

General Terms and Conditions Publishers'

0. Definitions

- 0.1. **"Ad(s) or Advertisement(s)"** means text-based, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements or similar.
- 0.2. **"Advertiser(s)"** means a company being member in the Wi Get Media Network
- 0.3. **"Agreement"** means this Publisher Agreement entered into by Wi Get Media and Publisher, of which these terms and conditions constitute a part.
- 0.4. **"Effective Date"** means the date of signature of this Agreement or in the absence of such signature, the date when the Publisher registered a Publisher Web Site in Wi Get Media's system.
- 0.5. **"Publisher"** means the company/individual that has decided to enter into this Agreement and that has decided to assign Wi Get Media to provide the Services in accordance with the provisions of this Agreement.
- 0.6. **"Publisher's Account"** means the Publisher's account at Wi Get Media for keeping track of revenue and statistics.
- 0.7. **"Wi Get Media"** means the company providing the Services to Publisher.
- 0.8. **"Wi Get Media Network"** means Wi Get Media's digital advertising network, including advertisers and publishers.
- 0.9. **"Party"** means Publisher or Wi Get Media and **'Parties'** means Publisher and Wi Get Media.
- 0.10. **"Personal Data"** means personal data as defined in the Data Protection Act 1998 (based on and implements the EC Directive (95/46/EC) on data protection), which may be accessed, processed or created as part of the Services.
- 0.11. **"Publisher Web Site"** means Publisher owned and in Wi Get Media's system registered websites.
- 0.12. **"Services"** refer to the work to track, sell and publish Ads on Publisher Web Site as defined in this Agreement.

1. Grant of Rights

- 1.1. Publisher hereby appoints Wi Get Media as its non-exclusive representative for the sale of advertising on Publisher owned and in Wi Get Media's system registered websites. Wi Get Media shall have the right to sell media space on Publisher's websites for the display of advertising.
- ### 2. Wi Get Media's limited warranty
- 2.1. Wi Get Media warrants that the Services will perform substantially and materially in accordance with this Agreement and under normal use and circumstances, and for the purpose intended.
 - 2.2. Except for the express warranties set forth above and to the extent permitted by law Wi Get Media expressly disclaims all other warranties of any kind with respect to the Services, whether express or implied, including without limitation any warranties for merchantability, fitness for a particular purpose, that the Services will be uninterrupted, completely secure and/or free of software errors.
 - 2.3. Wi Get Media furthermore expressly disclaims any responsibility in relation to any claims made in relation to Ads published.
 - 2.4. Wi Get Media has no responsibility to ensure that published Ads are not in conflict with the legislation in any jurisdiction.

3. Site accreditation requirements

- 3.1. Publisher acknowledges that Publisher Web Sites must meet the following criteria: (a) Publisher Web Site is permanently available to visitors and meets technical and graphical state of the art expectations; (b) Publisher Web Site is not: under construction; (c) Publisher either owns or is entitled to use the content displayed on all URLs on which the Ad is made available to visitors; (d) Publisher Web Site does not knowingly include any virus or other destructive programming or device that could impair or injure any data, computer system or software of Wi Get Media, Advertiser, visitors or the Wi Get Media Network as such; (e) Publisher Web Site does not knowingly violate any applicable laws or regulations, including without limitation, false or deceptive or comparative advertising laws, gaming and gambling laws, competition laws, and criminal laws; (f) Publisher Web Site does not contain content that is defamatory, violates any rights of privacy or publicity or constitutes a misrepresentation; (g) the content of Publisher Web Site does not and will not infringe any intellectual property rights or other proprietary rights; (h) Publisher does not engage in, promote or knowingly facilitate activities that are illegal; (i) Publisher will use all reasonable endeavours not to include on the site content such as hate content, bombs/guns/ammunition, invalid clicks (non-human clicks), spyware, unauthorised code request.

4. Placement of Ads.

- 4.1. Publisher shall be solely responsible for placing Ads as agreed with Wi Get Media on Publisher Web Sites.
- 4.2. No Ads may be placed on any root URL not specifically approved by Wi Get Media for membership within the Wi Get Media Network.
- 4.3. Skyscrapers or wide skyscrapers and half page formats cannot be placed on the same page as an Ad published through Wi Get Media, unless agreed otherwise by Wi Get Media.
- 4.4. Publisher may not place Ads on blank pages, on pages with no content, on non-approved sites, or in such a fashion that may be deceptive to visitors.
- 4.5. Ads may not be placed in email messages.

