

# Terms & Conditions for Advertisers (as of November 1st, 2015)

## READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SERVICE

BY CLICKING THE "Create Account" BUTTON, OR COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICE, YOU THE ADVERTISER AGREE TO BE BOUND BY THIS AGREEMENT INCLUDING THE IDH CONDITIONS OF SERVICE.

THE ADVERTISER REPRESENTS AND WARRANTS THAT THE PERSON WHO CLICKS THE Create Account BUTTON, OR COMPLETES THE REGISTRATION PROCESS OR WHO USES THE SERVICE HAS THE AUTHORITY OF THE ADVERTISER TO BIND THE ADVERTISER TO THE PROVISIONS OF THIS AGREEMENT (AS DEFINED).

For the purposes hereof, the following words, terms and expressions shall have the meaning defined below, except for where the context explicitly indicates otherwise:

1. **"The Agreement"** means these terms of service as may be amended from time to time by IDH and any Campaign Rules and schedules thereto concluded between IDH and the Advertiser from time to time under these terms of service and the IDH Terms and Conditions as amended from time to time.
2. **"The APP"** means that version of the mobile software application called INDAHASH developed by IDH as further described below and which the Advertiser has downloaded and which the Advertiser can apply to register with IDH and contract with IDH in the terms of the within Agreement.
3. The **"Service"** - means the IDH service available through the Site or the APP which makes it possible for the Advertiser to commission Campaigns performance by Publishers who contract with IDH as agent for Advertiser and which Publishers use the Service to publish posts on the Publisher's Instagram account and containing text, pictures or video/audio clips, that comply with the Campaign Rules. Each Publisher subject to the IDH Terms and Conditions shall receive remuneration for performing activities in the course of an Advertiser's Campaign using the Publisher's Instagram account.
4. The **"Campaign"** or the **"Advertising Campaign"** - means the online promotional and marketing activities produced or invented by Advertiser and which if accepted by IDH as being compatible with the Service is performed by a Publisher contracted to IDH.
5. The **"Campaign Rules"** - mean the rules and guidelines, developed by the Advertiser in relation to the Advertising Campaign and which the Publisher is bound to comply with and which are accessible on the Service.
6. The **"Advertiser"** or **"you"** - means a third party, who has contracted with IDH in order to receive the benefit of the Service (Commission campaigns via the Service).
7. A **"Party"** - means respectively IDH or the Advertiser and the term "Parties" shall refer to IDH and the Advertiser.
8. **"IDH"** - means IDH MEDIA LIMITED registered in Ireland, registered number 563441 and having

its registered office at 22 Northumberland Road, Ballsbridge, Dublin and vat number **IE 3376160 DH**

9. **“IDH Terms and Conditions”**, means those conditions of service set out in Schedule 2 to this Agreement, under which IDH contracts with Publishers as agent of the Advertiser to undertake activities via their Instagram, accounts relating to a Campaign and which IDH Terms and Conditions are approved by the Advertiser.

10. The **“Publisher”** - means a user, who has successfully registered with the Service through the APP and being an Instagram user capable of undertaking activities to fulfill Campaign Rules, which utilizes the IDH Service

11. The **“Site”** means [www.indahash.com](http://www.indahash.com) being the website owned and operated by IDH and the underlying systems necessary for IDH to provide the Service through the Site.

## 1. Introduction

1. The Service is provided by IDH and may be accessed by the Advertiser via the Site operated by IDH

2. The APP is available for mobile devices, capable of accessing the Internet via GSM or UMTS or WiFi connections running on iOS, Android operating systems. The APP is compatible with the following systems:

1. iOS version 4 or higher,

2. Android version 4.4.1 or higher

3. The APP is available through AppStore (IOS) and Google Play (Android).

4. The Service is an online electronic service provided by IDH and available through the Site or via the APP, which means that IDH is a provider of electronically supplied services.

5. In order to access the Site operated by IDH, the Advertiser must:

1. Use a computer or mobile device with an Internet browser supporting JavaScript technology,

2. Have a high speed Internet access,

3. Have a correctly configured and valid email.

6. The Advertiser may access the Service via the Site.

7. After the Advertiser's first registration for the Service either through the Site is accepted, and subsequently when the Advertiser logs on, IDH protect such communications by Secure Socket Layer (SSL), This is an industry standard technology designed to prevent information from being intercepted. IDH may also implement its own security procedures to prevent fraud. IDH reserve the right to enhance, amend and update our security procedures. Notwithstanding this, the Advertiser should be aware that there are certain risks associated with internet communications. The Advertiser acknowledge that the internet is a media over which IDH have no control. IDH expressly disclaim, in so far as legally permissible, responsibility for any interception of any communications and data or consequent loss or damage suffered by the Advertiser arising out of the loss or delay of Advertiser communications and data over the internet.

8. In order to prevent unauthorized access and modification of personal data submitted electronically by the Advertiser, on the Site and from unauthorized modification of such data the following technical measures shall be applied:

1. data transmission protection using SSL protocol signed with a key from the time the Advertiser's registration with the Site is accepted or login is accepted after first registration is accepted;
2. protection of the IDH database from unauthorized access.

9. By registering for the Service, the Advertiser undertakes to comply and be bound by the provisions contained herein.

## 2. Registration

1. In order to access the Service the Advertiser must register an IDH account on the Site. The Advertiser undertakes to IDH to provide and keep up to date, current, and complete information (e.g. Company name and address, tax identification number), and to keep it up to date.

2. By clicking on the Create Account on the Site , the Advertiser unconditionally accepts all the terms and conditions of the Agreement, including the IDH Terms and Conditions. The performance by IDH of its obligations in this Agreement is subject to the condition that the requirements of ("Agreement Conclusion") are complied with and that the moderator designated by IDH approves the Advertiser account, the Campaign but only from the perspective of verifying its compatibility with the Service, the Campaign Rules and the IDH Fees.(positively verifies )

3. IDH sends the registration confirmation via e-mail.

4. Advertiser is responsible for keeping the account password confidential. Advertiser hereby takes responsibility for all actions taken and instructions provided to IDH via his account, by Advertiser or any third parties, whether or not legally authorized to do so. Advertiser will notify IDH immediately of any unauthorized or non-compliant access or use of his account and will cooperate with IDH in stopping it.

5. IDH reserves the right to refuse Agreement conclusion or terminate concluded Agreement on its sole discretion.

## 3. Campaigns commission

1. This Agreement governs the relationships between IDH and Advertiser in relation to the Campaign commission through Service. The Agreement consists of the terms and conditions set out in the body of this Agreement and in Campaign Rules. The Rules contain the criteria for the campaign performance.

2. IDH has developed the Service which makes it possible for Advertiser to commission Campaign performance, by Publishers via Instagram posts containing text, pictures or video/audio clips, published on the third party's (Publisher's) account in accordance with the Campaign Rules.

3. IDH acts as the intermediary between Advertisers and Publishers; IDH does not verify or supervise any materials provided by the Advertiser.

