

## TERMS OF SERVICE

The below Terms of Service ("ToS") outline the conditions applicable for the use of this Website and Services provided by Mobiblade Europe Ltd. ("Mobiblade", "we", "us", "our").

By accessing this Website, the User accept the terms and conditions included within this ToS. The User should not continue using the Website if not in an agreement to all of the terms and conditions stated within this ToS.

### 1. DEFINITIONS

In these ToS, unless the context otherwise requires:

**"Advertisement"** refers to all forms of digital text, graphics, rich media and other commercials of the User, whether being broadcast visually and/or aurally via the internet including all content contained therein;

**"Plan"** means the type of the advertisement provided by Mobiblade;

**"Contract Period"** means the period of time agreed for the provision of the Service provided by us to the User, and in accordance with the terms and conditions of the purchased Plan;

**"Web search engine"** is a software system that is designed to carry out web search (Internet search), meaning to search the World Wide Web, in a systematic way, for particular information specified in a textual web search query. The search results are generally presented in a line of results, often referred to as search engine results pages (SERPs);

**"Chinese Social networks"** also referred to as "Chinese Social networking site" or "Social media in China", is an online platform used to build social networks or social relationships with other people sharing the similar interests, activities, backgrounds, real-life connections such as Weibo, WeChat, YouKu and Douyin etc;

**"Chinese Media Platforms"** refers to Baidu, 360.cn and Sogou;

**"Content"** means information published under the social network account(s) by the User;

**"ICP licence"** refers to a permission issued by the Chinese Ministry of Industry and Information Technology to permit relevant, China-based website(s), to operate in China;

**"Mobiblade"** includes us, our affiliates and/or subsidiaries;

**"ToS"** is a contract between the User and us, covering the provision of the services stated within;

**"User"** is the client, the person who has a right to legally represent the Company using our Services.

### 2. PLANS & SERVICES

User acknowledges that the purpose of this ToS is to provide Advertisement and includes, but it is not limited to:

- The repurposing ie using the different style of Content so as to tailor it for the different needs and requirements of the relevant Search Engines and Social Media networks;
- Accounts opening within the Chinese Social networks and Chinese Media Platforms;

We reserve the right to:

- monitor, edit and/or remove any content that we consider being harmful, offensive, unsuitable, culturally sensitive, and/or unlawful;
- reject and/or remove any Content, in our own discretion
- determine the time of posting of any content and/or Advertising campaigns.

2.1 Plan includes the following:

- Opening account(s) in Chinese Social networks;
- Consultation for website hosting and process of obtaining ICP license.

2.2 Social and Search Plan includes the following:

- Social plan and Search plan plus additional Advertisement services setup in Chinese Media Platforms;
- Weekly performance reporting services.

2.3 Customized Plan includes the following:

- Custom solution as per User's request eg. programmatic service media planning and buying;
- Digital Content localization.

Any other services not defined above, such as a translation, custom integrations (CRMs, websites, etc), designs, social media management and/or Alibaba Cloud paid subscriptions are not included in the price of the plan and must be purchased separately.

### 3. APPLICATION AND REGISTRATION DATA

In order to use the Services, the User must register with us by providing personal details, including identification documents and choose the relevant Service(s) ie the Plan. The information obtained shall be used by us for the purpose of approving the User being eligible to receive Services provided by Mobiblade. It is further understood that we reserve the right to impose additional due diligence requirements, specifically to residents (both natural and legal persons) of certain jurisdictions. Following receipt of the "Sign-up form", we will use the information provided and may conduct further enquiries, deemed necessary and/or appropriate, in order for us to fulfil legal obligations. We will use the information obtained to assess and determine the appropriateness of the User for entering into a business relationship with us. This includes, but it is not limited to, verifying identity, obtaining references from third-party database lists etc. In some instances, either on a sample basis or because we have reason to believe that further searches are necessary, in order for us to satisfy internal policy and/or any legal or regulatory requirement(s), we may conduct searches using third-party information providers and databases (public or otherwise). The User understands that such enquiries can be conducted at any stage of the relationship and we expect the User to assist us with any additional information, as failure to do so would lead to termination of the relationship between you and us. **The User is allowed to advertise only personal/own business according to the Policies of each Chinese Media Platforms. Any advertisement of third parties' activities or prohibited goods or services is strongly prohibited and can lead to full block of the account without further refund.**

#### 4. CONTRACT PERIOD & PAYMENT

- The Services shall be provided for the period of 12 months, from the date of receipt of the payment for the Services;
- the Service shall be provided within 30 days, from the date of receipt of the payment;
- Failure by the User to provide required information or violating these Terms shall not be considered as condition for the refund of the payment.