5. Publisher's Responsibilities, Representation and Warranties

- 5.1. Publisher agrees to comply with the requirement defined under section 3 above and any specifications provided by Wi Get Media from time to time to enable proper delivery, display, tracking, and reporting of the Ads to be published.
- 5.2. Publisher acknowledges and agrees that Publisher is solely responsible for its webpage(s), including all content and materials, maintenance and operation thereof.
- 5.3. Publisher represents and warrants that (i) all of the information provided by Publisher to Wi Get Media under this agreement is correct and current; and (ii) Publisher has all necessary right, power, and authority to enter into this agreement and to perform the acts required of Publisher hereunder.
- 5.4. Publisher shall not (a) directly or indirectly generate events, conversions or impressions or clicks on any Ads, through any automated, false, fraudulent or other invalid means; (b) edit or modify any information in an Ad or; (c)

- provide anything other than a direct link from an Ad to an Advertiser's page.
- 5.5. Publishers assume complete and sole responsibility for any taxes, fees and other levies owed as a consequence of this Agreement.
 - 5.6. Publisher is aware and acknowledges the risk that Ads published on Publisher Web Site could be deemed illegal in some jurisdictions.
 - 5.7. Publisher is furthermore aware of that it might be restrictions in national laws related to publications of Ads, such as the restrictions in the Swedish Lotteries Act (1994:1000) regarding promotion of gambling services.
- 6. Indemnification**
- 6.1. Publisher agrees to indemnify, defend and hold Wi Get Media and its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (including but not limited to applicable Advertisers) harmless from and against any and all third party claims, liability, loss, and expense, arising out of, related to or which may arise from Publisher's use of Wi Get Media's services and/or Publisher's breach of any term of this agreement.
- 7. Payment and Revenue share**
- 7.1. Wi Get Media will invoice and collect advertising fees from Advertisers. Wi Get Media shall, by method of self-billing, pay Publisher its agreed share of the revenue under this Agreement within forty-five (45) days of the end of the month in which the advertising revenue is to be collected by Advertisers. Calculations of revenues and agreed revenue share, statistics etc will be based on data generated from and by the Wi Get Media Network. Payments shall be done to the bank or credit card account provided by Publisher. Any outstanding debt balance exceeding 50 000 USD must in full be claimed by Publisher within three (3) months from when it was due. Outstanding debt balance less than 50 000 USD must in full be claimed by Publisher within six (6) months from when it was due. Publisher will not be reimbursed for any outstanding debt if not claimed within the set-out periods above.
 - 7.2. Publisher revenue share, as applicable from time to time, is disclosed on Publisher Account.
 - 7.3. In the event any Publisher Web Site is not available during more than two (2) hours or if Ads are not published as agreed between the Parties, Wi Get Media is not obliged to reimburse Publisher for such period and, in case of prepaid revenue, Publisher is obliged to refund any such prepaid revenue.
 - 7.4. Notwithstanding anything to the contrary herein, Wi Get Media shall not be liable for any payment based on events described under section 5.4a above. Thus, Wi Get Media may, in its sole discretion, refuse and/or reduce the payment of the agreed share due to such bot traffic.
- 8. Limitation of Liability**
- 8.1. Except for the obligations under sections 3 and 4, in no event shall either Party be liable under this Agreement for any consequential, special, indirect, exemplary, or punitive damages whether in contract, tort or any other legal theory (ii) Wi Get Media's aggregate liability to Publisher under this Agreement for any claim is limited to the net amount paid by Wi Get Media to Publisher during the three (3) month period immediately preceding the date of the claim.
 - 8.2. In order to preserve its right to claim compensation or damages, a party shall present any claim for compensation or damages within three (3) months after having observed the grounds for the claim, but no later than three (3) months from the end of the Term.
 - 8.3. Liability for Publisher's Revenue. Publisher understands and agrees that Wi Get Media is only an intermediary platform; and that Wi Get Media shall only be liable to Publisher for Publishers Revenue based on payments from Advertisers that it has received without restrictions that constitute immediately-available funds to Wi Get Media. Publisher agrees that (i) Wi Get Media shall have no liability or obligation to Publisher for payments due but unpaid from Advertisers; (ii) Publisher will only assert any claims therefore directly against the Advertisers; and (iii) Publisher shall hold Wi Get Media harmless and indemnify it from any claims or liability related to such unpaid amounts. Wi Get Media agrees to make every reasonable effort to bill, collect and clear payment from the Advertisers on a timely basis. Wi Get Media, reserves the absolute right not to make any payments if the Publisher violates any of the terms and conditions set forth herein. Publisher understands that Wi Get Media's online statistics may not be 100% accurate and that Wi Get Media may make adjustments to Publisher's online statistics. In the event that coding on Publisher's Website(s) or Wi Get Media account generates substantial number of erroneous impression due to a technical problem such as server malfunction, coding alteration or a mistake in entering code, Wi Get Media reserves the right to withhold payment on all Impressions and clicks delivered by Publisher.
- 9. Confidentiality**
- 9.1. Each Party (a "Receiving Party") understands that the other Party (a "Disclosing Party") may disclose information of a confidential nature including, without limitation, product information, data, pricing, financial information, software, specifications, research and development and proprietary algorithms or other materials that is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information").
 - 9.2. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance.
 - 9.3. 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 extent as if such recipient were party to this agreement.
 - 9.4. The foregoing obligations under this section 9 shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any



obligation of confidentiality, (iii) was or is lawfully received by the Receiving Party from a third party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information or (vi) express written consent has been given prior to disclosure.

