

## Terms and Conditions

### Guidelines in Concluding the Subscription and Service Agreement

1. The Agreement is only available in English and you can download it at [aori.com](http://aori.com);
2. If you have any questions in regards to the Agreement please contact [help@aori.com](mailto:help@aori.com);
3. The way of conclusion of this Agreement can be found at Section 4 of the Agreement;
4. You can enter into the Agreement only if you reside in the Serviced Countries (as defined in the Agreement), you fulfil the requirement of Section 3 of the Agreement and you agree with the terms of the Agreement.

### Subscription and Service Agreement

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#### 1. DEFINITIONS

"Company" means AORI Technologies Ireland Limited registered under the laws of Ireland, having a registration number 576226 and having its registered office at 5th Floor Marine House, Clanwilliam Place, Dublin 2, Ireland and VAT number IE 3421346PH.

"Client" means a person that registered on the website [aori.com](http://aori.com).

"Agreement" means these Terms and Conditions.

"Content" means the information obtained by the Company from its content licensors or publicly available sources and provided to the Client, as described below.

"Data" means any information or materials that have been received by the Company from the Client under this Agreement.

"Documentation" means the Company's online user guides, documentation, help, and training materials, as updated from time to time, and are accessible online.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including but not limited to viruses, worms, time bombs and trojan horses.

"Purchased Services" means Services that the Client purchased from the Company.  
"Party or Parties" means the Client and the Company or one of them respectively.  
"Services" means advertising campaign setting made through the Website.  
"you", "yours" means the Client  
"Support" means Client's care, provided through our online support portal [help@aori.com](mailto:help@aori.com).  
"Serviced Countries" means all countries except Russian Federation.  
"User" means an individual who is authorised by the Client to use the Services.  
"us", "we" means the Company  
"Website" means [aori.com](http://aori.com). The Company is entitled to administrate and operate the Website.

## 2. SERVICE AVAILABILITY

The Services are only intended for use by legal entity and persons resident in the Serviced Countries. The Company cannot provide Services for persons outside the Serviced Countries.

## 3. YOUR STATUS

By accepting this Agreement and placing an order through the Website, you warrant that:

- 3.1 You are legally capable of entering into binding contracts; and
- 3.2 You are at least 18 years old;
- 3.3 You are resident in one of the Serviced Countries; and
- 3.4 You are accessing our site from that country.

## 4. HOW THE AGREEMENT IS FORMED BETWEEN YOU AND THE COMPANY

- 4.1 After reading and accepting the terms and conditions of this Agreement you can register on the Website. Once you complete the registration on the Website you will receive an email with your registration and login details.
- 4.2 The Agreement will be available online in your account for as long as the subscription of the Client is valid.

## 5. THE COMPANY'S OBLIGATIONS

- 5.1 The Company will (a) make the Services and Content available to the Client pursuant to this Agreement, (b) provide Support for the Purchased Services without any further fees, and (c) take all commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for planned downtime that the system may require from time to time.
- 5.2 The Company is not responsible if the any of the Service/s is not available due to an act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, internet service provider failure or delay, or denial of service attack.
- 5.3 The Company will maintain administrative, physical, and technical safeguards for protection of confidential information as described in the Agreement.

5.4 The safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the Data by the personnel of the Company except (a) to provide the Purchased Services and prevent or address Service or technical problems, (b) to comply with the applicable law as it may be from time to time. With the acceptance of the Agreement the Client agrees and permits the Company to disclose any such information as the law may provide from time to time.

5.5 The Company will be responsible for the performance of the Company's personnel and contractors except as otherwise specified herein.

## 6. OBLIGATIONS OF THE CLIENT

6.1 The Client will place any advertisements using the Website at his own risk and he undertakes all responsibility for their content in case it contradicts with any applicable law in any of the Serviced Countries.

6.2 The Client undertakes to use the Service/s as per the terms and conditions, as these may alter from time to time. Further the Client is responsible for the actions and or omission of the authorized User.

6.3 The Client understands and agrees that in case of any unauthorized or illegal use, the Agreement could be terminated under the terms of this Agreement.

6.4 The Client must pay the Company timely for any Purchased Service.

6.5 The Client is responsible for the accuracy, quality and legality of the Data and the means by which they have been acquired.

6.6 The Client undertakes to keep safe the login details for the User in order to prevent any unauthorized access to or use of the Services and Content.

6.7 The Client undertakes to inform the Company immediately in case of any unauthorized access or use of the Services and Content.

