

Terms & Conditions for Publishers (as of October 1st, 2017)

I. DEFINITIONS

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

1. The “Advertiser” means a third party, contracting with IDH in scope of ordering and developing campaigns and campaign rules.
2. The “Advertiser Terms and Conditions” means current version of terms and conditions applicable to the agreement between the Advertiser and IDH, along with the attachments thereto, current version of which is available at <https://indahash.com/page/all-rules>.
3. The “Agreement” means the entire understanding related to the provision of the indaHash service, using the APP, ordering and participation in Campaigns etc., as defined in Section II below.
4. The “APP” means mobile software application available for iOS and Android platforms called indaHash, provided by IDH, which the User can use to access the Service, in a version downloaded by the User (and updated afterwards, if applicable).
5. The “Campaign” means promotional and marketing activities designed, produced or invented by the Advertiser, made accessible by IDH to all or selected Publishers in scope of the Service through the APP (even if the Material is not published through the APP or some or all tasks are executed out of the APP). “Sampling Campaign” is a Campaign which includes sending a Product to the Publisher for the purpose of creating Material.
6. The “Campaign Rules” mean rules, guidelines, requirements and other conditions developed by the Advertiser in reference to a given Campaign, visible by each Campaign in the APP, which the Publisher undertakes to comply with by joining the Campaign.
7. “Consumer Rights Regulations” mean the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484/2013).
8. “Eligibility” means eligibility requirement set forth in section III.1.
9. “IDH” means IDH MEDIA LIMITED, a company incorporated under laws of Ireland, with its registered office at 22 Northumberland Road, Ballsbridge, Dublin 4, Ireland, entered into the Registrar of Companies under the company number 563441, VAT EU: IE 3376160DH.
10. The “T&C” mean always the current version of these IDH terms of service for Publishers, along with the attachments thereto, available through the APP and on <https://indahash.com/page/mobile-insta-terms>.
11. The “Publisher” means a User, being an approved user of relevant Social Media, in compliance with terms and conditions thereof, who meets all other criteria set out in these T&C and has successfully registered to the Service via the APP, accepting thereby the Agreement (including above all the T&C).

12. The “Product” means an item sent to the Publisher by/on behalf of the Advertiser (or its client) in scope of a Sampling Campaign which should be used according to the Campaign Rules and constitutes (total or part of) Publisher’s Remuneration for the participation in the given Campaign.

13. The “Service” means an electronic service under the name indaHash which, subject to the terms of the Agreement, can be accessed by a Publisher via the APP and by an Advertiser via the Site, in scope of which IDH serves as an intermediary between the Advertiser and the Publisher, as well as it provides a communication platform which enables (i) Publishers to be informed about and (upon fulfilment of predefined conditions) take part in Campaign(s) and thereby to earn remuneration (depending on Campaign Rules) and (ii) Advertisers to define and inform about campaign rules and conditions, order campaigns, monitor execution thereof and (iii) may offer some other facilities available at the given time.

14. The “Site” means a website available under the following address: www.indahash.com, managed by IDH.

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

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

17. “Social Media” mean all or relevant (depending on the context) social media platform(s) on which the Campaigns can be launched, including - as at the day of drafting these IDH Terms and Conditions - Instagram (www.instagram.com), Facebook (www.facebook.com), Snapchat (www.snapchat.com), Twitter (www.twitter.com).

18. “Material” means any material published within the scope of Campaign or delivered otherwise in relation to a Campaign or other event according to separate arrangements with IDH by the Publisher, including photos, videos, other publications.

19. “Remuneration” means money, goods or services due to the Publisher in return for his/her participation in the given Campaign (as well as for granting the licence to the Material(s), if applicable), form and value of which depends on and is determined in Campaign Rules.

20. “Rate” means applicable rate as defined in point VI.1(3) below.

II. THE AGREEMENT

(1) The Agreement includes:

(a) T&C;

(b) Advertiser Terms and Conditions;

(c) any other document incorporated either in (a) or in (b) by reference (including additional terms and policies related to Sampling Campaigns).

(2) These T&C incorporate by reference:

(a) The Privacy Statement which contains more detailed information on the data processing rules by IDH (related also but not exclusively to the provision of the Service and using the APP), updated version of which is always available in the APP and here: <https://indahash.com/page/privacy>;

(b) Cookies policy available in the APP and here: [https://indahash.com/page/cookie](https://indahash.com/page/cookie;);

(c) each set of Campaign Rules which will govern the way in which a particular Campaign is run.

