources, for their content, and/or for any loss or damage which may be incurred by the User as a result of his/her use of such external sites or resources.

## 9. Other General Legal Terms

- 9.1 Unless the User has agreed otherwise in writing with OPMERITHM LIMITED, all complaints, claims, requests, questions and other inquiries must be addressed to [oshri@bbhmm-srl.com](mailto:oshri@bbhmm-srl.com).

- 9.2 The Terms of Service (TOS) is a binding agreement between the User and OPMERITHM LIMITED, which regulates the User's use of OPMERITHM LIMITED's Services.

- 9.3. These Terms of Service, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under the laws of Tel Aviv – Jaffa and/or Israel and any actions resulting to be performed within Tel Aviv – Jaffa and/or Israel, and without reference to its conflict of laws principles in Tel Aviv – Jaffa and/or Israel for the Sale of Goods. The prevailing party in any action arising out of this ToS shall be entitled to an award of its costs and attorneys' fees.

- 9.4. When using OPMERITHM LIMITED Services that are free, the user agrees that consumer protection laws are not applicable to the Terms of Service.
- 9.5 Nothing in the TOS can be recognized as an establishment of friendship, business partnership, employment, representative relations or any other sort of relationship between the User and OPMERITHM LIMITED which is not directly described under the Terms.
- 9.6 When using the Service and/or calling, communicating via any instruments of audio- or text connection with any of OPMERITHM LIMITED personnel, the User provides permission to OPMERITHM LIMITED to record telephone and/or other audio conversations, text data of any communication between OPMERITHM LIMITED and the User, stored at OPMERITHM LIMITED servers and/or OPMERITHM LIMITED partnering entities' servers and to retain these records in order to improve the quality of services, provide consultations and additional information about Services to the User.
- 9.7 If any part of the TOS is proved to the satisfaction of a jury as being invalid or as having a non-binding nature, the rest of the Terms of Service will still remain binding.
- 9.8 If the User (or any other users) breaks the Terms of Service and OPMERITHM LIMITED does not act to protect its interests, this does not mean that OPMERITHM LIMITED cannot decide to prosecute any offender in the future.

#### 10. User Registration Obligations

- 10.1 In consideration of your use of the OPMERITHM LIMITED Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the OPMERITHM LIMITED Services under the laws of Tel Aviv – Jaffa, Israel or other applicable jurisdiction.
- 10.2 As a condition to using Services, you are required to register with OPMERITHM LIMITED and select a password and screen name (OPMERITHM LIMITED User ID). You shall provide OPMERITHM LIMITED with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Service, which may result in immediate termination of your OPMERITHM LIMITED account. You may not:
  - o (i) select or use as an OPMERITHM LIMITED User ID a name of another

person with the intent to impersonate that person;

o (ii) use as an OPMERITHM LIMITED User ID a name subject to any rights of a person other than you without appropriate authorization; or

o (iii) use as an OPMERITHM LIMITED User ID a name that is otherwise offensive, vulgar or obscene. OPMERITHM LIMITED reserves the right to refuse registration of, or cancel an OPMERITHM LIMITED User ID in its discretion. You shall be responsible for maintaining the confidentiality of your OPMERITHM LIMITED password.

- 10.3 Services are available only to individuals who are at least 13 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Services.

- 

## 11. Confidentiality & Privacy Policy

- 11.1. Parties agree not to disclose other Party Confidential Information without prior written consent of the other Party. Confidential Information includes without limitation:

o a. all OPMERITHM LIMITED software, technology, programming, specifications, materials, guidelines, and documentation;

o b. click-through rates or other statistics relating to a party under Agreement; and

o c. any other information designated in writing by OPMERITHM LIMITED as "Confidential" or an equivalent designation.

- 11.2. OPMERITHM LIMITED Confidential Information does not include information that has become publicly known through no breach by You or OPMERITHM LIMITED, or information that has been:

o a. independently developed without access to OPMERITHM LIMITED Confidential Information, as evidenced in writing;

o b. rightfully received by a Party from a third party; or

o c. required to be disclosed by law or by a governmental authority.

- 11.3. OPMERITHM LIMITED restricts access to the private information of the Users.

All User's use of the OPMERITHM LIMITED website are subject to OPMERITHM LIMITED's privacy policy published on the website: [www.OPMERITHM LIMITED.com/privacypolicy](http://www.OPMERITHM LIMITED.com/privacypolicy).

## 12. Respect of other Internet Users

- 12.1 The Users and OPMERITHM LIMITED agree to respect the rights of other Internet users (whether they use the OPMERITHM LIMITED Services or not), be polite to each other, follow the code of ethics and the traditions of Internet use, and agree not to use OPMERITHM LIMITED Services with the aim to abuse morals and/or ethics in any way.