4. Campaign commission via Service requires advance payment being made, a sufficient positive balance on the Advertisers account . Test Campaigns may be carried out after Agreement conclusion.

5. The Campaigns shall be commissioned on advance payment basis by the Advertiser of the IDH Fees to IDH and are performed by third party Publishers to the extent of the Advertiser account balance.
6. The Service enables commissioned Campaigns to be paid for by the Advertiser in cash or on in exchange for goods or services. It is solely at the Advertiser's discretion to decide on what basis a Campaign shall be settled. The Campaign rules must determine settlement type.
7. In the event of a Campaign to be settled in exchange for goods or services being submitted and accepted by IDH. IDH undertakes to collect and transfer the personal data of third parties (Publishers), who declared participation in such Campaign via Service subject to the terms of the IDH Privacy Statement. The data collected shall contain the name, surname, address, e-mail, Instagram nick and size if applicable, and the Advertiser undertakes to IDH to execute and deliver on IDH request a data processor agreement in the IDH required form signed for and on behalf of the Advertiser with subject matter covering data processing commission for such purpose.
8. The Advertiser solely describes and arranges the Campaign Rules, then, notwithstanding anything to the contrary in this Agreement, (a) IDH is not responsible for any acts or omissions of Advertiser or Publisher participating in the Campaign within the Service, (b) Advertiser is solely responsible for satisfying its guaranteed Campaign commitments and IDH will not be liable and Advertiser will not hold IDH liable for any guaranteed undertakings not achieved by Advertiser, including any obligation by Advertiser to provide make-goods.
9. IDH reserves the right at its sole discretion to refuse Campaign launch or to undertake any Campaign.
10. By clicking on the Safe Campaign to launch Campaign:
  1. the Advertiser unconditionally accepts all the terms and conditions set out in the Agreement. The conclusion of this Agreement for Campaign rendering is subject to a condition precedent that the requirements including Advertiser warranties and responsibilities stated herein are complied with by IDH and that the moderator designated by IDH approves Campaign Rules.
  2. If moderator designated by IDH approves Campaign Rules, and IDH accepts Campaign commissioning, blocks the funds on the Advertiser's account in the amount indicated in Campaign Rules.
4. Campaign performance.
  1. The obligation to provide remuneration to Publishers (in cash or goods) for services in Campaign lies with the Advertiser and where the Advertiser fails to pay the Publisher or deliver goods or services, there is no liability or obligation on IDH to make payment to the Publishers.
  2. By clicking on the save Campaign to run (launch) the Campaign, the Advertiser unconditionally:
    1. accepts all the Campaign Rules,
    2. accepts:
      1. the fact that funds on the Advertiser account are blocked, in the amount described in Campaign Rules, or in the amount corresponding to the fee due to IDH in case of Campaigns settled in goods or services as described in clause 3,

2. the sole right of IDH to approve Campaign performance by Publishers who undertake to perform the activities in the Campaign in accordance with the IDH Terms and Conditions
  3. authorizes IDH for data processing on the terms and conditions stipulated in schedule no. 1 (DCPA),
  4. undertakes to deliver the services or goods to third parties, who declared participation in a Campaign settled in goods or services via Service,
  5. undertakes to deliver to IDH, on the IDH request the undersigned DCPA,
  6. Campaign efficiency shall be measured by IDH and Campaign broadcast data shall be gathered by the IDH software.
3. The Campaign broadcast data gathered by the IDH software shall be available via the Advertiser account.
  4. IDH shall issue an invoice to the Advertiser for the Fees and value added tax (Vat) in respect of the Service, after payment in the amount of the agreed Fees has been made by the Advertiser to IDH, to that account specified by IDH from time to time. The Advertiser undertakes to IDH to pay to IDH Vat on the Fees applicable to the Service at the rate and in the manner required by law from time to time.
  5. IDH states that each of the Publishers, who declared participation in such Campaign via Service by submitting to the Campaign (that had been approved by IDH Campaign performance) shall grant the Advertiser and each Affiliate non revocable, worldwide right and license to works created in connection with Campaign in such a manner so that each User could access it from place and at times selected by themselves, (internet-based distribution which has been formatted specifically for use and access via Websites, App and/or Mobile) for editorial, marketing, or promotional purposes. In the event the work created by such parties comprise the personal image of such parties or any third party, the Advertiser is granted the right to use such personal image only in connection with work by the Advertiser and each Affiliate for the purposes defined hereinabove.

## 5. Relationship

1. During the Term IDH grants the Advertiser a limited, non-exclusive, non-transferable, royalty free and revocable right to use IDH's Service.
2. By concluding this Agreement Advertiser grants IDH a non-exclusive, non-transferable and royalty-free right to display, perform, and use Advertiser's name, Campaign results data on IDH's website and in case studies or for marketing purposes.

## 6. Warranty Disclaimer

THE SERVICE, IDH CONTENT AND RELATED INFORMATION ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, IDH EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IDH MAKES NO WARRANTY THAT THE SERVICE, SERVICE, THE IDH SITE, OR THE IDH CONTENT WILL (1) MEET YOUR REQUIREMENTS, (2) BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, OR (3) NOT CAUSE ANY LATENCY OR PROCESSING DELAYS. IDH MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE SERVICE, THE IDH SITE, OR THE IDH CONTENT. NO INFORMATION, WHETHER ORAL OR WRITTEN, WILL

CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED A BASIS FOR ENABLING IDH TO OFFER THE SERVICE AND THE SERVICE TO ADVERTISER. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES SO THIS DISCLAIMER MAY NOT APPLY TO ADVERTISER IN FULL.

## 7. Limitation on Liability

1. IN NO EVENT WILL IDH BE LIABLE TO ADVERTISER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL LOSS, EXEMPLARY DAMAGE, INCIDENTAL LOSS , SPECIAL DAMAGE OR LOSS, LOST PROFIT, LOSS OR DELETION OF MEASUREMENT DATA OR MEASUREMENT RESULTS, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SERVICE OR THE SERVICE, EVEN IF IDH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS FORMED A BASIS FOR ENABLING IDH TO OFFER THE SERVICE AND SERVICE TO ADVERTISER. THIS PARAGRAPH WILL APPLY REGARDLESS OF ANY FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. EXCEPT WITH REGARD TO LIABILITY STEMMING FROM DEATH OR PERSONAL INJURY RESULTING FROM IDH'S NEGLIGENCE, OR IDH'S FRAUD, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IDH'S LIABILITY TO ADVERTISER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO 250 US Dollars

2. IDH SHALL ACCEPT NO LIABILITY WHATSOEVER FOR ANY COSTS OR LOSSES INCURRED BY THE ADVERTISER IN CONNECTION WITH THE CAMPAIGN COMMISSION.

3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS RESPECTIVE SERVICES OR PRODUCTS, INCLUDING NON-INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

## 8. Complaints

Complaints submitted by the Advertiser in connection with non-performance or improper performance of the Agreement shall be sent to IDH by Advertiser to IDH e-mail at: support@indahash.com or in writing, at the address of the registered office of IDH. IDH's ability to respond will be dependant on the nature and complexity of the complaint, the extent to which IDH can contact the Advertiser or a third party to get information on the complaint and the extent to which IDH needs to obtain information or more information from the Advertiser or a third party relevant to the complaint to frame a response.