- 9.5. In the event that the Receiving Party is required to disclose Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party shall promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information.
- 9.6. Upon termination or expiration of this Agreement, upon the request of a Disclosing Party, the Receiving Party agrees to return to the other all of such other Party's Confidential Information, or to certify to the Disclosing Party in writing that all such material has been destroyed, however, destruction is only permitted after Disclosing Party's prior approval.

10. No exclusivity

- 10.1. This Agreement shall not prevent Wi Get Media from entering into similar agreements with third parties, including other publishers within the same area of business as Publisher, or from independently developing, using, selling or licensing products and/or services which are similar to those provided by Publisher.

11. Non-Solicitation

- 11.1. Publisher hereby agrees not to contact or communicate with any Advertisers in the Wi Get Media Network or engage in practice that would be deemed competitive to business of Wi Get Media.

12. Personal Data

- 12.1. If the Services include any services in relation to the processing of Personal Data, Wi Get Media will comply with all relevant provisions of the Data Protection Act 1998, and:
- (i) Process Personal Data only in accordance with the instructions of the Publisher;
 - (ii) Take all appropriate measures to ensure that the Personal Data is kept secure and is not subject to any unauthorized processing, loss, destruction or damage;
 - (iii) Notify the Publisher of any unauthorised or unlawful disclosure or use of Personal Data of which Wi Get Media becomes aware;
 - (iv) At the request and option of the Publisher, promptly return or safely destroy all Personal Data in Wi Get Media's possession or control.

13. Force Majeure

- 13.1. A Party shall be released from liability in damages and other sanctions where the performance of a specific obligation is prevented or rendered onerous due to circumstances beyond a Party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.
- 13.2. Where a Party's performance is prevented for a period in excess of one (1) month due to an event as stated above, either Party shall be entitled to terminate this Agreement in writing without any obligation to pay compensation.

14. Term and Termination

- 14.1. This Agreement shall begin on the Effective Date and continue until terminated by either Party as defined below.
- 14.2. Wi Get Media may suspend this Agreement and Publisher's access to and use of the Wi Get Media Network without notice (a) if Publisher permanently fails to provide necessary technical implementation of Ads received, downloaded and made available on its Publisher Web Site; or (b) repeatedly fails to take appropriate and efficient measures to ensure certain editorial quality of its Publisher Website and avoid misuse of content included in or represented by Ads; or (c) upon Wi Get Media's reasonable belief that Publisher has breached any of its representations and responsibilities under this Agreement.
- 14.3. The Publisher may terminate this Agreement with reference to section 16.2 by giving Wi Get Media forty-eight (48) hours written notice.
- 14.4. Either Party may terminate this Agreement for convenience without cause by giving the other Party forty-eight (48) hours written notice.
- 14.5. In the event Wi Get Media has paid revenue in advance to Publisher, Publisher is obliged to refund any such pre paid revenue as per the date of termination including the notice period.
- 14.6. Wi Get Media is obliged to reimburse Publisher for any revenue related to Ads published as per the date of termination including the notice period, unless such revenue was paid in advance.

15. Assignment

- 15.1. Wi Get Media shall be entitled, in whole or in part, to assign its rights and obligations under the agreement to a reseller and/or a company within the same de jure or de facto group of companies as Wi Get Media without Publisher's prior consent.
- 15.2. Publisher shall not be entitled to assign its rights or obligations under this Agreement without Wi Get Media's prior written consent.

16. Entire agreement and variation

- 16.1. This Agreement constitutes the Parties' complete governance of all matters affected by this Agreement. All written or verbal commitments and undertakings that preceded this Agreement are superseded by this Agreement.
- 16.2. Wi Get Media reserves the right to amend the terms and conditions of this Agreement. The Publisher shall be informed of such amendments by e-mail or through the information being made available on Wi Get Media's website. The Publisher shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on Wi Get Media's website. Where the Publisher does not accept the amendment, the Publisher shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the website, provided that the changes have an adverse effect, that could not be considered as minor, on the Publisher, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Publisher within the aforementioned time, the Publisher shall be deemed to have accepted the new terms and conditions.

17. Notifications

- 17.1. All notices to be exchanged by the Parties under this Agreement shall be made to the e-mail address of the recipient party stated in the contract form of this Agreement.

18. Governing law and disputes

- 18.1. This Agreement and the ensuing relationship between Wi Get Media and Publisher shall be construed in accordance with, and governed by, the laws of Sweden. The United Nations Convention on the International Sale of Goods shall have no application to this Agreement.
- 18.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Institute).
- 18.3. Where the amount in dispute does not exceed EUR 100,000 the SCC Institute's Rules for Expedited Arbitrations shall apply.
- 18.4. Where the amount in dispute exceeds EUR 100,000 the Rules of the SCC Institute shall apply. Where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 1,000,000 the Arbitral Tribunal shall be composed of three arbitrators.
- 18.5. The amount in dispute includes the claimant's claims in the request for arbitration and any counterclaims in the respondent's reply to the request for arbitration.