## 13. Content license from the User

- 13.1 Unless agreed otherwise, the User retains the copyright and any other rights he/she already holds in the Content, which he/she submits, posts or displays on or through the Services. The User is solely responsible (as established by the current law of the Tel Aviv - Jaffa, Israel) for the use of Content which does not belong to him/her and for the breach of any third party copyright. If the User is found to have published Content which does not belong to him/her, it may be removed at the request of the owner of the content (or the person(s)/entity effected). OPMERITHM LIMITED always retains the right to any and all content created by OPMERITHM LIMITED or its agents unless OPMERITHM LIMITED expressly gives license or consent for the User to use any of its intellectual property.

## 14. Violation of the Terms

- 14.1 The User may report any violation of the Terms to [shay@mediadott](mailto:shay@mediadott). The report should include as many details as possible. Hyperlinks to specific statements/comments would be the most significant and would hasten the processing of the report.

- 14.2 Compliance with these provisions is essential for the operation of OPMERITHM LIMITED network and receipt of qualified services to User. In the event of a material breach of these Terms and Conditions, OPMERITHM LIMITED reserves the right to take any and all available legal remedies in addition to termination of the User's agreement.. User will indemnify on the first demand, and hold the OPMERITHM LIMITED and its directors, officers, employees, agents harmless from

and against any and all loss, cost, liability or expense (including, without limitation, direct consequential and liquidated damages plus reasonable attorneys' fees) which the OPMERITHM LIMITED may suffer, incur or sustain resulting from or arising out of any and all claims, suit or proceeding brought by a third party to the extent such claims arise out of claims or alleged claims of any third party resulting from or in connection with an infringement by User of this agreement;

#### 15. Service Interruption and Force Majeure

- 15.1 OPMERITHM LIMITED may temporarily suspend the availability of the Services to carry out scheduled hardware and software tests and/or updates (or any other necessary technical tasks). The User will be sent a notification about the start of such tasks one hour in advance along with information about when the task(s) will be finished.
- 15.2 In case of a force majeure, OPMERITHM LIMITED software/hardware failures or breakdowns, failures or breakdowns of the hardware/software of OPMERITHM LIMITED 's partners (including failures and breakdowns which occur due to the actions of a third party) the provision of the Services may be interrupted without notification of the User.

#### 16. Consideration of a Claim

- 16.1 All claims from a User(s) concerning his/her relationship with OPMERITHM LIMITED will be considered in the follow way:
  - o a. If the User is certain that his/her rights or interests have been infringed upon due to the actions of OPMERITHM LIMITED, then he/she is requested to send his/her claim to oshri@bbhmm-srl.com. The personal information (e.g. name, surname, e-mail) which was provided during the User's registration should be included in the claim;
  - o b. The claim will be considered by OPMERITHM LIMITED within 5 business days from the day the claim is received, and the User will be sent a letter from OPMERITHM LIMITED with a decision on his/her claim. The letter will be sent by e-mail to the email provided by the User in the claim;
  - o c. In case the User is not satisfied with the decision for his/her claim, it will be considered according to these Terms of Service;

o d. Unidentified claims will not be considered. If personal information is included in the claim, but it is impossible to identify the User on the basis of the information provided, then the claim will not be considered.

#### 17. Changes to the Terms

- 17.1 . OPMERITHM LIMITED reserves the right to change the Terms of Service (TOS) at any time without providing any advanced notice.

- 17.2 The changes to the TOS take effect in 3 days after they are displayed at OPMERITHM LIMITED.com/tos.

- 17.3 The User understands and agrees that if he/she uses the Services after the date on which the Terms of Service have taken effect, OPMERITHM LIMITED will treat his/her use of the Services as acceptance of the updated Terms of Service. If User does not agree with any changes made to the Terms, then he/she must stop using the Services immediately.

#### 18. Special Provisions Applicable to Advertisers

- 18.1 The User may buy ads on OPMERITHM LIMITED's website. The following special terms apply to the User that places an order through OPMERITHM LIMITED's online advertising portal:

- o a. User's ads should fully comply with OPMERITHM LIMITED's Terms of Service.

- o b. All payments will be calculated based on OPMERITHM LIMITED's tracking system.

- o c. OPMERITHM LIMITED does not state or guarantees that the ads placed by the User will receive any number of intended clicks.

- o d. OPMERITHM LIMITED is not responsible for the people that interact with User's ads, and is not responsible for click fraud or other improper actions that affect the cost of running ads.