The User should refer to the Refund Policy available on our Website.

#### 5. LIMITATION OF LIABILITY

To the fullest extent possible, as permitted by law, we, our affiliates, directors, employees and related entities, in no event will be liable, including but not limited to liability, whether in tort or contract, or otherwise for any claim, damages, any actual, special, direct, indirect, exemplary, special or consequential loss or damage, costs, expenses, claims in respect of economic loss, loss of profits, any loss of or damage to data, property or goodwill, or death or injury to any person of whatever nature and however or wherever sustained, including by negligence arising out of or in connection with the User or any person's use of the Services, even if advised of the possibility of such damages.

To the fullest extent permitted by the law, the User agrees that we will have no liability for any data that may be destroyed, lost or otherwise rendered inaccessible, whether because the User failed to backup data or for any other reason.

#### 6. INDEMNITY

To the fullest extent permitted by the law, the User agrees and indemnify and forever hold Mobiblade, its related entities, officers, directors, employees, agents and affiliates harmless against liability for any claims, demands, proceedings, losses, damages whether actual, special or consequential, expenses and costs, including legal costs on an indemnity basis, made by the User, or by any third-party, as a result of or in connection with the User's use of the Website or any third-party's breach of these ToS. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, without limiting the User's indemnification obligations with respect to that matter, in which event the User will make best efforts to assist and cooperate with us in defending the matter, at the User's expense.

#### 7. VAT POLICY

Mobiblade is Cyprus registered company and complies with Cypriot VAT regulations, as per the below:

- Local VAT rate of country of residence is applied to individuals from EU countries;
- Local VAT rate of country of residence is applied to companies from EU countries that cannot provide a valid VAT number;
- 19% VAT rate is applied to Cypriot individuals and Cypriot companies both, registered and those not registered for VAT;
- 0% reversed charge VAT is applied to companies from EU countries which provide a valid VAT number;

- 0% VAT is applied to individuals and companies located outside the EU;
- 0% VAT is applied to companies located in the exempt EU territories.

## 8. INTELLECTUAL PROPERTY

Mobiblade is a Trademark of Mobiblade Europe Ltd. It is strictly prohibited to use this trademark unless expressly authorized by us. All other trademarks, trade names, service marks and the like, appearing on the Website, are the property of their respective owners. The User should not use any such intellectual property without the respective owner's express consent.

## 9. CONFIDENTIALITY

All information held by Mobiblade about users shall be treated as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Mobiblade will not be regarded as confidential.

We reserve the right to disclose the User's information (including documents of a confidential nature) in the following circumstances:

- (a) Where required by law or a court order by a competent Court;
- (b) Where requested by the regulatory authority having control or jurisdiction over Mobiblade or the User, or their associates, or in whose where users are situated or operating;
- (c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) To such an extent as reasonably required for the provision of the Services;
- (e) To our professional advisors provided that in each case the relevant professional advisor(s) shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (f) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services used by us for collecting, storing, processing and using information for the propose of improve the provision of the Services under this ToS;
- (g) To other service providers for statistical purposes in order to improve our marketing, in such a case the data will be provided in an aggregate form;
- (h) To market research call centers that provide telephone or email surveys with the purpose of improving our Services;
- (i) Where necessary in order for the us to defend or exercise our legal rights to any court or tribunal or arbitrator or governmental authority;
- (j) At the User's request or with the User's consent;
- (k) To successors or assignees or transferees or buyers of Mobiblade;

The User consents to us processing all such information for the purposes of performing activities under this ToS and for the purpose of administering the relationship between the parties.

The User agrees not to use our confidential information for any purpose other than the purpose for which it is supplied to under this ToS and agrees not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent, except as may be required by law or any legal and/or regulatory authority.

The User will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this ToS, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through the User's breach of this term.

#### 10. COMPLIANCE WITH LAWS

The User must comply with all applicable laws (including domestic and international), statutes, ordinances and regulations when using our Services. It is the User's responsibility to ensure whether and what information the User may lawfully advertise.

To the fullest extent permitted by law, we have no liability for the User's offerings. We are not responsible for the content that the User access through the use of the Services, the accuracy, quality, legality, or other attributes of such content or content of other users or other third parties.