## 9. Compliance with Privacy

1. Insofar as IDH processes the personal data of the Advertiser, it shall be a data controller within the meaning of the Data Protection Acts 1988 and 2003 (Data Protection Laws).

2. IDH shall collect personal data in connection with the conclusion of the Agreement in a manner consistent with the provisions of this Agreement (which incorporates by reference, the Privacy Statement), as well as data relating to the performance and settlement of the Agreement and the marketing of its own products and services. The provision of personal data by the Advertiser to IDH is voluntary.

3. Pursuant to the provisions of the Data Protection Laws , the Advertiser shall be entitled to access

his or her personal data, to make corrections thereof as well as to demand the cessation of the processing of such data.

4. We may share Advertisers' information with selected third parties including business partners, suppliers and sub-contractors for the performance of any contract we enter into with Advertiser. We may also disclose your personal information to third parties:

1. In the event that IDH sells or buys any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

2. If IDH or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

3. If IDH is under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply this Agreement.

5. If the Advertiser has any query related to our Privacy Statement, the Advertiser should email [support@indahash.com](mailto:support@indahash.com)

6. IDH shall:

1. maintain the confidentiality of the personal data of the Advertiser and shall process such data, inter alia, for the purposes of providing, supporting and maintaining the Service,

2. implement appropriate technical and organisational measures necessary to ensure the protection of personal data against unauthorised access, destruction or distortion where such measures are required pursuant to the provisions of applicable laws.

10. Choice of Law & Venue

This Agreement shall be construed and interpreted under the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the Irish Courts in respect of any dispute arising under or in connection with this Agreement.

11. Change of terms

IDH reserves the right, in its sole discretion, to modify or discontinue the IDH Site, the APP, the Service, and / or the Service without notice. IDH may also modify this Agreement from time to time. If the modified Agreement is not acceptable to Advertiser, Advertiser may terminate the account within 30 days. Use of the IDH Site, use of the Service, or use of the Service, after 30 days, will constitute the acceptance thereof.

12. General

1. This Agreement and particular Campaign rules constitute the entire Agreement between the parties with respect to the Service and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral between IDH and Advertiser with respect thereto. Any agreements regarding the delivery or use of advertising segments will govern the parties' relationship in connection with the applicable segments but will not affect the parties' rights, restrictions, or obligations under this Agreement, which the parties acknowledge as separate subject matter. Any waiver by either party of any violation of this Agreement will not be deemed to waive any further or future violation of the same or any other provision. If any parts or provisions of this Agreement are held to be unenforceable, then Advertiser and IDH agree that such parts or provisions will be given maximum permissible force and effect and the remainder of the Agreement will be fully enforceable. Either Party may assign its rights, data, and duties, under this Agreement

in their entirety in connection with a sale of all (or substantially all) of its assets relating to this Agreement, a merger, or a reorganization. Nothing in this Agreement will constitute a partnership or joint venture between Advertiser and IDH.

2. This Agreement is drafted in the English language. Any translation into another language is provided for convenience only. In the event of any inconsistency between the English language version and any translation, the English language version shall prevail.

3. The conclusion of the Agreement does not give rise to an employment relationship or the establishment of a partnership and may not be treated as such. The relationship of the Advertiser to IDH will be that of service-user and nothing in this agreement shall render the Advertiser an employee, worker, agent or partner of IDH.

4. Should any of the provisions or any part of the Agreement become invalid or unenforceable to any extent whatsoever, the Parties shall agree upon any necessary amendments to the Agreement which shall ensure that the interests and aims of the parties prevailing at the time of performance of the Agreement are given effect.

5. In the event of any disputes arising hereunder, the Parties shall make reasonable efforts towards reaching a resolution by way of mediation.

6. The Vienna Convention on the international sale of goods shall not apply to the Agreement.

### 13. IDH RIGHTS

The Advertiser acknowledges and agree that IDH additionally:

1. may vary the content, layout and format of its Site or the APP;
2. may change the URL of the Site from time to time with reasonable prior notification to the Advertiser;
3. may change the IDH Conditions of Service with reasonable notice to the Advertiser;
4. gives no guarantee that a Campaign will achieve any particular results including without limitation, achieve any specific number of Publishers and or posts published on Instagram complying with the Campaign Rules.

### 14. ADVERTISER RESPONSIBILITIES

1. The Advertiser is responsible for ensuring the compatibility of any device, laptop, desktop and related software (collectively System) used by Advertiser to access and use the Service, the Site . IDH do not warrant or accept any liability for operation of any System used to access the Service, the Site.
2. The Advertiser is responsible for each Campaign and all Campaign Rules compliance with (i) national and international self- regulatory codes of practice (ii) Irish and EU law.

## **Schedule 1**

### **DCPA**



## **Data Controller-Processor Agreement**

Advertiser as the Data Controller and IDH Media Limited, 22 Northumberland Road, Ballsbridge, Dublin VAT Id IE 3376160 DH - as the Data Processor enter into the following agreement ("Agreement") governing the Data Processor's processing of the Data Controller's data:

§ 1

### **General Information**

1. The Data Processor processes personal data for the Data Controller. The Data Controller selected the Data Processor as service provider by exercising its duties of diligence. It is the intent of the parties hereto that this Agreement include a written mandate and govern the parties' rights and obligations in connection with data processing.
2. The processing of data only takes place within the member state of the European Union or another contractual state within the European Economic Area. Every transfer into a third country requires the prior written consent of the Data Controller.
3. To the extent that this Agreement employs the term "(data) processing (of data)," it refers, in a general way, to the use of personal data, which encompasses but is not limited to compiling, storing, transmitting, deleting, anonymizing, pseudonymizing, encoding or otherwise using data.
4. The Data Controller is entitled to issue directions to the Data Processor to the effect of amending the purpose, nature and scope of data processing at any time. Direction means the written instruction, issued by Controller to Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, anonymizing, blocking, deletion, making available). The Controller has the right to supplement its directions by any time respective to the processing of data. The Controller will set a reasonable time period to realize the direction.

§ 2

### **Purpose of Agreement**

The Data Controller charges the Data Processor with processing personal data Name, surname, Instagram nick, address, e-mail. The Data Processor shall gather data electronic form within Application so called Indahash and transmit the gathered data to the Data Controller.

§ 3

### **Data Controller's Rights and Obligations**

1. The Data Controller is responsible for the Data Processor's processing of data and it is incumbent on the Data Controller to determine whether, and the extent to which, data processing is admissible.
2. As the responsible party, the Data Controller must ensure that the rights of affected parties, which are to be exercised in relations with the Data Controller, are not violated. The Data Controller will issue (partial) orders in writing, and changes to the object of processing as well as procedural adjustments must be coordinated among the parties hereto.
3. Prior to the commencement of data processing and in regular intervals thereafter, the Data Controller must ascertain that the technical and organizational measures the Data Processor adopts to protect data are implemented as intended. For this purpose, the Data Processor must document

results in an appropriate manner.

