

Terms and Conditions

general provisions

Clause 1 Definitions

In these Terms and Conditions the terms set out below have the following meaning:

Advertiser: a person or business wishing to promote his brand, product(s) and/or service(s) by means of an Advert.

Advert: a statement in the form of, for instance but not limited to, texts, audio, film, photograph, banners or buttons with regard to brands, products or services.

Advert Platform: the advert system used in connection with the provision of our Services.

Services: the services to Advertisers and Publishers to be provided by means of Midiaclick.

I.P. rights: all intellectual property rights including, but not limited to, copyrights, trademark and trade name rights.

Midiaclick: established in Portugal, Praca da Alegria , 6 S/L S 25, Lisbon.

Publisher: a website holder who wishes to place Adverts on his website for a fee.

Website: the website of the Publisher on which Adverts are placed by means of the Advert Platform.

Agreement: the agreement with the Advertisers and Publishers on the basis of which we provide our Services.

Clause 2 Applicable Terms and Conditions

2.1 These Terms and Conditions are applicable to all our Agreements and quotations in connection with our Services in any form whatsoever.

2.2 Deviations from these Terms and Conditions are only valid if they have been agreed explicitly in writing.

2.3 We explicitly reject the applicability of any general (purchase) conditions of the Advertiser and/or Publisher.

2.4 We are entitled to amend these Terms and Conditions at any time. If an Advertiser and/or Publisher does not agree with an amendment, he will be entitled to terminate the Agreement in writing within 14 days after the amendment has been notified, as from the date on which the amendment will become effective.

Clause 3 Formation of the Agreement

3.1 All our offers and quotations are without obligation unless explicitly stated otherwise.

3.2 An Agreement is formed when we accept an order by means of a confirmation in an e-mail or when we carry out the Agreement, whichever is the earlier. We will at any time be entitled to refuse an order for instance if the

content of an Advert and/or Website is contrary to our policy rules, without our being obliged to give our reason for it and without the Advertiser and/or the Publisher being entitled to any compensation.

Clause 4 Provision of the Services

4.1 At the request of the Publisher our service consists of searching the Website and publishing suitable Adverts on the Website, all this by means of the Advert Platform.

4.2 We offer our Services on an "as is" basis excluding any explicit or implied guarantees, undertakings or indemnifications of any nature whatsoever including, but not limited to: sufficient quality, suitability for a certain purpose or obtaining a certain result. In particular we do not guarantee that the Service will operate without any interruptions, will be free of viruses and faults and that faults can be remedied; neither do we guarantee that third parties will not use our Services unlawfully or that an Advert or Website complies at all times with the agreed specifications or positions.

4.3 We are entitled to refuse an Advert or a Website or remove or adjust an Advert without the Advertiser and/or Publisher being entitled to any compensation. We can decide this without stating any reasons or prior notification.

4.4 We are entitled to restrict or put the Service (temporarily) out of use for instance in connection with maintenance, without this creating any right to compensation.

4.5 We are entitled to assign the rights and obligations under this Agreement to a third party in connection with a take-over of our business.

Clause 5 Use of an account

5.1 The use of our Services is only allowed for persons above the age of 18 and is restricted to one single account per person or business. By using our Services the Advertiser and/or Publisher declare(s) that he is/they are at least 18 years of age and that he is/they are entitled to the use of our Services. We are entitled to refuse at any time to create an account and/or to stipulate conditions for opening an account and/or to close an account without our being obliged to state our reasons for doing so.

5.2 In connection with our Services, Advertisers and Publishers will receive a user name and password. They must be kept safe with due care and should not be given to third parties. In the event that abuse or theft of the account is presumed, the Advertiser and/or Publisher must inform us immediately of this so that we can take suitable measures.

5.3 Advertisers and Publishers are themselves liable for the use that is made of the Service via their account. We are not liable for losses and/or damage resulting from abuse or theft of the user name and/or password.

