

## Terms and Conditions

The following Terms and Conditions define the conditions of use of the website <http://www.adincube.com/> (hereinafter “the Website”), edited by PURPLE BRAIN SAS, registered at the Paris RCS under number 534 993 548, whose Head Office is located at 6 rue de Berri 75008 PARIS FRANCE (hereinafter “AdinCube”).

These Terms and Conditions can be reviewed at any time by AdinCube. No specific conditions shall prevail over the Terms and Conditions herein without explicit and written agreement of AdinCube.

### Preamble

AdinCube operates a platform available on its Website <http://www.adincube.com/>. It allows Developers to maximize the monetization of their mobile applications via the optimization of the ad campaigns provided by various Mediated Ad Partners.

By using the services provided by AdinCube on its Website, you agree to comply with the following Terms and Conditions.

### Privacy Policy

[https://storage.googleapis.com/adincube-resources/doc/Privacy\\_policy.pdf](https://storage.googleapis.com/adincube-resources/doc/Privacy_policy.pdf)

### Article 1: Definitions

Each term defined hereinafter beginning with a capital letter, whether used in the singular or in the plural, shall have the meaning set forth below:

**Account** means the private area allocated to the Developer where you may log in, in order to register its App and access to the information related to the Income.

**Ad or Advertisement** means any advertisement provided by the advertiser.

**Anomaly** means a repetitive and reproducible default, bug, failure or malfunction, which blocks AdinCube’s Services.

**App or Developer’s App** means the application that the Developer wants to monetize, including the Inventory.

**Classification** means the App classification according to the maturity level, defined by the Developer for the App you want to monetize.

**Data Protection Laws** means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

**Developer** means a person or a company who wants to monetize its Apps.

**Fraud** means the artificial creation of clicks or Installations generated through the mechanisms described in article 4.4 herein.

**Impression** means a single instance of displaying an advertiser Ad to a bona fide User on such end-user's wireless device.

**Income** has the meaning given to it in article 6.2.

**Installation** means the download and the first run of the advertiser's App on a smartphone or a tablet by a User, when the Installation process has been initiated from the Advertisement published on the Developer's App.

**Inventory** means the inventory available on Developer's mobile website or the Developer's App.

**License** means the SDK license granted by AdinCube to the Developer, in accordance with these Terms and Conditions.

**Mediated Ad Partner** means the third party ad solution mediated by AdinCube.

**Platform** means the Website operated by AdinCube to which Developers need to log in to access the Services.

**Price** has the meaning given to it in article 6.1.

**SDK** means the software development kit provided by AdinCube to be embedded in the App after its download by the Developer.

**Services** mean all services provided by AdinCube through the Platform.

**User** means a bona fide person who has installed the advertiser's App on their smartphone or a tablet.

## Article 2: Description of the Platform

AdinCube operates a mediation Platform between Developers and Mediated Ad Partners allowing:

- Developers to market a space dedicated to Advertisement on their Apps; and
- Mediated Ad Partners to access a list of Apps available for publishing their Advertisements

Access to the Platform's Services, requires the creation of an Account.

## Article 3: Creation of an Account

Access to the Services delivered by AdinCube, requires the creation of an Account by the Developer and your acceptance of these Terms and Conditions.

Creation of the Account is confirmed when the Developer has provided all the required information.

The Developer undertakes to provide true, relevant, accurate and complete information.

Developer must specify, when completing invoice information, if the registration is made in your personal name or on behalf of a company or another legal person (If so, Developer must detail its function, the name of the company or legal person, and any legal information related to the company identity, such as the registered number, VAT number, address, director's name, legal status...).

The Developer undertakes to provide immediately if requested by AdinCube, any reference document confirming your job title.

The Developer who is acting as an individual undertakes to communicate immediately a copy of your ID upon request.

AdinCube may close forthwith the Developer's Account if any information provided for the creation of the Account or related to the invoice details, was proved to be untrue.

The Developer undertakes to keep its password strictly confidential.

Any use of the Developer' Account is deemed to have been done by the Developer or under its control.

## Article 4: Access to Services

### 4.1 License Grant

AdinCube expressly authorizes the Developer to download the SDK from the Platform, in order to integrate in its App's codes, the electronic files required for publishing the Advertisements from the Mediated Ad Partners.

All intellectual property rights related to the SDK, such as copyrights, trademarks, patents, know-how, design patents and database contents, are and shall remain the sole property of AdinCube, by application of the French Intellectual Property Code.

All rights not expressly granted by these Terms and Conditions, shall remain the exclusive property of AdinCube.

The Developer shall not, directly, indirectly or with the help of any third party:

- a) challenge, harm or infringe any intellectual property right referred to in this article;
- b) decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of the SDK, or allow any third party to do so, except in cases provided by law;
- c) in any case use the SDK in any manner not expressly authorised in these Terms and Conditions.

