CHAPTER 1: GENERAL TERMS AND CONDITIONS
MOBLEAP MOBILE ADVERTISING B.V.

The terms and conditions mentioned in this chapter "General provisions" shall apply to all users who enter into an agreement with Mobleap Mobile Advertising B.V..

Article 1. General Definitions

1.1. In these general conditions the following terms used have the following meanings, unless explicitly stated otherwise or the context otherwise dictates:

a. Mobleap: the private limited company trading under the name Mobleap Mobile Advertising B.V. registered office in Hoofddorp and registered with the Chamber of Commerce under file number 54903556;

b. User: the party who enters into an agreement with Mobleap. The other party can be an advertiser, publisher or ad network administrator;

c. Agreement: the agreement between the user and Mobleap;

d. Publisher: the owner of a publisher application who offers advertising space on his publisher application services;

e. Publisher application: the mobile website or mobile application (app) which is managed by a publisher for a phone, tablet or other device that is connected to mobile Internet;

f. Advertiser: the user that places an advertisement for himself or on behalf of its clients on a publisher application or wishes to place or have Mobleap place for him;

g. Ad network administrator: the user who controls an ad network and who puts ad space disposal of its customers to Mobleap;

h. Service: the service that Mobleap provides to the user under the agreement. A description of the services that Mobleap delivers is clearly listed on the website;

i. End user: the mobile Internet user who visits or uses the publisher application;

j. Advertisement: the ad in the form of text, moving images, animation, photographs, video or a banner of an advertiser that is intended for on a publisher application;

k. Ad network: the ad network of an ad network administrator;

l. Website: the website www.mobleap.com which is managed by Mobleap;

m. Click: one click by an end user on the ad, which is placed on a publisher application;

n. CPC: the cost per click to be paid;

o. CPD: the cost per download to be paid;

p. CPM: cost per 1000 displays that must be paid;

q. Display: the display of the ad on the publisher application, so the ad is visible to the end user.

Article 2. General

2.1.   These terms apply to any agreement (insertion orders) between the user and Mobleap.

2.2.   These conditions also apply to all agreements with Mobleap for which third parties should be involved.

2.3.   Any exceptions to these general conditions are valid only if expressly agreed electronically or in writing.

2.4.   The applicability of any purchasing conditions or other conditions of the user are explicitly rejected.

2.5.   If one or more of the provisions in these terms and conditions are invalid or void, the remaining provisions of these terms will stand in full force. Mobleap and the user will then discuss new rules to replace the invalid provisions to be agreed, where possible to the purpose and intent of the original provisions are observed.

2.6.   Applicable is the version of the terms and conditions as stated at the time of the conclusion of the agreement, unless the user accepts the validity of a revised version of the terms and conditions after.

Article 3. Responsibility for links on the website

3.1.   The website may contain links to other websites that are not managed by Mobleap. Mobleap cannot take permanent control over other websites, nor accept any responsibility for its contents. Mobleap cannot be held liable for this content.

Article 4. Conclusion of the agreement

4.1.   The agreement is concluded at the time the user accepts the offer and meets the corresponding conditions.

4.2.   The agreement can be concluded in writing terms (offline) or digital terms (online). When the user accepts the offer of Mobleap by completing the online registration form, Mobleap will send the user immediately upon receipt a confirmation email. As long as the user has not received the confirmation e-mail, the user can terminate the agreement.

4.3.   Mobleap reserves the right to refuse any application without giving any reason therefore.

Article 5. Execution of the agreement

5.1.   After completion of the agreement Mobleap provides the user an account on the website, unless otherwise agreed. By his account, the user can use the services of Mobleap.

5.2.   Mobleap places ads from the advertiser to publisher applications.

5.3.   Mobleap will endeavour to execute the agreement in a careful manner, in accordance with the requirements of good craftsmanship.

5.4.   Mobleap has the right to have certain work done by third parties.

5.5.   Mobleap is entitled to put the service temporarily out of use in case of maintenance, troubleshooting a malfunction and / or update.

5.6.   Mobleap does not warrant that the service will be uninterrupted or error, nor that all errors will be rectified.

5.7.   The user acknowledges that Mobleap has the right to block access to the service if the user or other users or third parties abuse the service, or when there are other irregularities or technical failures, whatever the cause.

Article 6. Obligations of the user

6.1.   Any data that the user provides to Mobleap at the conclusion of the contract and during the contract must be correct and complete.

6.2.   The user indemnifies Mobleap for any claims by third parties for damages sustained in connection with the execution of the contract sustain damage attributable to the user.

