#### **Terms and Conditions**

These Terms & Conditions govern the use of the Inboon Media website, www.inboonmedia.com. By using Inboon Media services, you accept these terms and conditions in full and without exceptions. Please read these terms of use carefully before using our services. By accessing this site, using any part of the site, or any content or services on the site, you agree to be bound by these terms and conditions. If you disagree with any of the following terms and conditions, please refrain from using the website.

#### **Definitions:**

- "Advertiser" refers to any entity or individual with which Inboon Media contracts for the placement of Ads on Publisher's websites using Inboon Media Services.
- "Advertising (Ad)" denotes push notifications aimed at promoting the Advertisers' services and/or goods.
- "Confidential Information" of the party disclosing such information includes (a) trade secrets, business plans, strategies, methods, and/or practices; (b) software, tools, trade secrets, know-how, designs, technical information, proprietary methodologies, computer systems architecture, and network configurations; (c) any other non-public information about the party, including information about its personnel, products, customers, financial information, marketing and pricing strategies, services, or future business plans; and (d) any other information that, based on the relevant circumstances, should reasonably be considered confidential and proprietary.
- "Content" encompasses all Ad content, related technology, and tags provided by Advertiser that are subject to the Services under this Agreement.
- "Publisher" refers to any entity or individual that displays Advertiser's Ads on their Website using Inboon Media Services.
- "Publisher's Website" pertains to websites owned, operated, or controlled by Publisher or its subsidiaries.
- "User" includes all individuals or entities using Inboon Media Services or the website www.inboonmedia.com.

## 1. General Provisions

- 1.1. Inboon Media offers Users the opportunity to use its Services under the terms and provisions provided herein. The use of Inboon Media services shall be regulated by these Terms & Conditions and the Privacy Policy.
- 1.2. By initiating the use of any services, specific functions, or undergoing the registration procedure, the User shall be deemed to have accepted the terms of these Terms of Use in full, without limitations or exceptions.
- 1.3 Inboon Media reserves the right to change these Terms of Use at any time without prior notice to Users. The changes take effect upon publication on the Inboon Media website, www.inboonmedia.com.

## 2. Advertiser Requirements

2.1. Advertisers acknowledge and agree to provide Ad materials that comply with all applicable laws to use Inboon Media Services.

- 2.2. When using Inboon Media Services, Advertisers shall not:
- 2.2.1. Promote content that is illegal, harmful, slanderous, unethical, promotes hatred and/or racial, ethnic, sexual, religious, or social discrimination, or is insulting to any persons and/or organizations.
- 2.2.2. Provide Ads that violate third-party rights, including underage people and/or cause harm in any way.
- 2.2.3 Download, send, transmit, or otherwise post and/or distribute any materials containing viruses or other computer codes, files, or programs designed to breach, destroy, or limit the operation of any computer or telecommunication equipment or software, for unauthorized access, as well as serial numbers to commercial software and generation programs, logins, passwords, and other means to receive authorized access to fee-based online resources, or post links to such information.
- 2.2.4. Infringe on the intellectual property rights, rights of privacy, or any other rights of any third party.
- 2.2.5. Provide Ads that promote drugs or any related paraphernalia, weapons, and other prohibited goods or services.
- 2.3. The list of prohibited Ads provided above is not exhaustive. Inboon Media reserves the right to reject any Ads at its sole discretion if such Ads violate applicable laws, these Terms of Use, or the rights of third parties.
- 2.4. Advertisers acknowledge and agree that they are responsible for all Advertisement provided to be placed on Publisher's websites.

## 3. Publisher Requirements

- 3.1 Publishers acknowledge and agree to provide Websites that comply with all applicable laws to use Inboon Media Services.
- 3.2. Publishers agree that the content of Publisher's Website shall be appropriate and legal and shall not contain:
- 3.2.1. Infringements on the intellectual property rights, rights of privacy, or any other rights of any third party.
- 3.2.2. Malware, materials containing viruses, or other computer codes, files, or programs designed to breach, destroy, or limit the operation of any computer or telecommunication equipment or software.
- 3.2.3. Materials that promote violence, racial, national, political, religious intolerance, or advocacy against any individual, group, or organization, or call for changes to the political system of a sovereign state or participation in terrorist organizations.
- 3.2.4. Materials that promote drugs, or any related paraphernalia, weapons, and other prohibited and illegal goods or services, etc.
- 3.3. Publishers must specify requirements for the selected model. If the publisher operates on the CPA model and has more than 60% of unsubscribers from the number of attracted subscribers for the previous day, then income is not paid to such publisher.

## 4. Intellectual Property

4.1. The content on the Service and available through the Service, excluding Advertisements and third-party content but including other text, graphical images, photographs, music, video, software, databases, scripts, and trademarks, service marks, and logos contained therein (collectively

"Proprietary Materials"), are owned by and/or licensed to Inboon Media. All Proprietary Materials are subject to copyright, trademark, trade secret, and/or other rights under the laws of applicable jurisdictions, including domestic laws, foreign laws, and international conventions. Inboon Media reserves all rights over its Proprietary Materials.

4.2. Except as otherwise explicitly permitted, Users agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Inboon Media content.

# 5. Confidentiality

- 5.1. Each party agrees that it will not disclose any Confidential Information of the other party to any third party and that it will not use Confidential Information for any purpose not permitted under these Terms of Use. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care.
- 5.2. The Parties agree that if disclosure is made to their professional advisors, auditors, or bankers, this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same