4. The Data Controller will promptly notify the Data Processor if and when it detects errors or irregularities in connection with the Data Processor's processing of personal data.

§ 4

## **Data Processor's Obligations**

1. The Data Processor processes personal data under effective agreements only, with the purpose, nature and scope of data processing being subject exclusively to the Data Controller's directions. The Data Processor may not transfer personal data to third parties. Data Processor shall, upon Data Controller's request, provide to Data Controller all information on Data Controller's personal data and information. In its processing of data, the Data Processor may deviate from such directions only to the extent that the Data Controller has consented thereto in writing.

2. The Data Processor will assist the Data Controller with the implementation as well as the full and swift completion of controls. Where Data Controller, based upon applicable data protection law, is obliged to inform an individual about the collection, processing or use of its personal data, Data Processor shall assist Data Controller in making this information.

3. The Data Controller shall retain title as to any carrier media provided to Data Processor as well as any copies or reproductions thereof. Data Processor shall store such media safely and protect them against unauthorized access by third parties. Documents and files containing personal data that are no longer needed must not be deleted without the Data Controller's prior consent.

4. The Data Processor hereby confirms that it has appointed a privacy officer, and undertakes to identify the privacy officer to the Data Controller in writing (electronic mail being admissible).

5. For purposes of proper personal data processing, the Data Processor represents and warrants that all agreed measures will be implemented as intended.

6. The Data Processor must ensure that its enterprise and the course of its operations are aligned with the objective of protecting the data processed on the Data Controller's behalf as required - e.g., against unauthorized third-party access. Upon Data Controller's request, Data Processor shall provide a comprehensive and current personal data protection and security program covering processing hereunder. The Data Processor will duly consult the Data Controller before implementing any changes to the system of processing the Data Controller's data, provided such changes affect data security.

7. The Data Processor will promptly notify the Data Controller if and when it deems the latter's directions to be in violation of applicable law, and the Data Processor may put off following any such direction until it is confirmed or changed by the Data Controller.

8. The Data Processor is obligated to promptly inform the Data Controller of each violation of Data protection law provisions, contractual terms and/or the Data Controller's directions that has occurred in the course of its own or a third party's processing of data.

9. The Data Controller's consent is required for any data handled on the Data Controller's behalf to be processed at a location other than the Data Processors' - or any subcontractor's - places of business.

10. The Data Processor must adequately label the data it processes on the Data Controller's behalf.

Insofar as data is processed for more than one purpose, the Data Processor must tag the data with the appropriate purpose.

11. The Data Processor must assist the Data Controller with the preparation of a list of procedures and will furnish the Data Controller with any required information in a suitable manner.

12. The Data Processor must inform the Data Controller without delay in case of a control or measures of the Supervisory Authority.

13. The Data Processor shall be obliged to audit and verify the fulfilment of the above-entitled obligations and shall maintain an adequate documentation of such verification.

§ 5

## **Subcontractor**

1. The Data Processor may engage subcontractor due to agreement performance (e.g. hosting provider).

2. The Data Processor will select the subcontractor with care and must ensure. The Data Processor is obligated to obtain the subcontractor confirmation to the effect that it has appointed an internal privacy officer.

3. The Data Processor must procure that the subcontractor, too, is bound by the provisions hereof as well as any additional Data Controller direction, and it will ensure compliance with any related duties on a regular basis.

4. No data may be submitted to a subcontractor unless and until such subcontractor has fully satisfied the obligation under § 7 hereof.

5. The subcontractor must be contractually bound in writing, with a copy of such contract to be supplied to the Data Controller upon request.

6. The Data Processor shall be obliged to secure audit and inspection rights as defined in § 6 for Controller's benefit. Controller shall be entitled, upon written request, to inform about the essential content of the subcontract and the implementation of the data protection obligations by the subcontractor, and shall further be entitled to reasonably inspect the relevant contract documentation.

7. Services which the Data Processor is using for secondary benefit such as telecommunication services, maintenance, cleaning services and disposal of data media shall not be considered as a subcontract within the meaning of § 5 of this Agreement. The Data Processor will provide reasonable and lawful arrangements as well as arrangements for inspection.

§ 6

## **Control privileges**

1. The Data Controller is entitled to verify compliance with applicable privacy law and/or the terms of the parties' contractual arrangements and/or the Data Controller's directions (by the Data Processor) at any time and to the extent necessary. For such purpose, Controller may collect voluntary disclosures from Processor, have an expert provide a testimonial or expert's opinion and during regular business hours personally audit the Data Processor.

2. The Data Processor is obliged to furnish the Data Controller with such information as may be required to facilitate controls within the meaning of § 6 number 1.

3. The Data Controller may demand access to any data processed by the Data Processor on the Data Controller's behalf, as well as to any data-processing systems and programs used.

4. Subject to reasonable advance notice, the Data Controller is entitled, during regular business hours, to conduct controls within the meaning of number 1 at the Data Processor's place of business. When doing so, the Data Controller will ensure that the scope of its control is limited to the necessary extent so as to minimize its impact on the Data Processor's course of operations.

5. If and to the extent that data is processed in a private residence, access thereto is to be coordinated with the Data Processor in advance. The Data Processor represents and warrants that other residents, if any, are in agreement with this clause.

§ 7

## **Data Secrecy**

The Data Processor is bound by data secrecy whenever it processes data on the Data Controller's behalf, and the Data Processor undertakes to observe the same rules of secrecy as apply to the Data Controller.

§ 8

## **Duties of Confidentiality**

1. Both parties undertake to (i) hold in strict confidence for an indefinite period of time and (ii) use only for purposes of the implementation hereof any information they receive in connection with this agreement, and neither party hereto is entitled to put such information to any other use or share it, or any part thereof, with third parties.

2. The above duty does not apply to information (i) either party hereto demonstrably received from third parties in the absence of any duty of confidentiality, or (ii) that is public knowledge.

§ 9

## **Technical and Organizational Measures to Protect Data**

The Data Processor undertakes, vis-à-vis the Data Controller, to adopt the following technical and organizational measures needed to ensure compliance with applicable privacy rules:

1. Access control to premises and facilities
2. Access control to systems
3. Access control to data
4. Distribution control
5. Input control
6. Job control

7. Availability control

8. Segregation control

§ 10

## **Term of contract**

1. The agreement commences on Campaign start (the date and time of “submit” button clicking) described in point. 3.7 IDH terms of service as of November 2015 and is entered into for an definite period of time up to the end of Campaign service rendering.

2. The Data Controller may terminate the agreement without notice whenever the Data Processor (i) committed a material violation of applicable privacy rules or its obligations hereunder, (ii) is unable, or unwilling, to follow the Data Controller’s directions or (iii) refuses entry to the Data Controller or the competent regulatory authorities in violation hereof.