6.3.   The user is obliged to immediately inform Mobleap about facts and circumstances which may be of interest to the performance of the agreement. If the (business) data of the user changes, the user must inform Mobleap forthwith.

6.4.   The user must keep personal login details secretly which he can login to the website.

6.5.   The user is responsible for the proper functioning of its equipment or for other technical provisions that should be used for accessing and using of the service.

6.6.   The user is not allowed to use the services in violation of the provisions of the agreement, these general conditions, the relevant and applicable legal provisions, other government regulations, morality, public order and conduct.

6.7.   If the user fails to fulfil its obligations towards Mobleap, then Mobleap is entitled to block the account of the user. In this case the user will be informed via a letter or via e-mail.

6.8.   The user being a natural person declares to have full legal capacity. If the user acts on behalf of a legal person, then the user declares to be authorized to represent the legal person and take the responsibility to enter the agreement on behalf of the legal person.

Article 7. Improper use of the website

7.1.   The user is not permitted to use the website and/or services offered on it in a way that may harm the correct working of the website and/or the services or computer systems of Mobleap or third parties or that by this action other users of the website are hindered of impeded.

Article 8. Internet

8.1.   The user is aware that the Internet is not always a completely reliable service for the transmission of information and that randomly it can happen that the website is not or not fully available caused by an Internet malfunction.

Article 9. Termination and suspension

9.1.   Mobleap has the right to suspend the obligations or to terminate the agreement:

a.   if a user fails to comply with its obligations towards Mobleap;

b.   if the user has been granted suspension of payment;

c.   if the user is in a state of bankruptcy;

d.   if regarding the user a legal obligation for debt restructuring is called for;

e.   if the user abuses the service or commits fraud.

Article 10. Force majeure

10.1.   Mobleap is not obliged to fulfill one or more obligations under the agreement if prevented due to force majeure. Force majeure shall mean a non-attributable shortcoming of third parties or suppliers, the temporarily or insufficient availability of hardware, software, (mobile) internet or telephone connections and / or online services of third parties, such as ad networks, which are necessary for the provision of services; lifting a publisher application, and any other situation where Mobleap can not wield any (decisive) power or control. In the event of a force majeure situation, Mobleap cannot be held to pay a reimbursement as a result of suffered damage.

Article 11. Liability and limitation

11.1.   Mobleap cannot be held to pay compensation for any damage, which is a direct or indirect result of:

a.   an event, which in fact beyond its control and thus cannot be attributed to its doing or failing to do so, such as those described in Article 10;

b.   any act or omission of the user, his subordinates or any other persons, employed by or on behalf of the user.

11.2.   Mobleap is not liable for damages of any nature whatsoever, caused by Mobleap's use of incorrect and/or incomplete date by the user.

11.3. Mobleap aspires to keep the services on the website 7 days a week, 24 hours a day accessible, but may interrupt access, including for maintenance, updates and / or any other technical reason.

11.4. Mobleap is not liable for the damage suffered by the user as a result of the suspension as referred to paragraph 3 of this article.

11.5. Mobleap can never guarantee that the information on the website is correct. Mobleap will make every effort to ensure the accuracy of these data as consistent as possible. External influences e.g. by hackers is always possible and can lead to distorted information. Mobleap is not liable for such distorted information.

11.6. Mobleap is not liable for the loss of the user applied username and password. Mobleap can therefore not be held responsible for unauthorized third parties when using this login ID of the user.

11.7. If the user or a third party makes changes to the service provided by Mobleap, Mobleap excludes all liability regarding the suitability, performance and potential (consequential) damages.

11.8. Not in any way is Mobleap liable for any damages arising or caused when the service is used for a purpose other than that for which it was made available.

11.9. Mobleap is depending on services and (ad) networks of third parties. Therefor, Mobleap is not liable for damages of any kind whatsoever, caused by the services and /or (ad) networks of third parties, including faults in the (ad) networks or infrastructure of third parties.

11.10. Mobleap is never liable for indirect damage, including consequential damages, lost profits, lost savings and damage due to business stagnation.

11.11. If Mobleap is liable for any damages, Mobleap's liability will be limited to the amount received from the insurer of Mobleap distribution. In any case the payment or damage is not covered by the insurance, the liability of Mobleap is limited to the invoice amount, least to the part of the agreement the liability relates.

11.12. The terms and conditions contained in these limitations of liability for direct damages shall not apply if the damage is due to intent or gross negligence of Mobleap or her subordinates.

