

LEGAL NOTICE

BCNMonetize 2016 S.L.

VAT N°: **ESB66848326**

Headquarters: **Av. de la Via Augusta, 15-25, 08174 Barcelona, Spain**

This AGREEMENT is made as of May 24, 2017. Any unauthorized use of text and graphics of this website no matter what the purpose is subject to legal prosecution unless stated in a written consent letter or form. BCNMonetize 2016 S.L. has the right to the brand and decline any illegal use of the brand, using the company logo and brand is prohibited and immediately prosecuted according to the by-laws of the country that the company situated.

BCNMonetize S.L. makes no account to the certainty, propriety, authenticity and availability of the information comprised on this website for/in any purposes. All information provided or contributed on this website is just the same way as it is without warranty. BCNMonetize 2016 S.L. hereby disclaim any warranties and condition regarding to this website.

In any case of technical difficulties beyond BCNMonetize 2016 S.L. control, the company is not liable and takes no responsibility. BCNMonetize 2016 S.L. ensure the availability and flawlessness of the website but in some cases the company cannot handle the technical situation.

TERMS AND CONDITIONS

These Terms and Conditions are applied for both Advertisers and Publishers. By using the BCNMonetize 2016 S.L. platform you agreed to commercialize your advertisement space as Publishers or pay to delivered as Advertisers therefore, you also agreed that we communicate electronically regarding to any finance information related to your account. We will also notify via your account in BCNMonetize 2016 S.L. or contact you through email you provided on your profile posted in our website. Notification to you via email or website account should not more than 24 hours of time posted or sent.

Publisher and Advertiser finance services are controlled by separated agreement. Publisher earnings cannot be used as payment to Advertiser and Advertiser's funds cannot withdraw by the Publisher earnings.

1. Advertiser Service Agreement

You can choose any currency available at the website upon registration. Payments for the campaign should be made only one currency only.

Every campaign budget may be fixed or unlimited. BCNMonetize 2016 S.L. is obligated on imposing payment of the services based on the invoices we submit unless agreed differently, you must put funds on the balance in advance. You can spend your balance on any campaign added to your BCNMonetize 2016 S.L. account. Campaign spending is available on overall and daily limitations. Campaigns will be automatically paused if you do not have balance or becomes zero.

The price for the services provided by BCNMonetize 2016 S.L. is calculated based on the pricing model of the Campaign type chosen by you and statistics gathered by BCNMonetize 2016 S.L. Platform, unless agreed differently. Amount of daily campaign spending's will be deducted from your balance on daily basis automatically. All invoices generated by BCNMonetize 2016 S.L. shall be under automatic approval and must be paid in full by you. You agree that you are entitled to a refund for delivered services only in cases explicitly set forth in the Contract.

When you make a purchase through BCNMonetize 2016 S.L. payment gateways, you agree to provide a valid funding account to proceed with payment. When you have successfully completed this funding transaction, we will then transfer that value to your account balance and create an invoice.

Pay attention to the details of the transaction, because your total price may include taxes and fees, all of which you are responsible for funding. Upon payment, we may charge you with a processing fee or any other fee applicable by third party payment service provider.

You are responsible for maintaining the security of your BCNMonetize 2016 S.L. Account, and you understand that you will be charged for any orders placed on or through your account.

If you are making direct debit payments, you agree that we can charge you any amount that falls within the range you agreed to upon signup. We will notify you in advance if any charge will exceed the agreed-upon range.