The SDK license granted to the Developer is revocable, limited, personal, non-sublicensable, non-exclusive, non-assignable and non-transferable.

By using the AdinCube Service in your App, you agree to grant AdinCube the sole authority and discretion to in-App ad inventory management during the entire duration of the partnership.

#### 4.2 Publishing of the Advertisements

AdinCube could not be held responsible for any ad content provided by the Mediated Ad Partner. In case Developer wants to block a certain ad campaign on its App, it is your responsibility to contact AdinCube support so that AdinCube transfers your request to the relevant Mediated Ad Partner.

AdinCube can't be held responsible if the Mediated Ad Partner fails to reply positively to the Developer's request.

Developer can stop displaying ads from a specific Mediated Ad Partner at any time just by deactivating the relevant Mediated Ad Partner on the Platform.

#### 4.3 Statistics

Developer can access through its Account to the main indicators related to its Apps monetization, such as the Incomes or CPM. These indicators are for information only. Information delivered with the invoice shall be regarded as the only binding Information.

#### 4.4 Fraud

Developer shall not generate any clicks or installations itself or ask a relative to do so. Using a software engine and generating Impressions or activating clicks or Installations without any User is strictly prohibited.

Except if the allowance is expressly stated on AdinCube, rewarding Users for interacting with an Advertisement (by clicking, installing...) is absolutely forbidden.

## **Article 5: Developers obligations**

#### 5.1 Undertaking

Developer undertakes to use its Account exclusively according to these Terms and Conditions.

#### 5.2 Third party rights

Developer shall acknowledge that AdinCube is not affiliated or responsible for any of its Mediated Ad Partners. Developer selects in its sole responsibility the Mediated Ad Partners it wants to receive ads from. By integrating the AdinCube SDK, Developer shall acknowledge that it is using the service of the Mediated Ad Partner it preselected. As a result, Developer acknowledges that it is tied to the terms and conditions of the Mediated Ad Partner as described on the Mediated Ad Partner website. AdinCube could not be held responsible for any Developer's infringement of the Mediated Ad Partner's Terms and Conditions.

Developer shall not download the SDK for an App whose content infringes third party rights, is illicit, illegal, pornographic, racist, violent, contrary to standards of good behaviour, or is a glorification or a negation of crimes against humanity.

### 5.3 Account Suspension

AdinCube may, in its sole discretion, suspend the access of the Developer to its Account without notification and at anytime, in case of infringement of article 5.2 here above or in case of fraud as defined in article 4.5 herein.

Suspension of the Account prohibits the publishing of any Advertisement on the Developer's Apps.

No compensation is due to Developer further to the suspension of its Account in accordance with this article 5.3.

### 5.4 Consent

In order to serve personalized advertising to Users in the European Economic Area, the United Kingdom, and Switzerland, you must (a) use the AdinCube SDK's consent solution or (b) an equivalent third-party consent solution, to obtain consent from such Users. You will not remove, obscure, interfere with, or otherwise hinder AdinCube's consent solution in any manner or otherwise attempt to fraudulently pass consent on behalf of the User.

### 5.5 Privacy Policy

You will in relation to your Apps, publicly post, maintain, and comply with an accurate privacy policy consistent with applicable Data Protection Law and industry practice, including identifying within your privacy policy third parties that collect data for personalised advertising purposes.

## **Article 6: Incomes and Payment**

### 6.1 Price

Price for an Installation, click or Impression exclusively depends on advertisers and on the result of their bids for purchasing advertisement spaces ("**Price**"). Installation, click or Impression excludes any that are obtained by fraud or other illegal content where it has been obtained in exchange for consideration or monetary incentive and/or by mechanical or other technical means where there is no bona fide, human end-user that actually views the display on their wireless device.

### 6.2 Incomes

Developer is entitled to an Income in consideration of each Impression, click or Installation made by a User or initiated from the Advertisement published on the App ("**Income**").

The Incomes paid to the Developer result from the Price set up by the advertiser with the Mediated Ad Partner. Developer expressly acknowledges that this cost is likely to change according to the numbers of Impressions, clicks or Installations, the states where the Advertisements are published, the nature of the Advertisements and the objectives defined by the advertisers.

Developer will not be entitled to receive any payment from AdinCube for income for which AdinCube has not received payment from the relevant Mediated Ad Partner due to Ad fraud, Publisher's fault or if Publisher is in breach of applicable policies of the Mediated Ad Partners ("Default").