11.13. Claim rights and other privileges of the user for whatever reason against Mobleap lapse in any case after the expiry of one year from the time when an event occurs that the user rights and / or powers against Mobleap can use.

Article 12. Non-disclosure

12.1. Mobleap and user are required not to disclose any confidential information that is received or obtained from each other in the context of their agreement. Both parties must consider disclosed information as confidential as stated by the other party or as it arises from the nature of the information. The party receiving confidential information shall only use the information for the purpose for which it was provided.

Article 13. Contact

13.1. Any questions or complaints can be reported to:

Mobleap Mobile Advertsing B.V.

Hoofdweg 684

2132 BT Hoofdorp

Tel: 31(0)20 20 44 504

E-mail: support@mobleap.com

Article 14. Intellectual Property rights

14.1. All intellectual property rights and similar rights to protection of information regarding the service and with regard to the posted website belong exclusively to Mobleap or its licensor.

14.2. Without prior written or electronic consent of Mobleap, it is not permitted to copy, transmit, distribute, reproduce or publish information, texts, logos, trademarks, trade names, links and images used on our website.

Article 15. Transfer of rights and obligations

15.1. Rights and obligations of the user, arising from the contract between the parties, cannot be transferred to third parties, unless Mobleap has given permission.

Article 16. Security and the Internet

16.1. Mobleap will take appropriate security measures to protect the website against the risks of unauthorized access or alteration, destruction or loss of the user data entered via the website, but Mobleap cannot claim any warranty.

Article 17. Applicable law and competent court

17.1. Any agreement between the user and Mobleap is governed by Dutch law.

17.2. All disputes relating to agreements between the user and Mobleap will be submitted to the competent court in the district where Mobleap established.

CHAPTER 2: ADVERTISERS

The terms and conditions mentioned in this chapter "Advertisers" shall apply to all users who enter into an agreement (insertion order)with Mobleap, in addition to the general terms and conditions.

Article 18. Offers and tenders

18.1.   The offers and tenders of Mobleap are free, unless otherwise indicated.

18.2.   Mobleap is not tied to offers and other publications, which manifest clerical or calculation errors.

18.3.   Offers and tenders do not automatically apply to future assignments.

Article 19. Rates

19.1.   All on the website and/or in the contract mentioned prices and/or rates are exclusive of VAT. The costs for the use of the service are based on CPC, and CPD /or CPM, depending on which service the advertiser obtains.

19.2.   If Mobleap provides other services in addition to the provision of advertising space by order of the advertiser, such as developing a banner or an application, then a fixed price will be agreed for this work.

Article 20. Obligations of the advertiser

20.1.   The advertiser shall ensure that all data which Mobleap indicates are necessary or which the advertiser should reasonably understand to be necessary for the execution of the agreement are available in time, at least 7 days before the date of commencement of the advertising campaign.

20.2.   The advertiser is not allowed to directly have contact or to enter into a direct agreement with publishers or ad network administrators who are registered with Mobleap, without the intervention of Mobleap.

20.3.   If the advertiser offers the advertisements on behalf of its customers to Mobleap, then the advertiser will state the identity of its customers to Mobleap.

Article 21. Advertisement

21.1.   The advertiser should upload the ad via the website that he wishes to have placed on the publishers application. It is possible that the advertisement is hosted externally in the form of a banner.

21.2.   The file containing the ad must meet the technical specifications given by Mobleap. The advertiser will be informed about the technical specifications after the conclusion of the agreement in writing or via e-mail. If the file does not comply with the specification, then the advertiser be will informed via e-mail. The file should in any case be free of viruses or bugs. If the file does not meet the requirements Mobleap it sets, then the advertiser is liable for all damages Mobleap thereby suffers.

21.3. The ad will be placed on publisher applications after Mobleap has approved the advertisement. If the advertisement is disapproved, then the advertiser will be informed by email. Mobleap will explain the reason of the rejection to the advertiser.

21.4. Mobleap determines on which publisher application the advertisement is placed, unless the advertiser has selected one or more publisher applications he wishes to have his advertisement placed, through his own account.

21.5. Mobleap expressly does not guarantee that by placing an advertisement the revenue of the advertiser will be increased.

21.6. The result of the advertisement on a publisher publisher applications depends on the quality of the advertiser supplied (visual) material. Color variations and / or a blurry image in the ad that are demonstrably attributable to the advertiser supplied (visual) material, will not give the advertiser the right to terminate the agreement or to any form of compensation.

21.7. The advertiser is solely responsible for the content of the ad.

21.8. The advertiser is solely responsible for the displayed graphics and text, of which the rights belong to third parties.