2. Advertiser Refunds

You are entitled for refunds in the following cases:

- If there has been an incorrect payment transaction.
- If you have made a prepayment and you prove that the actions forming the basis of the pricing model of your campaign are based on a publishers' fraudulent activities. In case the publishers' fraudulent activities cannot be clearly identified based on your report, BCNMonetize 2016 S.L. is entitled to request additional proof. If the accusation is proven BCNMonetize 2016 S.L. will not invoice you for the fraudulent activities of the publishers.
- If at the end of the validity of the Contract it appears that you have spent for BCNMonetize 2016 S.L. services less than you have prepaid. In such a case you are entitled to ask for a refund within 30 days after the termination of the Contract, provided that the amount of your unused balance is at least 50 EUR or 50 USD (FIFTY EUROS OR FIFTY US DOLLARS), depending on the type of the currency used (either EUR or USD account). Before refunding, BCNMonetize 2016 S.L. will have to finalize all not invoiced spending and make necessary adjustments where needed. After finalizing all current statistics, your unused balance will be refunded to you at your request, minus an administrative fee of 25% to cover BCNMonetize 2016 S.L. costs and fees related with the management of giving a refund, within 30 working days. YOUR REFUND WILL BE CREDITED BACK TO THE SAME PAYMENT METHOD AND SAME PAYMENT ACCOUNT THAT YOU USED TO MAKE YOUR LAST PAYMENT. You may be required to provide additional information or documentation in order for BCNMonetize 2016 S.L. to confirm your identity, before any refund request is processed.

PLEASE BE AWARE THAT IF YOUR CONTRACT WITH BCNMonetize 2016 S.L. IS TERMINATED DUE TO THE VIOLATION OF CONTRACT BY YOU (E.G. DUE TO YOUR FRAUDULENT ACTIVITY), BCNMonetize 2016 S.L. IS ENTITLED TO A CONTRACTUAL PENALTY IN THE AMOUNT OF YOUR UNUSED BALANCE AND THEREFORE, BCNMonetize 2016 S.L. MAY REFUSE TO GIVE YOU A REFUND BY WAY OF SET-OFF OF THE CLAIMS.

3. Publisher Service Agreement

As a Publisher, you will receive from BCNMonetize 2016 S.L. Commission for your participation in the promotion of Advertisers' Campaigns. Your Commission

amount is calculated based on data collected by BCNMonetize 2016 S.L.. You acknowledge the trustworthiness of this data, which will prevail in the event of a dispute, with regard to the measurement of all elements (impressions, pages viewed, unique visitors, commissions, etc.) of any type. All statistic data access and rules are regulated by the Publisher agreement that is part of BCNMonetize 2016 S.L. general terms and conditions.

Commission amounts and the way they are calculated will depend on the prices and calculation methods applied to Advertisers. Therefore, for certain Campaigns (in particular lead campaigns), the data giving rise to your Commission may first require validation by the Advertiser. If there is a disagreement between the data of BCNMonetize 2016 S.L. and that of the Advertiser, we will attempt to settle the disagreement with the Advertiser in order to communicate the final, agreed figures to you promptly.

Your daily earnings that you have earned based on the statistical data shall be added to your account statement on the following day. Your final balance will be based on account statement records. You fully understand and accept the fact that all payments to you will be based on your balance that is available from wallet statement page.

If at the end of the validity of the Contract it appears that you have on your balance un-invoiced earnings, you may request for the payment thereof within 30 days after the termination of the Contract, provided that the amount of your un-invoiced earnings meet the payment threshold. HOWEVER, PLEASE BE AWARE THAT IF YOUR CONTRACT WITH BCNMonetize 2016 S.L. IS TERMINATED DUE TO THE VIOLATION OF CONTRACT BY YOU (FOR EXAMPLE DUE TO YOUR FRAUDULENT ACTIVITY), BCNMonetize 2016 S.L. IS ENTITLED TO A CONTRACTUAL PENALTY IN THE AMOUNT OF YOUR UN-INVOICED EARNINGS AND THEREFORE, BCNMonetize 2016 S.L. MAY REFUSE TO PAY FOR YOUR UN-INVOICED EARNINGS BY WAY OF SET-OFF OF THE CLAIMS.

BCNMonetize 2016 S.L. minimum payment threshold for Publishers is 100 EUR or 100 USD (ONE HUNDRED EUROS OR ONE HUNDRED US DOLLARS), depending on the type of the currency used (either EUR or USD account), before tax each month. Daily balance reports can be found on the wallet statement page.