You agree that if AdinCube reasonably determines that such Default has occurred, AdinCube may deduct any amounts as are determined by AdinCube in its sole discretion from amounts otherwise payable to you. AdinCube reserves the right to withhold all payments if it considers that Developer has engaged in activity that is in violation of this article or of these Terms and Conditions.

### 6.3 Self-Billing

AdinCube will issue self-billed invoices for all the revenues made by you according to the name, address, your VAT registration number (if applicable), together with all the other details which constitute a full VAT invoice. All these details must be filled by you in your Account, and you will be informed in case of outsourcing of this self-invoicing. By generating this invoice, you agree:

- a) To accept invoices raised by AdinCube on your behalf;
- b) Not to raise sales invoices for the transactions covered by this agreement;
- c) To notify AdinCube immediately if: you become eligible for VAT registration, your VAT registration number changes or ceases to be registered; you sell your business or part of your business; and your bank account changes.

No payment will be made if invoice information have not been provided to AdinCube or are inaccurate. When the provision of inaccurate information has generated additional costs to AdinCube, these costs are deducted from the Income paid to the Developer.

A receipted Invoice is sent by e-mail to the Developer together with the payment.

The Developer is solely responsible for complying with its tax obligations and obligations of declaration to State authorities.

### 6.4 Payment terms

Developer can access from its Account to the details of the Incomes to be paid and to the Incomes already paid.

The Income to be paid is divided into two parts: the Income generated within the last 30 days (hereafter, "**New Income**") and the Income generated after the last 30 days (hereafter, "**Old Income**")

Payment of the New Income or the Old Income to the Developer is made by AdinCube upon request, subject the New Income or the Old Income exceeds "the Minimum", as defined hereafter:

- \$20 on the billing date if the Developer selected Paypal as payment solution
- \$100 on the billing date if the Developer chose Wire transfer or Payoneer

When the "New Income" or "Old Income" to be paid is less than the Minimum, the Developer can't request its payment.

If the Developer requests the payment of the New Income, payment will be subject to a 2% payment fee. AdinCube won't charge any fees for payment of the Old Income.

Developer should acknowledge the fact that any payment might be subject to additional external fees applied by payment providers (Banks, Paypal etc).

AdinCube may deduct from Developer's payment any fees that would be charged directly to AdinCube as the result of the payment processing.

Payment is made within 12 days after the Developer has requested its payment where the Minimum has been reached. For example, if a Developer is due \$120 of Old Income the 12<sup>nd</sup> of January and requests its payment, payment will be made by the 24th.

AdinCube may require the provision of an ID justification or a copy of a registration certificate - when the Developer is a company - before completing the payment.

No payment can be made when the Developer has closed its Account.

Payment is made by wire, PayPal or other means defined by AdinCube, on the account whose details have been sent by the Developer.

Subject to any mandatory law provision, payment shall be made in dollars or euros. The applicable exchange rate is the current rate on the date of request.

AdinCube is entitled to ask for new bank account details, when it appears that the reference of the bank account communicated by the Developer relates to an account located in a non-cooperative state or territory.

## **Article 7: Term**

The Developer may close its Account at any time. Closure of the Account automatically terminates the SDK license referred to in article 4.1 herein.

If the Developer commits a material breach or material default in the performance or observance of its obligations under these Terms and Conditions, and such breach or default is not cured within seven days after delivery by AdinCube of a formal notice sent to the email address used for the creation of the Account, AdinCube shall be free to close the Account without any legal formality and with immediate effect, without prejudice to any claim for damages AdinCube may have against the Developer.

Notwithstanding the provisions set forth in the above paragraph, AdinCube may close forthwith the Developer's Account in case of explicit Fraud.

## **Article 8: Consequences of Termination**

The closure of the Account does not give rise to the Developer to any compensation of any kind.

Further to the closure of the Account and subject in case of Fraud, Incomes due to the Developer are paid within 45 days after the end of the current month as soon as they have reached the Minimum.

## Article 9: Guarantees

The Developer guarantees that it is the legal owner of all the intellectual property rights such as trademark, design patents and copyright, related to its Apps (hereafter the “**Guaranteed Rights**”).

The Developer guarantees that its Apps comply with the current legislation and do not infringe any third party right or morality.

Developer also guarantees that its Apps do not contain, neither hidden defects, nor lack of conformity and have no program such as virus, Trojan horse, spyware or any other program likely to harm AdinCube’s equipment.

The Developer shall indemnify AdinCube, at first request, of any condemnation, expenses and attorneys’ fees or cost and indemnity of any kind due to or arising out of infringement by the Developer of any Guaranteed Right or of any claim of any kind related to the Apps, filed by an Advertiser or any third party, resulting in an enforceable condemnation (definitive or not) of AdinCube, a settlement agreement or the payment of attorney’s fees.