#### 11. FORCE MAJEURE

Mobiblade will not be liable in cases of Force Majeure whereby the terms of this ToS will not be applicable. The force Majeure refers to of the occurrence of any event beyond our reasonable control, including, but not limited to:

- (a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining operations;
- (b) act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the us to provide Services;
- (c) labour disputes and lock-out which affect our operations;
- (d) internet outage or interruption of service, a communication outage;
- (e) failure by service provider(s) to perform their obligations.

#### 12. SERVICES FROM THIRD PARTIES

Any links to services, goods, resources or information of third parties provided through our Website, whether through third-party advertising or otherwise, are not controlled by Mobiblade. We make no representations or warranties and will not be liable, including, without limitation warranties of fitness for a particular purpose, merchantability and non-infringement, regarding any services, resources, goods or information of any third-party.

#### 13. SEVERABILITY

Should any part of this ToS be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, the regulation and/or by the law, that part will be deemed to have been excluded from this ToS from the beginning, and ToS will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of this

ToS or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

#### 14. ASSIGNMENT

The User acknowledges and agrees that we may assign our rights or obligations under the ToS to a successor of all or substantially all of our business, without prior written consent and without prejudice to applicable data protection requirements. Mobiblade may sell, transfer or otherwise share some or all of the User's data, personal information and Log Data, in connection with a merger, acquisition, reorganization or sale of all or substantially all of our assets, or in the event of our bankruptcy.

The User may not assign or transfer any rights or delegate any obligations under the ToS, whether by operation of law or otherwise, either on a permanent or temporary basis, to a third party without our prior written consent.

#### 15. TERMINATION

Either party should give advance notice of termination, one month prior to the expiration of the contract period. However, we reserve the right, in our sole discretion, to terminate the User's provision to all or any part of the Services, at any time, with or without notice, effective immediately. Except as otherwise set forth herein or expressly agreed between the parties, any and all payment(s) made to us are non-refundable and any and amount(s) due to us, at the time of such termination, shall be immediately due and payable. Upon termination, any and all rights granted by this TOS will immediately be terminated, and the User must also promptly discontinue all use the Services. All provisions of this TOS, which by their nature should reasonably be expected to survive termination, shall survive termination.

#### 16. DATA PROTECTION

The Company is registered in Cyprus and is bound by GDPR. The User hereby acknowledges and agrees to the collection and processing of personal data provided, for the purpose of performing our obligations under these ToS and in accordance with our Privacy Policy, and for maintaining the relationship between the parties.

Mobiblade may, in some occasions, share your Personal Data with companies belonging to the same group with the Mobiblade, and to other associated companies, for the purpose of processing and/or analysing the personal data for the purpose of providing the User with the Services, in accordance with the applicable laws. We will not disclose the User's Personal Data to any third party without having a legal basis to do so.

In the event that the User has consented to the use of personal data by Mobiblade, for marketing and information management purposes, or to conduct market research, then we may share these data with other, carefully selected, external parties that may use the personal data to provide the User with additional services, that may be of the User's interest.

We shall comply with the terms included in our Privacy Policy, which describes how we collect, use, store and disclose users' personal data, if any is collected, including without limitation email addresses, as well as informing users about their rights and ability to opt-in or opt-out provision of personal data. In cases of third-party advertisers, their privacy policy shall define the way they handle cookies of visitors of the relevant third parties' website(s).

Each party warrants to the other that, during the term of this ToS, to comply with all applicable rules and regulations (including but not limited to, laws governing privacy, and data protection, in particular but not limited to GDPR requirements when applicable).

#### 17. WAIVER

Any failure to exercise or any delay in exercising a right or remedy provided by the ToS will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the ToS will not constitute a waiver of any other breach and will not affect the other terms of the ToS.

The rights and remedies provided by the ToS are cumulative and (except as otherwise provided) are not exclusive of any rights or remedies provided at law or in equity.

#### 18. AMENDMENTS/MODIFICATIONS

We reserve the right to amend the ToS, at any time, in our absolute discretion. Any amendments/modifications of the ToS shall be available for viewing on our Website and the User shall be responsible for referring to the ToS, for any amendments/modifications that may take place, for the duration of the provision of the Services.

#### 19. ENTIRE AGREEMENT

These ToS, along with any policy that is provided by us, comprise the entire agreement between the parties. The User agrees not to have relied on any prior representations, statements, claims or agreements not contained in these ToS.

#### 20. GOVERNING LAW AND JURISDICTION

The interpretation, construction, effect and enforceability of the ToS shall be governed by the Laws of Cyprus, and the parties agree to submit to the exclusive jurisdiction of the Cyprus courts for the determination of disputes. The User agrees that all activities carried through these ToS are governed by Cyprus Laws regardless of the location of the User.