6.8 The Client undertakes that will not (a) allow any use of the Services by anyone else apart from the Client, (b) use the Service to distribute infringing, libelous, or otherwise unlawful or tortious material, (c) distribute material in violation of third-party privacy rights or use a Service to distribute Malicious Code, interfere with, (d) disturb the integrity or performance of any Service or third-party data contained therein, (e) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (f) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (g) copy a Service or any part, feature, function or user interface thereof, (h) copy Content except as permitted herein or in an Order Form or the Documentation, (i) frame or mirror any part of any Service or Content, other than framing on the Client's' own intranets or otherwise for the Client's own internal business purposes or as permitted in the Documentation, (j) access any Service or Content in order to build a competitive product or service, or (k) reverse engineer any Service.

6.9 The Client understands and agrees that in case the content of his advertisement does not comply with any applicable legislation, such advertisement could be suspended until the Client takes steps to correct the content so as to comply with applicable legislation. A non-exhaustive guideline as to what is prohibited appears hereto as Appendix A.

## 7. FEES AND PAYMENT FOR PURCHASED SERVICES

7.1 After registration the Client will have access on his online account where he will be able to make a purchase of Services following the below described process:

7.1.1 The payment will be online following the steps provided on the Website. The Client is able to pay by bank card, PayPal, Stripe or bank transfer.

7.1.2 Upon receipt of the payment the Client will receive a receipt for the funds via email within 56 hours.

7.2 The Company operates with a subscription model.

7.3. The Company could offer to the Client discount for its services in order to reach new customers.

7.4 The pricing quoted for each of the Services might be subject to Value Added Tax (VAT). If the Client would like a refund, this should be communicated to the Company at [hello@aori.com](mailto:hello@aori.com).

7.5 The client can receive a full refund within 30 days of registering for the Services. After the 30 days have passed, a refund is no longer possible.

## 8. INTELLECTUAL RIGHTS AND LICENSES

8.1 Subject to the limited rights expressly granted hereunder, the Company reserves all of their rights, title and interest in and to the Services, Website and Content, including all of the related intellectual property rights.

8.2 It is hereby clarified that by the purchase of any Service you are not permitted and you are not granted rights to any of the intellectual property of the Company or its licensors.

8.3 The Client hereby grants to the Company a limited-term license to host, copy, transmit and display the content of his advertisements as necessary for the Company to provide the Services in accordance with this Agreement without the Company having to pay any royalties or any other fee for such use. This permission by the Client to the Company remains valid for as long as the Services are provided or the free trial.

## 9. CONFIDENTIALITY

9.1 The definition in this clause applies in this Agreement.

Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

(a) identified as confidential at the time of disclosure; or

(b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

9.2 Each party shall protect the Confidential Information of the other party against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.3 Confidential Information may be disclosed by the receiving party to its employees and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

9.4 The obligations set out in this clause shall not apply to the Confidential Information that the receiving party can demonstrate:

(c) is or has become publicly known other than through breach of this clause; or

(d) was in the possession of the receiving party prior to disclosure by the other party; or

(e) was received by the receiving party from an independent third party who has full right of disclosure; or

(f) was independently developed by the receiving party; or

(g) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

9.5 The obligations of confidentiality in this clause shall not be affected by the expiry or termination of this agreement.

9.6 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client's Data and data derived therefrom or from the Client's accounts on the other websites, where the Client places the advertising by using the Website), and the Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Website and / or the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with Company's business. No rights or licenses are granted except as expressly set forth herein.

## 10. NOTICES

All notices given by the Client to the Company must be given to [help@aori.com](mailto:help@aori.com). The Company may give notice to the Client at the email address provided by the Client. Notice will be deemed received and properly served immediately when posted on the Company's website, 72 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove, that such email was sent to the specified email address of the addressee.

## 11. MUTUAL INDEMNIFICATION

11.1 The Client will defend the Company against any claim, demand, suit or proceeding made or brought against the Company by a third party alleging that the Data, or the use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify the Company from any damages, attorney fees and costs finally awarded against Us as a result of any such court proceedings, or for any amounts paid by the Company under a court-approved settlement of such a claim (the "Received Claim").

11.2 The Company agrees to (a) promptly provide a written notice of the Received Claim, (b) give to the Client the sole control of the defense and settlement of the Received Claim (provided such settlement will not impose any liability on the Company), and (c) provide the Client reasonable assistance in the preparation of the defense, at the Client's expense.