The Developer states and warrants it complies with all its tax and social obligations and is not in the list of prohibited tax jurisdiction countries as advised by AdinCube from time to time and available upon request.

When the Developer is not a company, he/she states and warrants that he/she has other sources of income than the Income referred to in these Terms and Conditions.

## Article 10: Liability

AdinCube is acting exclusively as an intermediary between Developers and Mediated Ad Partners.

AdinCube does not implement any pre-control of the Advertisements content and has no monitoring or supervision duty regarding the content of the Advertisements.

Developer expressly acknowledges that there is no warranty of any kind that by registering to the Platform it will earn any Income and AdinCube shall not be held liable if no Income is due to Developer.

In no event shall AdinCube be liable for any direct, special, indirect, consequential or contingent damages suffered by Developer, and resulting directly or indirectly from the content of the Advertisement or from the SDK integration.

AdinCube shall not be liable in the event of incompatibility between the SDK and the App.

AdinCube shall not have liability for any dysfunction of Services resulting from an interruption of the internet for any reason whatsoever or from a failure of its hosting service.

In no event shall AdinCube be liable for any dysfunction of Services or for any damage of any kind, resulting directly or indirectly, from a software problem or hardware used by the Developer. No indemnification will be due to the Developer if the User fails to install the Application after clicking on the link published on the Advertisement.

Developer acknowledges AdinCube's right to temporarily interrupt the access to the Services, when the Platform or any related server requires an update or maintenance operation. AdinCube endeavours to limit the inconvenience for Developer by doing its best efforts for limiting the interruption to the minimum term required for implementing the contemplated operation.

In no event shall AdinCube's total liability to Developer exceed the total Income paid to Developer during the immediate preceding 12 months, regarding the Developer's App that caused the damage.

In no event shall AdinCube be liable for any failure to perform its obligations resulting from a case of force majeure, or from any cause beyond its reasonable control such as: natural disaster, war, earthquake, fire, explosion, riots, governmental intervention, flood, and electric or communication network dysfunction.

Sole and exclusive remedy. If Developer is dissatisfied with the Services, or any of the terms of the Services, Developer's sole and exclusive remedy is to discontinue using the Services. This remedy is intended to be the sole and exclusive remedy of the Developer under this agreement.

## Article 11: Data Protection

AdinCube may collect personal data related to the Developer in order to provide the Services, for tracking purposes and for fighting fraud. Personal data are collected in accordance with the Data Protection Laws.

Personal data related to the developer and its users may be transferred out of the European-Union, and to the United-States (in the context of GOOGLE Cloud Platform) in order to provide the Services and for tracking and fighting fraud purposes. Developer acknowledge that GOOGLE is subscribed to the Privacy shield Framework.

Developer may refuse, for legitimate reasons, the processing of personal data. Developer may ask to access, modify, rectify or delete their personal data, under the conditions set forth in the Data Protection Laws.

The access right referred to in the above paragraph may be implemented by contacting the customer service at the following address: [contact@adincube.com](mailto:contact@adincube.com).

Personal data are collected when required for the performance of AdinCube Services.

AdinCube data processing has been registered with the CNIL (National Commission for Information Technologies and Liberties) under number 1844245.

Each party shall comply with the applicable provisions of the Data Protection Laws.

Controller Relationship. The parties acknowledge that each are independent controllers of the personal data processed in order to provide the Services. In no event will the parties process the personal data as joint controllers. Each party shall be individually and separately responsible for the obligations that apply to it as a controller with respect to the processing of personal data.

## **Article 12: Credits**

Developer expressly authorizes AdinCube to refer to its App(s) and publish pictures of its App(s), together with its trade name or trademark on the Platform, in order to give examples of partnership.

These references may be removed from the Platform, following any express request by Developer.

## **Article 13: Miscellaneous**

This agreement is the complete and exclusive agreement between the parties regarding the subject matter hereunder. AdinCube reserves the right, in its sole discretion, to change and modify these Terms and Conditions. Your continued use of the Service after any such changes shall constitute your consent to such changes.

If any these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Nothing in this agreement is intended to, or shall be deemed to establish any joint venture, partnership, employment, or agency relationship between the Developer and AdinCube as a result of this agreement or use of the Service. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

All Article headings in these Terms and Conditions shall be regarded as mere pointers to the intention of the Parties, and shall not consequently affect the interpretation and meaning of the terms under said articles.

Failure of AdinCube to invoke the benefit of a provision set forth in these T&Cs, even repeatedly, could not constitute a waiver to any of the articles hereunder.

These Terms and Conditions shall be governed by and construed in accordance with the law of France.

Any question pertaining to the validity, interpretation or performance of this agreement shall be of the exclusive jurisdiction of the relevant Court of the Paris Court of Appeal (France).