§ 11

## **Termination**

1. Following the termination of this agreement, the Data Processor must deliver to the Data Controller all documents and data in its possession, as well as any results of data processing or use, that are related to the relationship established by this agreement. The Data Processor’s media must then be physically deleted. This also applies to any back-up copies in the Data Processor’s possession, and the act of such deletion is to be documented in a suitable manner. Rejected and test data is to be destroyed or physically deleted immediately.

2. The Data Controller is entitled to ensure the proper satisfaction of the Data Processor’s obligation to return and/or delete data - e.g., by visually inspecting data-processing equipment at the Data Processor’s place of business (the Data Controller must provide reasonable advance notice of on-site inspections).

§ 12

## **Miscellaneous**

1. In the event that the Data Controller’s property in the Data Processor’s possession is placed at risk by third-party measures (e.g., attachment or confiscation), insolvency proceedings or other events, the Data Processor must immediately notify the Data Controller, while informing any creditor that the data in question is being processed under a contract.

2. Subsidiary agreements must be made in writing. The foregoing shall also apply to the waiver of this mandatory written form.

3. In the event that individual provisions of this agreement are ineffective, the remaining provisions hereof continue in full force and effect.

## **Schedule 2**

### **IDH Terms and Conditions**

IDH terms of service for Publishers as of November 2015

1. Definitions For the purposes of this Agreement, the following words, terms and expressions wherever mentioned shall have the following meaning, save where the context otherwise requires:

1. The “Advertiser” means a third party, who has contracted with IDH in order to receive the benefit of the Service and which third party has developed the Campaign and the Campaign Rules.

2. The “Advertiser Terms and Conditions” means the terms and conditions applicable to the agreement between the Advertiser and IDH as its agent, being the index thereto, and clauses 1 to 18 inclusive as may be amended from time to time.

3. The “Agreement” means the Advertiser Terms and Conditions and the IDH Terms and Conditions and any other document incorporated in either of them by reference.

4. “The APP” means that version of the mobile software application called INDAHASH developed by IDH and which the User can use to access the Service, where he has downloaded the APP.

5. The “Campaign” or the “Advertising Campaign” means the online promotional and marketing activities produced or invented by the Advertiser which is accessible on the Service.

6. The “Campaign Rules” mean the rules and guidelines developed by the Advertiser in relation to the Advertising Campaign which the Publisher is bound to comply with and which are accessible on the Service.

7. “Consumer Rights Regulations” mean the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI No. 484/2013).

8. “Eligibility” means the provisions as set out in section 2.7.

9. “IDH” means IDH MEDIA LIMITED registered in Ireland, registered number 563441 and having its registered office at 22 Northumberland Road, Ballsbridge, Dublin and vat number IE 3376160 DH

10. The “IDH Terms and Conditions” means the terms and conditions between IDH as agent for the Advertiser and the User or Publisher as the case may be and being the index, set out above, and clauses 1 to 18 inclusive as may be amended from time to time.

11. The “Publisher” means a User, who has successfully registered with the Service, either through the APP and accepted this Agreement, as well as meeting the criteria set out in this Agreement including is an approved Instagram user capable of undertaking activities to fulfil the Campaign and the Campaign Rules, which are accessible on the IDH Service.

12. The “Service” means the Indahash service which, subject to these terms, is accessible through the Site or the APP and which enables the Publisher subject to the terms of this Agreement to earn remuneration from the Advertiser for performing activities in the course of an Advertiser’s Campaign using the Publisher’s Instagram account.

13. The “Site” means [www.indahash.com](http://www.indahash.com) being the website owned and operated by IDH.

14. A “User” means any visitor to the APP or Site.

15. “Withdrawal Form” means the form as in Schedule 1 hereto required by the Consumer Rights Regulations.

2. Indahash terms of Service Introduction

1. The Service is offered by IDH and may be accessed by the User by means of the APP on iOS, Android platforms.
2. The APP is available for mobile devices, i.e. mobile phones communicating using radio waves, operating within the GSM or UMTS digital systems or tablets running on OS X, Android operating systems. The APP is compatible with the following systems:
  1. iOS version 8 or higher,
  2. Android version 4.4.1 or higher,
3. The APP is available through the AppStore (Apple) and through Google Play (Google).
4. The Service is an electronic service offered by IDH and is accessible on the APP or the Site and which enables a Publisher communicate with IDH and the Advertiser and undertake a Campaign for the Advertiser, commissioned by its agent IDH for which the Publisher may receive remuneration subject to the terms of the Campaign and the Campaign Rules.
5. The User may access the Service via the App, subject to the User's mobile phone or his or her system as the case may be complying with this Agreement.
6. In order to be eligible to register for the Service as a Publisher, a User must have an active Instagram profile and the profile in question must be approved by IDH with regard to the number of followers, profile activity and history. The Publisher shall be notified whether his or her Instagram profile has been approved, by means of an email communicated through the Service by IDH to the Publisher. The Agreement as well as the Withdrawal Form along with the appropriate instructions shall be attached to such email. By clicking on the checkbox, the Publisher agrees for the commencement of the provision of the Service prior to the lapse of the period for withdrawal from the Agreement, thereby forfeiting the right of withdrawal.
7. After the Publisher's registration on the Service either through the Site or the APP is accepted, and subsequently when the Publisher logs on to the Service (via the Site or the Service), IDH shall protect such communications on the Site by Secure Socket Layer (SSL). This is an industry standard technology designed to prevent information from being intercepted. IDH may also implement its own additional security procedures on the Site or on the APP to prevent fraud. IDH reserve the right to enhance, amend and update its security procedures. Notwithstanding this, the Publisher acknowledges and agrees that there are certain risks associated with internet communications. The Publisher further acknowledges that the internet is a media over which IDH has no control. IDH expressly disclaims, in so far as legally permissible, responsibility for any interception of communications and data or consequent loss or damage suffered by Publisher, or loss or damage suffered by the Publisher arising out of the loss or delay of Publisher communications and data over the internet.
8. In order to prevent unauthorized persons from gaining access to the personal data submitted electronically by the Publisher on the APP and from modifying such data, the following technical measures shall be applied by IDH to the protection of IDH database from unauthorized access.