## 12. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

12.1 The Company has the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory

requirements and changes in our system's capabilities or any other change the Company sees fit.

12.2 The Client agrees that will be subject to the policies and terms and conditions in force at the time that the Client orders products from the Company, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Client), or if the Company notifies the Client of the change to those policies or these Terms and Conditions (in which case the Company has the right to assume that the Client has accepted the change to the Terms and Conditions, unless the Client notifies the Company to the contrary within 7 working days of receipt).

### 13. TERM AND TERMINATION

13.1 This Agreement commences on the date the Client registers on the Website and it remains valid until the expiration or termination of the subscription.

13.2 A Party may terminate this Agreement (i) at any time by 30 days written notice to the other Party, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.3 If this Agreement is terminated by the Client in accordance with this section of the Agreement the Company will return to the Client any prepaid fees as provided by par. 7 above.

13.4 Upon request by the Client to terminate the Purchased Service the Data will be available for the Client to download them for a period of 30 days as from the termination date. It is clarified that the termination date should be considered the day that the termination notice expires.

### 14. DATA COLLECTION/PROTECTION

14.1 The Company complies with the provisions of the EU Directive 2000/31/EC of the European Parliament, as it may alter from time to time in connection where the Company acts as Mere Conduit (as defined in Article 12 of the Directive) and in connection to Caching (as defined in Article 13 of the Directive).

14.2 The Company complies with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as it may alter from time to time. .

14.3 The Company collects personal information when the Client registers on the Website and will keep them for as long as the subscription of the Client is valid.

14.4 By accepting the terms and conditions of this Agreement and proceeding with the use of our Services, the Client agrees to the processing and storage of his personal and other data in the provision of services under the Agreement and the other Company's documents regarding of Personal Data processing and protection, placed by the Company on the Website.

14.5 More detailed information regarding of Personal Data processing and protection is determined in the Privacy Policy, Personal Data Protection Policy, Data Retention Policy, Privacy Notice. By accepting this Agreement and proceeding with the use of the Services, the Client agrees with the terms and conditions of the documents mentioned above.

## 15. SEVERABILITY

If any of the terms and conditions of this Agreement are determined by any competent authority or due to the change of law, to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 16. LIMITATION OF LIABILITY

16.1 The parties agree that neither party, no claim to a single incident arising out of this Agreement will exceed the total amount paid by the Client to the Company during 12 months prior to the claim.

16.2 Under no circumstances, the Company or the Client will be responsible for any loss of income, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages as permitted by the applicable laws.

## 17. LAW AND JURISDICTION

This Agreement is governed by Ireland Law and the parties submit to the jurisdiction of the Ireland. Any dispute that may arise under this Agreement shall be resolved only by the Courts of the Ireland

## Appendix A

### Disallowed Content

The Company shall not allow advertising of any content that will appear to be related to:

#### 1. Offensive / Inappropriate content:

1.1 Hatred, violence, harassment, racism, sexual, religious, or political intolerance, content that's likely to shock or disgust the general public, bullying or intimidation of an individual or group, racial discrimination, hate group paraphernalia, graphic crime scene or accident images, cruelty to animals, murder, self-harm, extortion or blackmail, sale or trade of endangered species.

#### 2. Counterfeit goods

2.1 The promotion of counterfeit goods including trademarks, logos and any other form of intellectual property.

#### 3. Dangerous and Dishonest products or services

3.1 Such as psychoactive substances, equipment to facilitate drug use, weapons, ammunition, explosive materials and fireworks, instructions for making explosives or other harmful products; tobacco products, recreational drugs (of any form), hacking software or instructions, services for manipulation of websites or online contents, fake documents, academic cheating services

#### 4. Unacceptable Use

4.1 The use of malicious applications or software, "cloaking" or using other techniques to hide the true destination that users are directed to; "arbitrage" or promoting destinations for the sole or primary purpose of showing ads; promoting "bridge" or "gateway" destinations that are solely designed to send users elsewhere; advertising with the sole or primary intent of gaining public social network endorsements from the user; "gaming" or manipulating settings in an attempt to circumvent our policy systems

#### 5. Restricted content

We shall not allow any content that is related to:

1. Adult-oriented content of any form;
2. Alcoholic beverages;
3. Copyrighted content;
4. Promotion of gambling;
5. Promotion of illegal organizations;
6. Promotion of military weapons;
7. Political campaigns or other political messages;
8. Generic advertisements that intent to fool the end users;