5.4 Advertisers and Publishers can terminate their account in writing at any required moment (via e-mail or letter) stating their account details. Credit balances on the account are refunded by us, less any amounts due to us.

5.5 All the I.P. rights with regard to the Services are exclusively owned by us. Advertisers and Publishers will only obtain a non-exclusive and non-transferable licence to use the Services.

Clause 6 Liability

6.1 We are not liable for losses suffered by the Advertiser and/or Publisher unless this loss is caused by our intention or gross negligence in which case we are only liable for the direct loss resulting from this.

6.2 Our total liability will never exceed more than €100 per event whereby a series of events is considered as a single event.

6.3 The term direct loss means exclusively the costs which the Advertiser and/or Publisher had to incur in order to remedy or terminate our shortcoming and the costs of preventing, assessing and restricting such loss.

6.4 We are not liable for losses caused by third parties including those making use of our Services.

Clause 7 Term of the Agreement

7.1 An Agreement is valid until it is terminated by either party with a notice period of one month.

7.2 We are entitled to dissolve the Agreement in part or in whole with immediate effect without judicial intervention and without a notice of default being required if the Advertiser and/or Publisher fail(s) attributable to fulfil(s) his/their obligations under the Agreement, applies/apply for or has/have been granted a moratorium, and/or is/are declared bankrupt or an application to this end has been submitted.

7.3 Termination of the Agreement does not release the Advertiser and/or the Publisher from any payment obligation with regard to the Services we have already provided unless we are in default with regard to those Services.

Clause 8 Privacy

8.1 We will use the personal details provided to us exclusively in connection with the management of the account and the completion of transactions. The e-mail address provided can also be used to provide a forgotten password.

Clause 9 Final stipulations

9.1 This Agreement is governed by portuguese law.

9.2 Any disputes arising from the Agreement or these terms and Conditions will be submitted to the competent Court in Lisbon.

specific provisions for advertisers

Clause 10 Adverts

10.1 The Adverts must comply with the (technical) requirements set by us, which requirements can be adjusted by us from time to time. We are entitled, but not obliged, to submit the Adverts in advance for approval. However, the Advertiser is and remains fully responsible for the content and form of the Adverts including any faults and/or illegalities.

10.2 The Advertiser agrees that Adverts of third parties, including competitors, can appear somewhere near Adverts of the Advertiser. We cannot give any

guarantees with regard to the (place on the) Website on which the Advert appears.

Clause 11 Guarantee of Advertiser

11.1 The Advertiser must observe all guidelines we provide or make known with regard to the use of the Services.

11.2 The Advertiser grants us the right to use the Adverts provided by him for the performance of the Agreement. He guarantees that the Adverts do not violate the rights of third parties and that he is entitled to provide them to us for the performance of the Agreement.

11.3 Moreover, the Advertiser guarantees that the materials provided by him are not in contravention of the legislation in force or are otherwise unlawful. This includes, but is not limited to, the following content or (direct or indirect) links to:

Child pornography;

Contents which lead to or are the consequence of exploitation or abuse of others;

Sexual conduct with animals;

Attacking, violent, discriminatory content;

A photograph or image of a person without his/her consent;

Criminal offences, such as circulation and/or use of illegal drugs;

Spyware, Scareware, Stealth Dialers and other illegal software;

Illegal activities such as SPAM, SPIM, Phishing, URL spoofing.

11.4 The Advertiser indemnifies us fully against any claims and demands for compensation by third parties in connection with the guarantees given, and also indemnifies us for any costs we incur in connection with these claims and demands.

Clause 12 Fee and payment

12.1 The Advertiser pays the amounts due on the basis of the rates and conditions published on the website, which can be adjusted from time to time.

12.2 The Advertiser can pay the amounts due by means of having the credit balance on his account debited or by means of a credit card, Paypal or Ideal payment. The Advertiser shall arrange for sufficient credit balance at all times in his account.