### 3. General Terms and Conditions of use of the Indahash Service

1. This Agreement incorporates by reference:

1. The Privacy Statement which contains more detailed information on the data processing rules for the IDH Service which is available here: [www.indahash.com](http://www.indahash.com); and

2. Each Campaign and each set of Campaign Rules which will govern the way in which a particular Campaign is run.
2. The Publisher represents and warrants to each of the Advertiser and IDH that he or she has read and understood the provisions of the Agreement, including the requirements on Eligibility in section 2.7 of these IDH Terms and Conditions and the Advertiser Terms and Conditions and any Campaign and Campaign Rules as apply in relation to a particular promotion.
3. If a User does not agree with the provisions of the aforementioned documents, he or she should not register as a Publisher.
4. By ticking the checkbox and clicking on the REGISTER button, the Publisher unconditionally accepts all the terms and conditions of the Agreement. By doing so, the Publisher is granted access to the Service. Access to the Service does not guarantee participation in a Campaign and the decision to participate in a Campaign is a matter for the Publisher to decide, but provided that both the Campaign and Publisher participation in Campaign has been approved by the IDH Campaign moderator. If not, the Publisher may not undertake a Campaign. IDH does not impose any obligation on the Publisher to undertake the activities of a Campaign prior to the Publisher clicking on the JOIN button.
5. To the extent that the Publisher is a consumer, and the Agreement is accepted by the User registering as a Publisher, this is a distance contract to which the provisions of the Consumer Rights Regulations shall apply.
1. The Publisher shall have the right to withdraw from the Agreement (and hence the Service) within the period of 14 days from the date of receipt of the information on the positive verification (approval) of the Publisher referred to in part 3 section 4 above, without the obligation to state the reasons for such withdrawal or to incur any costs other than those provided for under the provisions of applicable laws.
2. The Publisher shall be entitled to withdraw from the Agreement for the provision of the Service. A statement of withdrawal may, in particular, be submitted using the sample withdrawal form (WITHDRAWAL FORM). This, however, does not in any way limit the right of the consumer to make any other unambiguous statement informing of the decision to withdraw from the agreement.
3. The right of withdrawal from the Agreement shall not apply where the performance of the Service has begun with the express consent of the Publisher prior to the lapse of the period for withdrawal from the Agreement and after IDH has notified the Publisher that the right of withdrawal is no longer available.
4. In case of the Service, the Publisher shall be free to decide whether to retain the right of withdrawal or whether to commence the provision of the Service. Once the decision to retain the right of withdrawal is adopted, the provision of the Service shall commence following the lapse of the period for withdrawal, i.e. within 14 days.
5. The Publisher has the right to terminate the Agreement at any time by clicking "unsubscribe/remove account" in section "settings".
6. IDH amends these IDH Terms and Conditions from time to time as set out in clause 3.7 below. Every time a Publisher uses the Service please check these IDH Terms and Conditions to ensure the Publisher understand the terms which will apply at that time. The IDH Terms and Conditions were most recently updated in November 2015.



7. IDH amends these IDH Terms and Conditions from time to time. The User or Publisher should look at the top of the first page to see when these IDH Terms and Conditions were last updated and which terms were changed. Every time as a Publisher you undertake Campaign activities, the IDH Terms and Conditions in force will apply at the time the activities commence. IDH may revise these IDH Terms and Conditions as they apply to a particular Campaign undertaken by a Publisher from time to time to reflect the following circumstances: changes in relevant laws and regulatory requirements; and or the need to adjust the activities of IDH to the obligations, rulings, decisions, determinations or guidelines of any regulatory authority or arising from, the decision of a public administration authority having jurisdiction with respect to the activities of IDH or arising from a court judgement applicable to the activities of IDH, having an impact on the mutual rights and obligations laid down in the Agreement; a change in the manner of the provision of the electronically supplied services by IDH arising exclusively due to technical or technological reasons; change in the scope or rules of the provision by IDH of the Services to which the provisions of the Agreement apply through the introduction of new functionalities or services or the modification or removal by IDH of existing functionalities or part of the Service, where such functionalities or Service are covered by the Agreement and offered to the consumer.

8. If IDH have to revise these IDH Terms and Conditions Terms as they apply to a Campaign, IDH will contact the Publisher to give the Publisher reasonable advance notice of the changes. In such event, a Publisher shall have the right to terminate the Agreement within the period of 14 days following the date of notification of the changes made to these terms.

#### 4. Agreement formation and Eligibility

1. The Publisher undertakes to use the Service in accordance with the provisions of this Agreement.

2. IDH is remunerated for the provision of the Service by the Advertiser.

3. In order to enter into the Agreement and be registered as a Publisher, a User must have a profile on Instagram.com, and satisfy the provision of clause 2.6 above.

4. By entering into the Agreement and registering as a Publisher, the Publisher warrants:

1. that he or she has full capacity to enter into contracts or any legal transactions under the laws of his or her country of citizenship and residency, and that there are no legal or factual obstacles to the conclusion of the Agreement,

2. that the conditions laid down in 4.3 above are satisfied,

3. that he or she shall, upon receiving any remuneration for posts published, settle and pay any applicable taxes which he or she is under an obligation to pay in such circumstances according to the laws of his or her country of citizenship or residency. IDH shall not make or be obliged to make any settlements or payments of any taxes or public receivables on behalf of the Publisher or for his or her benefit, regardless of the basis for such obligation (contract, laws of the Publisher's country of citizenship or residency).

5. The Publisher agrees to fully indemnify and hold IDH harmless against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the Publisher of the obligations applicable to him in the IDH Terms and Conditions of this Agreement where the recovery is not prohibited by law. The Publisher shall further indemnify IDH against all reasonable costs, expenses and any penalty, fines or interest incurred or payable by IDH in connection with or in consequence of any such liability, deduction, contribution, assessment or claim or any liability

arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Publisher or any third party against IDH arising out of or in connection with the performance of this Agreement by the Publisher.

6. The Publisher hereby acknowledges that in the event that a person without capacity to enter into legal transactions (or with restricted capacity to enter into legal transactions) purports to enter into the present Agreement, the Agreement shall not be concluded unless the parents or legal guardian agree for such agreement to be concluded. The Publisher shall be liable for any losses incurred by IDH which arise, whether directly or indirectly, from a party without the appropriate legal capacity from entering into this Agreement.

## 5. General Provisions

1. IDH has developed the Service which makes it possible for the Publisher who undertakes a Campaign for the Advertiser via the IDH Service, commissioned by IDH for the Advertiser and accepted by IDH as being compatible with the Service and which Publisher in that context places Instagram posts containing text, pictures or video/audio clips, on the Publisher's Instagram account and which comply with the relevant Campaign Rules, to earn money from the Advertiser in accordance with such Campaign Rules.

2. By undertaking the Campaign, the Publisher undertakes to comply with the terms of the Campaign and the Campaign Rules including meet any applicable deadlines and the rates set by the Publisher for posts published. The Campaign Rules, including the applicable deadlines and remuneration, are tailored for the Publisher having regard to the features of the Publisher's Instagram profile (e.g. number of followers, target group, image followers engagement). The payment of remuneration to the Publisher by the Advertiser via IDH is conditional on the Publisher complying fully with the Campaign and the Campaign Rules applicable.

3. By clicking on the JOIN button, the Publisher unconditionally accepts the Campaign Rules and the Campaign description in the service panel.

4. IDH acts as the intermediary between Advertisers and Publishers; IDH does not verify or supervise any materials provided by the Advertiser, it simply approves compatibility of the materials with the Service, while the Publisher should verify on his or her own whether publishing posts containing advertising matter is permitted under the laws of the country in which the citizens/residents of which the contents published on Instagram are aimed.

5. By entering into the Agreement, the Publisher is granted access to the Service. Access to the Service does not guarantee participation in a Campaign and the decision to participate in a Campaign is at the discretion of IDH and/or the Advertiser.