21.9. The advertisement must not be in conflict with the law or other government regulations.

21.10. The advertiser is held to truthfully describe the product or service offered in the advertisement. Mobleap has the right to remove misleading ads.

21.11. It is not permitted to offer a product or service on the website that is prohibited in the Netherlands or of which offering, selling or renting is in conflict with the law.

21.12. The advertiser is not allowed to offer an advertisement and/or to place a link in the advertisement that refers to a website whose content:

a. violates the rights of third parties, among which should be expressly understood the intellectual property rights of third parties;

b. includes unethical issues, including but not limited to materials that affects or violates the decency of minors or includes a violation of the right to private life and/or human dignity and material that incites discrimination or violence;

c. can be regarded as pornographic.

21.13. Mobleap is allowed to demand further (technical) requirements for the advertisement. These requirements will be made know via e-mail or are clearly mentioned on the website.

21.14. If the advertisement does not meet the requirements that Mobleap has set, then Mobleap is entitled to remove the ad without further notice. The advertiser will be then informed via email.

Article 22. Advertising Budget and termination of an ad campaign

22.1.   If the advertiser is managing his own account, he can determine the advertising budget through his account. The advertising budget is the amount for which the advertiser buys advertisement space(s) at Mobleap for a particular advertisement.

22.2.   The advertiser, who manages his own account, has always the possibility to end an ad campaign. The amount of advertising that is not consumed, is not refundable.

22.3.   If Mobleap manages the account for the advertiser, the parties agree a fixed media budget. It is not possible to end the agreement and/or the advertising campaign before the entire media budget is consumed.

Article 23. Payment terms

23.1.   The results of the ad are kept by the Mobleap developed online reporting tool, called the reports. Invoicing for the provision of advertising space(s) are based on these reports.

23.2.   Payment will be made through paypall, credit card or on account.

23.3.   If the payment is made on account, the invoices must be paid by the advertiser within 14 days after the invoice date.

23.4.   If the media budget of the advertiser who does not manage his account by himself exceeds € 5.000, - excluding VAT, then 25% of the media budget will be billed in advance.

23.5.   When exceeding the payment period, the advertiser is obliged to pay from the date on which that due amount became claimable until the time of payment the statutory interest pursuant to article 6:119 a, BW. In addition, all costs incurred after the advertiser is in default, both judicial and extrajudicial, will be on the account of the advertiser. The extrajudicial costs are set at 15% of the amount of the principal amount of the claim with a minimum of € 100, -.

23.6.   If the advertiser fails to pay an invoice in spite of previous reminders, then Mobleap has the right to block the advertiser's account, so the advertiser can no longer use the service.

23.7.   In case of liquidation, bankruptcy, seizure or receivership Mobleap's claims on the advertiser are due immediately.

Article 24. Limitation of Liability

24.1.   The publisher application can be interrupted a.o. for maintenance, updates and / or any other technical reasons. Mobleap is not liable for any damages that the advertiser has suffered as a result of such interruptions.

24.2.   Mobleap can in no way be held liable for the content and / or the operation of publisher applications.

Article 25. Intellectual Property Rights

25.1. By giving an order to publish or reproduce intellectual property protected objects under the Copyright Act or any other legislation in the field, that are made available by or on behalf of the advertiser himself, the advertiser declares not to infringe any legal regulations and protected rights of third parties and shall indemnify Mobleap for claims in respect of third parties or for the direct and indirect consequences, both financial and otherwise, resulting from the publication or reproduction. The advertiser declares hereby to be fully entitled of the royalties based on the advertising or other materials, documents, images, etc. that he has provided Mobleap under the agreement. In case the advertiser is not the owner, he should notify Mobleap as soon as possible.

25.2. By uploading an advertisement via the website or otherwise providing an advertisement to Mobleap, the advertiser automatically grants Mobleap the right to use and to place the advertising on publisher applications.

25.3. Mobleap has the right to use the name, logo, advertisements (banners), the link to the website of the advertiser and the advertiser-initiated work for its promotion, for example by placing this information on its website.

Article 26. Cancellation

26.1. The commencement date of the ad campaign is included in the agreement or the advertiser can determine this through his account. The advertiser may cancel an ad campaign free of charge up to 6 days before the start date of the ad campaign. In case the advertiser cancels the ad campaign 5 days or less before the start date of campaign, Mobleap will charge 50% of the advertising budget or media budget as cancellation costs.

26.2. If the advertiser cancels the order to perform custom tasks, such as developing a banner or an application, then the entire amount for carrying out this work will be charged on the advertiser.