12.3 We are entitled to charge a fee in connection with the transaction charges (for instance in the event of a credit card, Paypal or Ideal payment). The fee will not be charged in the event of payment via a bank transfer.

12.4 We place adverts depending on the budget provided to this end. It is therefore possible that an Advert is temporarily off-line in connection with reaching the maximum available budget or in connection with a balance deficit. The Advertiser himself is responsible for checking and keeping up the credit balances and the budget.

12.5 Any invocation by the Advertiser of suspension, set-off or deduction is not allowed. Amounts already paid in connection with orders placed will not be refunded.

12.6 Unused account credit balance remains available indefinitely, even through account inactivity.

SPECIFIC PROVISIONS FOR PUBLISHERS

Clause 13 Adverts

13.1 We do not guarantee that the Adverts shown on the Website will always be relevant to the Website. If no relevant Adverts are found by our system, we will fill the available spaces as much as possible with alternative Adverts.

13.2 Neither do we give guarantees with regard to the number of visits, clicks or the revenues to be obtained.

Clause 14 Guarantees of the Publisher

14.1 The Publisher must observe all guidelines we provide or make known with regard to the use of the Services. In any event not more than four (4) advert codes should be placed on one single web page and it should not consist almost completely of Adverts. No amendments should be made to the advert codes. Results of any adjustment of the settings are at the risk of the Publisher.

14.2 The Publisher is not allowed and will not allow third parties to use the Services in a fraudulent manner by for instance, but not exclusively, generating clicks on the Adverts in a fraudulent manner or an improper or invalid manner, for instance by using robots or other computerised search commands, and/or the fraudulent use of other optimisation services and/or software. The Publisher shall at all times respect the (intellectual property) rights of third parties with regard to the Adverts.

14.3 The Publisher guarantees that the content of the Website and the services offered on it are not in contravention of the legislation in force or are otherwise unlawful. This includes, but is not limited to, the following content or (direct or indirect) links to:

Child pornography;

Contents which lead to or are the consequence of exploitation or abuse of others;

Sexual conduct with animals;

Attacking, violent, discriminatory content;

A photograph or image of a person without his/her consent;

Criminal offences, such as circulation and/or use of illegal drugs;

Spyware, Scareware, Stealth Dialers and other illegal software;

Illegal activities such as SPAM, SPIM, Phishing, URL spoofing.

14.4 If acts contrary to these conditions are determined, we will take suitable measures and we will be entitled to refuse payment of amounts and/or to remove the respective account permanently or temporarily. Reimbursement of losses suffered can be set-off against amounts owing to the Publisher regardless of the relation between these amounts and the actions. The Publisher will indemnify us fully against claims by third parties in connection with any action contrary to these Terms and Conditions and/or the Agreement.

14.5 Should the Agreement be terminated, the Publisher must immediately remove the applicable advert codes from his Website.

Clause 15 Fee and payment

15.1 The Publisher will receive the amounts due to him on the basis of the rates and conditions published on our website, which can be adjusted from time

to time.

15.2 The monthly or weekly revenues will become payable on the first working day of the week or month following the week or month in which the Adverts are placed. The Publisher can opt to receive weekly or monthly automatic transfers into his bank account, Paypal account or Paxum. Such instructions are only carried out if the specified payment information is accurate.

Clause 16 Refund policy

16.1 EroAdvertising is entitled to 20% of the required refund amount.

16.2 Accounts with more than 6 months inactivity aren't entitled to a refund.

16.3 Users have 6 months after their last payment date to request a refund of their balance.

16.4 To be eligible for a refund, over the last 30 days the advertiser's investments must represent more than 20% of their full amount in balance.

16.5 Refunds will only be issued for a balance greater than 50EUR.

Midiaclick Publicidade e Marketing Unipessoal Lda

Rua Conceição da Glória, n.º 8 a 12

1250-081 Lisboa

Portugal

VAT number: PT514110554