## 6. Campaigns and Campaigns monitoring

1. The Publisher shall have the possibility to browse the requirements of individual Campaigns within the Service. If he or she considers that any of such Campaigns may be of interest to him or her, he or she shall be entitled to conclude an agreement for the participation in such Campaign by clicking on the JOIN button.

2. During the Campaign, the Publisher undertakes to publish posts on his or her Instagram profile which are consistent with the requirements included in the description of the given Campaign (e.g. publication of specific content, photos or other materials) as well as to include a unique alphanumeric code (hashtag) and/or (tag).

3. The Publisher grants IDH and as required by IDH the Advertiser, the right using dedicated computer software, to verify whether the Publisher has performed the allocated tasks. Where Campaign activities are performed:

1. without the appropriate hashtag and/or tag being placed,
2. following the lapse of 24 hours (or term stipulated in Campaign Rules) from the day of signing up for the given Campaign,
3. in a manner inconsistent with Campaign Rules for the given Campaign,
4. in a manner inconsistent with the Advertiser's image, IDH shall be entitled in any such case, to advise the Publisher via the service that the particular activities do not qualify for any remuneration as they are incorrectly performed or are in breach of the Campaign or the Campaign Rules as the case may be .

4. The Publisher is not obliged to perform any other actions within the framework of Campaign apart from those expressly included in the description thereof.

5. The Publisher undertakes to monitor the up-to-date information on the Campaign and on changes made to the Service.

6. The Publisher shall be solely responsible for:

1. his or her Instagram profile as well as for verifying whether the publication of specific information which forms the subject of the Campaign is permissible and consistent with the laws of his or her country of citizenship/residency;
2. goods supplied by the Advertiser in order to perform activities pursuant to Campaign details and for the condition and merchantability and fitness for purposes of goods received in reward for Campaign activities.

7. The Publisher undertakes:

1. not to artificially influence or inflate the number of followers of his or her Instagram profile,
2. to reimburse the damage caused by non-performance or improper performance of activities in case of Campaigns mentioned in clause 9.2 herein at the level of value of goods and shipping costs).

8. The Publisher shall be responsible for the proper performance of the obligations imposed within the framework of the given Campaign and shall bear any and all costs arising from the performance of his or her obligations in the course of such Campaign. It is up to the Publisher to establish what such costs are, prior to agreeing to undertake a Campaign.

9. The Publisher undertakes to indemnify and hold IDH harmless against any and all claims for damages, liabilities or any other demands for the payment of compensation arising from the activities of the Publisher performed within the framework of the Service or in the course of performance of obligations related to any Campaign. The Publisher shall compensate any costs or losses caused by the improper, negligent or unauthorized use of the Service or performance of the Campaign.

10. The Publisher shall be solely responsible for the consistency of his or her actions performed within the framework of the Service or the Campaign with the laws of his or her country of

citizenship.

11. The Publisher hereby assures that he or she shall not use the Service in a manner inconsistent with its purpose, such that it may hinder or prevent any other users from accessing the Service or other publishers using the Service. In the event of the provision of Service being placed at risk for reasons specified in the preceding sentence, IDH, having first requested the Publisher to cease and desist from infringing activities, may suspend the provision of the Service to the Publisher. In cases where an immediate intervention on the part of IDH is necessary and where it is impossible to request the Publisher to cease and desist from infringing activities first, due the severity of the breach, IDH shall be entitled to immediately suspend the provision of the Service, of which suspension, IDH shall promptly notify the Publisher.

7. In consideration for the remuneration provided in the Agreement by the Advertiser via IDH to the Publisher, the Publisher hereby grants the Advertiser and each Affiliate non revocable, worldwide right and license by all means and on the Internet, to use works created by the Publisher in connection with the activities of the Campaign undertaken by the Publisher, for the Advertiser and each Affiliate's promotional and marketing activities in such a manner so that each of the Advertiser and each Affiliate can access the works from place and at times selected by themselves, (internet-based distribution which has been formatted specifically for use and access via Websites, App and/or Mobile for editorial, marketing, or promotional purposes. In the event the work created by the Publisher comprise the personal image of the Publisher or any third party, the Publisher grants the Advertiser and each Affiliate the right to use such personal image only in connection with promotional work by the Advertiser and each Affiliate for the purposes defined hereinabove.

8. The Publisher hereby grants the IDH a non-revocable, worldwide right and license by all means to use, reproduce, modify, distribute, display and perform works created by the Publisher in connection with a Campaign, for IDH's editorial, marketing, or promotional purposes (e.g. case studies). In the event the work created by the Publisher comprises the personal image of the Publisher or any third party, the Publisher grants IDH the right to use such personal image only in connection with work by IDH for the purposes defined hereinabove.

## 9. Remuneration

1. The Advertiser may decide whether the remuneration shall be settled in cash or in in cash and goods or in goods.

2. In the event the remuneration mentioned in Campaign details is settled in cash and goods, or in exchange for goods, the Advertiser shall send such goods to the Publisher who is participating in Campaign to the shipping address indicated by the Publisher.

3. The amount of remuneration payable (in cash or goods) to the Publisher for the performance of its obligations within the framework of the given Campaign (and in accordance with the Campaign Rules) shall be specified under the terms and conditions of the Campaign. Remuneration (in cash or goods) is determined unilaterally by IDH, individually for each Publisher.

4. The remuneration in cash of the Publisher, by the Advertiser shall be settled during settlement periods by IDH on behalf of Advertiser, IDH having deducted its fees. The settlement period shall be one calendar month. The remuneration in goods of the Publisher, by the Advertiser shall be settled on one occasion during the Campaign directly by the Advertiser to/with the Publisher to the shipping address specified by the Publisher. Any cash settlement made by IDH to a Publisher on behalf of the Advertiser is conditional on IDH having received the cash from the Advertiser and the Advertiser having paid IDH's fees.

5. The payment of remuneration and the amount of same for the given settlement period shall be determined on the basis of: (a) rates specified for the given Campaign and subject to the acceptance by IDH such rates and (b) the Advertiser of the performance of obligations of Publisher and on the condition that IDH has received remuneration from the Advertiser for the given period,

6. A report on the performance of obligations generated by IDH in accordance with the provisions hereof.

7. Rates specified for the given Campaign and subject to the acceptance by IDH and the Advertiser of the performance of obligations of Publisher and on the condition that IDH has received remuneration from the Advertiser for the given period,

8. A report on the performance of obligations generated by IDH in accordance with the provisions hereof.

9. The obligation to provide remuneration in goods for these services lies with the Advertiser and where the Advertiser fails to pay, there is no liability or obligation on IDH MEDIA LIMITED to make payment to the Publisher. Where the Advertiser has agreed to pay the remuneration in cash, IDH will transmit the cash to the Publisher, to the Bank account of the Publisher, when the cash is received by IDH from the Advertiser and when IDH has been paid its fees by the Advertiser.

10. Remuneration in cash for the Publisher shall be payable to the bank account specified by the Publisher.

11. Remuneration in cash shall, subject to other provisions of this document, be paid to the Publisher only where it constitutes the minimum amount of 50 USD.