If your account reaches the payment threshold, a payment request form will be opened between the 1st till the 10th day of the following month, where you will be able to select a payment method, specify your payment data and request payment.

Invoice request must be sent in accordance with current regulations, notably regarding whether you are subject to VAT or not. The BCNMonetize 2016 S.L. Platform will automatically create an invoice based on the information you supplied on your request form and account data.

When you request your payment, BCNMonetize 2016 S.L. will have up to 30 calendar days starting from the end of payment request session (i.e. from the 10th day

of the following month) to validate your request and proceed with the payment for validated invoices. Each invoice is validated by BCNMonetize 2016 S.L. only after your earnings have been checked for any fraudulent activity. In case your payment cannot be processed for reasons stipulated in the Contract, your earnings will be fully returned to your balance without applied fees. If your invoice is refused due to fraud, we have the right to apply all sanctions stipulated in the Contract. If you decide to cancel your payment request before the payment, your earnings will be fully returned to your balance without applied fees.

Unless expressly authorized in writing by BCNMonetize 2016 S.L., you may not require BCNMonetize 2016 S.L. to transfer your Commission or any other payment you are entitled to under the Contract to a third person. Specific terms will be determined on a case-by-case basis.

4. Liability

This is applying for both publisher and advertiser. As an Advertiser, you are aware that your payment obligations are deemed to have been performed when the account of BCNMonetize 2016 S.L. is credited with the amount due. If you delay your payment to BCNMonetize 2016 S.L. under the Contract, you will be charged a penalty interest of 0.1% of the overdue amount for every delayed day.

In addition, you are obliged to indemnify BCNMonetize 2016 S.L. any damages caused by the delay and reimburse the costs of collecting the debt (including the costs of legal assistance, costs of submitting an extra-judicial claim and court expenses).

As a Publisher, you must ensure your capability to receive payments from BCNMonetize 2016 S.L. If the receipt of Commission or any other payment from BCNMonetize 2016 S.L. fails or is delayed due to your failure to comply with this obligation (including if the failure or delay is caused by a third-party payment service provider you are using), BCNMonetize 2016 S.L. shall not be liable for such failure or delay. However, BCNMonetize 2016 S.L. will cooperate with you in the investigation of the failure or delay of receiving the payment.

If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction. If you experience a technical failure or interruption of service that causes your funding transaction to fail, you may request that your transaction be completed at a later time.

If a payment is aborted by a third-party payment provider and is returned to the BCNMonetize 2016 S.L. Account, BCNMonetize 2016 S.L. commits to return those funds to your balance. You agree that transaction fees could be applied to refunded payment(s), so BCNMonetize 2016 S.L. reserve the right to deduct all transaction fees from your balance.

5. Taxation

It applies both to Publishers and Advertisers. Depending on your location they will required you to submit tax information, you need to mention this when registering an account to BCNMonetize 2016 S.L. services.

If it is according to applicable law, it is your responsibility to pay or withhold taxes on or from your transaction to BCNMonetize 2016 S.L. All payment to you from BCNMonetize 2016 S.L. in relation to our company services will be treated inclusive of tax (if applicable) and will not be adjusted.

6. Balance Adjustments

This agreement in Balance Adjustment is applied both Publishers and Advertisers.

BCNMONETIZE 2016 S.L. has the right to make some adjustments in the following cases:

- To pay promotion bonuses
- To deduct transaction fees
- To adjust balance due to technical reason
- To adjust balance due to fraudulent activity
- Upon special agreement with you such as for payment for additional services

7. Payment Service Provider

This agreement applies both Publisher and Advertiser. BCNMonetize 2016 S.L. is using different payment services providers to process all financial operations. Information is available on the invoice or contact the finance manager of the company in finance@bcnmonetize.com. You have the right to select on which payment service provider you are comfortable using to.

You agree that BCNMonetize 2016 S.L is not liable for any actions applied by the payment service provider including any additional transaction fees applied to your account. You have the right to change at any time the mode of payment by notifying the financial manager. BCNMonetize 2016 S.L. reserves the right to reject any financial operation that seems to be a fraud.