- o e. User can cancel the Order at any time through our online portal, considering that it may take up to 48 hours before the ad stops running. User is responsible for paying for those ads.

- o f. OPMERITHM LIMITED can use User's ads and related content and information for marketing or promotional purposes.

o g. User will not issue any press release or make public statements about User's relationship with OPMERITHM LIMITED without prior written permission of OPMERITHM LIMITED.

o h. All ads are subject to our review and approval. We reserve the right to reject, remove, or change the format of any ad in our sole discretion for any reason. We also reserve the right to request modifications to any ad, and to require factual substantiation for any claim made in an ad.

o i. If User is placing ads on someone else's behalf, OPMERITHM LIMITED needs to make sure that User has permission to place those ads.

User warrants having legal authority to bind the advertiser. User agrees that if the advertiser violates OPMERITHM LIMITED Terms of Service, OPMERITHM LIMITED may hold User responsible for that violation.

#### 19. Special Provisions Applicable to Publishers

- 19. The User may act as a Publisher of ads from third-party advertisers, or his own ads, for display on the OPMERITHM LIMITED's Network via the OPMERITHM LIMITED platform and services that allow for delivery of ads. The following special terms apply to the Publishers:

- 19.1. If the User is admitted as Publisher, he will be paid the percentage of Net Revenue indicated on the applicable Insertion Order or User's Personal Cabinet (Such payments shall be made within the number of days of the end of the calendar month indicated on the applicable Insertion Order or User's Personal Cabinet . Net Revenues means cash amounts earned and received by OPMERITHM LIMITED in respect of any income generated from the online ads distribution via Publisher's URL during the term of this agreement minus direct costs. For the avoidance of doubts, refunds and charge backs are not in NET Revenues. All payments will be calculated based on OPMERITHM LIMITED's tracking system.

- 19.2. As a condition of the Publisher's use of the OPMERITHM LIMITED's services, the Publisher shall not use the services for any purpose, or in connection with any application, that is unlawful or prohibited by these Terms. The Publisher is responsible for complying with all applicable rules, laws, and regulations.

- 19.3. Policies. You will comply, and contractually require any third party within the Publisher Network (as applicable) to comply, with the OPMERITHM LIMITED Policies, including the OPMERITHM LIMITED Privacy Policy, any of which may be updated from time to time by OPMERITHM LIMITED (collectively, “OPMERITHM LIMITED Policies”). Upon request and if applicable, You will reasonably assist OPMERITHM LIMITED in enforcing the OPMERITHM LIMITED Policies with third party sites and applications within the Publisher Network.
- 19.4. Limitation and prohibitions. Publisher may not: (i) edit, modify, truncate, filter or change the order of Content Recommendations; (ii) obscure, modify or redirect Users away from a Destination Page, (iii) minimize, remove or otherwise inhibit the full and complete display of the advertising materials; (iv) artificially inflate clicks on Content Recommendations, or encourage or require any person to click on Content Recommendations using incentives or other methods; (v) remove, deface, obscure, or alter any notices of intellectual property rights included in the advertising materials; (vi) ) use the services for any purpose not authorized by OPMERITHM LIMITED; (vii) usage of non-human traffic (including crawlers and parsers). Such traffic will not result in any revenue accrual; (viii) usage of auto-refresh will not result in any revenue accrual and is considered as material violation of present agreement.
- 19.5. Publisher will not deploy the advertising on any properties that display adult, obscene, pornographic, defamatory, libelous, infringing, abusive, or illegal content, that promotes hate or discrimination, facilitates the sale of firearms or illegal drugs, or that participates or encourages participation in, illegal activities. OPMERITHM LIMITED reserves the right in its sole discretion to disable the it’s services on any property at any time.
- 19.6. OPMERITHM LIMITED’s system will automatically adjust ads size, appearance, and format to fit available ad spaces. We may periodically change/transform ads format based solely on our advertising goals.
- 19.7. All payments will be calculated based on OPMERITHM LIMITED’s tracking system. Ad unit should be fully loaded on a page in order for OPMERITHM LIMITED to count an impression. Webpage visits that last less than 3 seconds will not be



counted toward Publisher's revenue calculation.

## 20. Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of the Terms of Service and you do not have any authority of any kind to bind OPMERITHM LIMITED in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. OPMERITHM LIMITED shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond OPMERITHM LIMITED 's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Service is not assignable, transferable or sublicensable by you except with OPMERITHM LIMITED's prior written consent. OPMERITHM LIMITED may transfer, assign or delegate the Terms of Service and its rights and obligations without consent. Both parties agree that the Terms of Service is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms of Service, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.