12. In case of remuneration in cash which does not exceed 50 USD, the amount in question shall be added to the amount of remuneration for the following settlement period.

13. The Publisher shall be under an obligation to provide detailed information on his or her bank account or personal details and shipping address.

10. IDH shall accept no liability whatsoever for any errors or inaccuracies in the bank account information or shipping address provided by the Publisher.

11. Obligations of IDH IDH undertakes to perform the Service in the manner in which it is advertised.

12. Liability of IDH

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDH MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. IDH DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO USERS/PUBLISHERS IN CONNECTION WITH THE PROVISION OF THE SERVICE.

2. IDH does not guarantee the proper operation of the Service.

3. IDH makes the Service available “as is”; although the Service has been tested and provides the intended functionalities, IDH makes no warranties as to the proper functioning thereof.

4. IDH shall accept no liability whatsoever for any costs or losses incurred by the Publisher in connection with the performance of his or her obligations arising in connection with the participation in the Campaigns.

5. IDH shall accept no liability whatsoever for any interruptions in the access to the Service, for any instances of breach or loss of data in its information processing system, for any defects of the security system or for the operation of viruses and other harmful software components during the use of the Service.

6. IDH shall accept no liability whatsoever for any losses or lost profits including indirect losses incurred by the Publisher in the use of the Service.

7. None of the previous provisions serve to exclude or restrict liability for death or personal injury caused by the negligence or by fraudulent misrepresentation of IDH.

13. Changes to the Service Aside from IDH rights in clause 3.7 and 3.8, IDH reserves the right to modify, update, change or discontinue the Service, thereby terminating this Agreement with 14 days’ notice. In the event of termination of the Agreement, the Advertiser via IDH shall pay the amounts due to the Publisher, provided that the Publisher provides accurate and correct information on his or her bank account.

14. Complaints Complaints submitted by the Publisher in connection with non-performance or improper performance of the Agreement by IDH must be sent by Publisher to IDH by e-mail to the address: support@indahash.com or in writing, to the address of the registered office of IDH. IDH shall endeavour to respond to any complaint as quickly as possible. IDH’s ability to respond will be dependant on the nature and complexity of the complaint, the extent to which IDH can contact the Publisher to get information on the complaint and the extent to which IDH needs to obtain information from a third party relevant to the complaint to frame a response. Subject to the terms of the Agreement, IDH will make reasonable efforts to find a satisfactory solution to the complaint. If the complaint relates to the Advertiser, IDH will forward the complaint to the Advertiser with a request that the Advertiser contacts the Publisher,

15. Privacy Our Privacy Statement and any other documents referred to on it sets out the basis on which any personal data IDH collect from a User or a Publisher, or that a User or a Publisher provide to IDH, will be processed by IDH. Please read it carefully. By visiting the Site you are accepting and consenting to the practices described in this Privacy Statement. For the purposes of the Data Protection Acts 1998 and 2003 as amended (the Acts), the Data Controller is IDH. IDH’s nominated representative or the purposes of the Acts is Sean Kavanagh

## 16. Intellectual Property

1. IDH remains the owner of all copyrights, trademarks, intellectual property rights and other rights related to the Service.

2. Any text, data, graphics, pictures, logos, photos, files and any other materials included on the www.indahash.com website or the APP as well as the selection, arrangement, coordination and compilation of materials and the overall appearance and character of the website are the intellectual property of IDH or their respective owners. They are protected under copyright, design right, patents, trademarks or under other provisions, including the provisions of international conventions as well as provisions of the law of property.

3. The present agreement does not form the basis for the acquisition, in any manner whatsoever, of any rights or licenses, save for the right to use the Service.

## 17. Term of the Agreement

1. This Agreement enters into force following the registration of a User as a Publisher.
2. IDH reserves the right to terminate the Agreement and access to the Service immediately where:
  1. IDH considers that the Publisher does not satisfy the conditions for the Campaign, breaches the provisions of applicable laws and acts to the detriment of the Advertiser or IDH,
  2. The Publisher acts dishonestly by artificially generating an interest in his or her Instagram or APP profile,
  3. IDH receives credible information that the Publisher infringes the provisions of applicable laws of the country of his or her citizenship/residency or breaches the terms of use of instagram.com,
  4. The Publisher deletes his or her Instagram profile or whole or the part of its content, or the profile is otherwise removed,
  5. The Publisher changes its Instagram profile status from publicly available to private,
  6. The instagram.com service discontinues its activities or substantially changes the scope thereof,
  7. The Publisher fails to join any Campaign for a period of 3 months.
3. IDH shall promptly notify the Publisher of the termination of the Agreement via email.
4. The Agreement shall expire immediately following the termination thereof; from that moment onwards, the Publisher shall not be entitled to any remuneration for participation in Campaigns.

## 18. General

1. The Publisher may not assign his or her rights or obligations arising hereunder, whether in whole or in part, to any third parties without the prior consent of IDH expressed explicitly.
2. The conclusion of the Agreement does not give rise to an employment relationship or the establishment of a partnership and may not be treated as such. The relationship of the Publisher to IDH will be that of service-user and nothing in this agreement shall render the Publisher an employee, worker, agent or partner of IDH and the Publisher shall not hold himself/herself out as such.
3. Should any of the provisions or any part of the Agreement become invalid or unenforceable to any extent whatsoever, the Parties shall agree upon any necessary amendments to the Agreement which shall ensure that the interests and aims of the parties prevailing at the time of performance of the Agreement are given effect.
4. The Agreement and the other IDH policies incorporated into this Agreement by reference sets forth the entire agreement between the Parties and supersedes all other arrangements, agreements and/or memoranda (whether made in writing or orally) made between the parties, pertaining to the obligations and liability of IDH with regard to the provision or implied provision, non-performance or delays in the performance of any services rendered under the Agreement.

5. In the event of any disputes arising hereunder, the Parties shall make reasonable efforts towards reaching a resolution by way of mediation.

6. The Vienna Convention on the international sale of goods shall not apply to the Agreement.

1. This Agreement is governed by the laws of Ireland and the parties submit to the non-exclusive jurisdiction of the courts of Ireland in relation to any dispute (contractual or non-contractual) concerning the Agreement or its terms. However, where the Publisher is a consumer and he or she is a resident of an EU country other than Ireland, he or she may also bring proceedings in that EU country in which he or she is resident.

## **Schedule 1**

**Publisher's Cancellation Form** In this clause contract, means the contract for the Service by IDH for the Advertiser in the context of a particular Campaign approved by the Advertiser, and IDH. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us IDH MEDIA LIMITED registered in Ireland, registered number 563441 and having its registered office at 22 Northumberland Road, Ballsbridge, Dublin and vat number IE 3376160 DH and support@indahash.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **EFFECTS OF CANCELLATION**

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract. The contract may not be terminated by the Publisher if the performance of the Service has begun with the Publisher's prior express consent and the Publisher acknowledges that he or she will lose the right once the contract has been fully performed by IDH.