III. REGISTRATION AND ELIGIBILITY

III.1. ELIGIBILITY

In order to be eligible to register for the Service as a Publisher, a User must:

- a. have full capacity to enter into legal transaction or have had obtained valid consent of parent(s)/legal guardian(s);
- b. have an active account on relevant Social Media (as at the date of the T&C: Facebook or Instagram), provided that the account successfully goes through the verification and is approved by IDH (especially with regard to the number of followers, profile activity and history);
- c. download the APP.

III.2. APPROVAL

(1) The Publisher shall be notified whether his or her Social Media account has been approved, by means of an email communicated through the Service by IDH to the Publisher.

(2) The Agreement as well as the Withdrawal Form along with the appropriate instructions thereto shall be attached to an email confirming approval of User's account in the APP for the purposes of the Service.

III.3. REGISTRATION PROCESS

(1) If a User does not agree with any of the provisions of the Agreement (including above all the T&C), (s)he should not register as a Publisher.

(2) The e-mail mentioned in point III.2(2) above includes also a summary of most crucial points of these T&C which, however, does not release the Publisher from his/her obligation to read and accept the T&C as a whole, as the summary does not limit the scope of the T&C in any way.

(3) By clicking on a relevant checkbox, the Publisher agrees for the commencement of the provision of the Service prior to the lapse of the statutory period for withdrawal from the Agreement, thereby freely deciding to forfeit his/her statutory right of withdrawal.

(4) By ticking the checkbox and clicking on the REGISTER button, the Publisher unconditionally accepts all terms and conditions of the Agreement (including these T&C). By doing so, the Publisher is granted access to the Service.

(5) Access to the Service does not guarantee participation in any of the Campaigns and the decision to participate in a Campaign is a matter for the Publisher to decide, provided that both the Campaign and Publisher's participation in Campaign have been approved. Otherwise, the Publisher may not take part in a Campaign. No obligations are imposed on the Publisher to undertake any activities in scope a given Campaign prior to the Publisher clicking on the JOIN button.

IV. indaHash SERVICE. GENERAL TERMS AND CONDITIONS

IV.1. THE SERVICE

(1) IDH has developed the Service which makes it possible for the Publisher who takes part in a Campaign commissioned by the Advertiser and made available via the Service in scope of which Publisher publishes posts containing Material(s) on the Publisher's Social Media account(s), in compliance with the relevant Campaign Rules, to earn Remuneration in accordance with such Campaign Rules.

(2) The Publisher can only be granted access to the Service upon unconditional acceptance of the T&C and Agreement. Access to the Service does not guarantee participation in a Campaign and the decision to ask for joining the Campaign depends solely on the Publisher, while the acceptance of Publisher's participation in a Campaign is at the discretion of the Advertiser (and/or IDH - in relation to technical issues).

IV.2. THE APP

(1) The Service is offered by IDH and may be accessed by the User by means of the APP. User's ability to access the Service via the APP depends on functionalities and other technical conditions of User's device on iOS and Android platforms.

(2) The APP is available through (i) the AppStore (iOS) and through (ii) Google Play (Android) for mobile devices, i.e. mobile phones communicating using radio waves, operating within the GSM or UMTS digital systems or tablets. The APP is compatible with the following systems:

(a) iOS version 8 or higher,

(b) Android version 4.4.1 or higher.

IV.3. THE ROLE OF IDH

(1) In communication between Advertisers and Publishers IDH acts solely as intermediary providing *indaHash* platform.

(2) In particular IDH in no case does not verify or supervise any materials provided by the Advertiser or the Campaign and Campaign Rules, it simply approves compatibility of the materials with the Service and technical requirements/functionalities thereof. **The Publisher should verify on his or her own whether publishing posts containing advertising matter is permitted under the laws of the country the citizens (residents of which) are aimed and/or reached by the contents published on Publisher's Social Media account(s) in relation to the Campaign.**

V. CAMPAIGNS

V.1. JOINING AND PARTICIPATION IN CAMPAIGNS

(1) The Publisher shall have the possibility to browse the requirements of individual Campaigns within the Service. Not all Campaigns available at the moment must be visible to a given Publisher. If (s)he considers that any of visible Campaigns may be of interest to him or her, (s)he shall be entitled to conclude an agreement for the participation in such Campaign by clicking on the JOIN button.

(2) **By clicking on the JOIN button, the Publisher unconditionally accepts the Campaign Rules and the Campaign description in the service panel.** In case of any discrepancies, Campaign Rules prevail over these T&Cs. Joining request is subject to approval by Advertiser/IDH. Advertiser and IDH reserve a right to reject Publisher's participation in a given Campaign without giving any justification for such rejection.

(3) By joining the Campaign, the Publisher undertakes to comply with the Campaign Rules and any other applicable terms, including obligation to meet any deadlines, as well as (s)he accepts Rates set for the Campaign.

(4) The Campaign Rules, including the applicable deadlines and Remuneration, are tailored for the Publisher having regard to the features of the Publisher's Social Media profile(s) (e.g. number of followers, target group, image people engagement).

(5) During the Campaign, the Publisher undertakes to **publish posts** on his or her Social Media account(s) which are consistent with the requirements included in the description of the given Campaign (e.g. publication of specific content, photos, videos or other materials), and **not remove, archive the Material during 12 months** period as of the publishing, or change his or her profile of Social Media account(s) to private, as well as to include in them a unique alphanumeric code (hashtag) and/or (tag). The Publisher is solely responsible for including additional hashtags or other specific description of the Material as required by applicable provisions of law in his/her jurisdiction.

(6) The Publisher is not obliged or entitled to perform any other actions within the framework of Campaign apart from those expressly included in the Campaign Rules, description thereof or otherwise expressly agreed between the Publisher and the Advertiser/IDH. All Materials require approval by IDH/Advertiser before the Publisher uses them within the scope of the Campaign.

(7) The payment of Remuneration to the Publisher is conditional on the Publisher complying fully with the Campaign, the applicable Campaign Rules and T&Cs.

V.2. MONITORING CAMPAIGNS

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

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

- a. without the appropriate hash tag and/or tag being placed,
- b. following the lapse of 24 hours (or term stipulated in Campaign Rules) from the day of signing up for the given Campaign,
- c. in a manner inconsistent with Campaign Rules for the given Campaign,
- d. in a manner inconsistent with the Advertiser's image,

IDH shall be entitled (in any such case), but is not obliged, 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.

(3) IDH can temporarily or definitively block Publisher's APP account or apply other punitive measures if the Publisher does not comply with Campaign Rules or violates the T&Cs or other instructions otherwise. In case of violation of provisions referred to in paragraph V.2. (5), the entire Remuneration shall be withdrawn or the Publisher shall be obliged to return it, subject to other provisions of T&C.

VI. REMUNERATION

VI.1. REMUNERATION SCHEME AND DETERMINATION

- (1) The Publisher for (correct) participation in Campaign is entitled to Remuneration.
- (2) The Advertiser can decide whether the Remuneration shall be settled in (i) cash, (ii) goods, (iii) services or (iv) as a mix of the abovementioned components and informs about Remuneration scheme in the Campaign Rules. IDH is empowered to modify Remuneration scheme, as well as to offer the Publisher an option of receiving Remuneration in chosen cryptocurrency. Applicable scheme and rates of Remuneration are visible to each Publisher individually in the APP, under given Campaign Rules.
- (3) Should the Remuneration be settled fully or partially in cash, the rates specific for a given Campaign and for a given Publisher individually shall apply ("**Rate**").
- (4) IDH reserves a right to vary the applicable Rates at any time (except for active, open Campaigns in progress to which the Publisher has already been admitted). The Publisher should base his/her decision on joining Campaign taking into account the Remuneration scheme and the Rate (in case of cash Remuneration) applicable to the given Publisher for the purpose of the given Campaign.
- (5) Final amount of the due Remuneration in cash shall be determined based on (i) the Rate and (ii) Publisher's performance in the Campaign.

VI.2. REMUNERATION PAYMENT

- (1) In the event the Remuneration defined in Campaign Rules shall be settled otherwise than in cash, the Advertiser shall provide the Publisher with goods/services directly or indirectly, depending on the arrangements. The goods should be sent to the Publisher to the shipping address indicated by the Publisher. The Publisher shall be informed (either in the Campaign Rules or afterwards) on the way of delivery of service constituting part of/whole Publisher's Remuneration. The payment or transfer of Remuneration may depend on providing additional Publisher data (e.g. phone number), which is necessary or useful for the purposes related to payment of Remuneration.
- (2) The Remuneration paid in cash to the Publisher shall be settled, however before settling the final due amount in favour of the Publisher, fees for payment-related services (especially for fast payment option), as well as fees for payment operator and online money transfer services (if applicable) shall be deducted.
- (3) The Remuneration payable in cash shall be settled upon Publisher's payment request made via the APP, provided that such payment request (unless otherwise stipulated herein):
 - a. cannot be made more frequently than once a month (one per calendar month);
 - b. shall cover aggregated Remuneration amount not lower than the minimum payment level determined individually for each market and defined (visible) in the APP.
- (4) **Any cash settlement of Remuneration made to a Publisher is conditional on IDH having received the cash from the Advertiser and the Advertiser has paid IDH's fees. Provided that IDH has received the relevant payment from Advertiser, cash Remuneration shall be transferred to the Publisher generally within 30 days as of Publisher's payment request.**
- (5) The Publisher may choose "fast" payment option in the APP, if available. Such fast payment may be subject to additional fee (availability and conditions of such fast payment are determined directly in a relevant section of the APP and may be set forth individually for each Publisher and/or

Campaign).

(6) Remuneration in cash for the Publisher shall be payable to the bank account specified by the Publisher. IDH and/or Advertiser shall accept no liability whatsoever for any errors or inaccuracies in the bank account information or shipping address, or for missing information in required data that should be provided by the Publisher.

(7) Should the payment of Remuneration (in whatever form) for Publisher's participation in any Campaign or other event with involvement of IDH **be executed through the APP** and unless separate agreement explicitly say otherwise, **these T&Cs, including above all the licence to the Material(s)**, even if the Material itself was not published/uploaded through the APP, **apply respectively**. By accepting these T&Cs the Publisher confirms his/her consent for such extent of applicability of the T&Cs.

VII. TAX ISSUES

VII.1. TAX SETTLEMENT

(1) Upon receiving any Remuneration for participation in Campaign or other event, **the Publisher on his/her own is obliged to:**

a. settle and pay any applicable taxes,

b. fill in and submit tax forms,

c. fulfill all tax related and other obligations,

applicable in such circumstances according to the laws of his or her country of citizenship or residency.

(2) IDH shall not make or be obliged to (i) make any settlements or payments of any taxes or public receivables, (ii) file any documents or forms, (iii) fulfill any other obligations 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).

VII.2. TAX RELATED LIABILITY

(1) 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 (non-)performance by the Publisher of the obligations applicable to him in the T&C, the Agreement or applicable law, where such recovery is not prohibited by law.

(2) 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 (non-)performance of this Agreement by the Publisher.

VIII. LICENCE

VIII.1. LICENCE FOR THE ADVERTISER

(1) Within the Remuneration paid to Publisher for taking part in Campaign(s), **the Publisher hereby grants the Advertiser (whose Campaign (s)he enters) a non revocable, worldwide licence for 10 years**, effective as of the date uploading such Material (provided that it has been approved for the Campaign afterwards) or as of publishing such Material in Social Media, whichever occurs earlier or applies, to use by the Advertiser or his Affiliates of any Material, subject to point VIII.5(2) below. The licence authorizes usage of the Material in digital version and for digital purposes and digital use in the following scopes:

- a. processing, recording, reproduction by any technique, including printing, reprographic techniques, recording of audio and/or vision, magnetic recording, electronic media, storage on mobile devices;
- b. incorporation of Material or part of it to other creative works of any type, including different from the original Material,
- c. digitization, input to computer memory, input to mobile devices memory, introduction to computer networks and sharing via computer networks, including the Internet and other networks;
- d. use for marketing purposes of any nature (including marketing campaigns, using on platforms/services, landings etc.), use in business or non-economic in nature also as a brand of the company, trademark or other distinctive symbol of the company or a product or service without any restrictions,
- e. public performance, display, playing, broadcasting and re-broadcasting, as well as public share of Material in such a way that everyone can have access to it at a place and time individually chosen by them;
- f. displaying, as well as broadcasting, wired or wireless, of sound or vision via a ground station or satellite;
- g. exercising and allowing for the exercise by third parties of creative developments of the Material, including alterations and adaptations, adding different elements, updating, modification of any kind;
- h. use of the creative developments as whole or in parts, connecting with other works.

(2) The licences granted pursuant to point (1) above includes the right of Advertiser to grant sublicences.

VIII.2. LICENCE FOR IDH

(1) In return for access to the Service and the APP, the Publisher grants IDH a non revocable, worldwide licence for 10 years, effective from the date of first public issue, licence to the extent stipulated in para. VIII.1. above, including the right to sublicense (both payable or non-payable).

(2) The licence mentioned in point VIII.2(1) above in the benefit to be granted to IDH by the Publisher in return for using the Service/APP.

VIII.3. MORAL RIGHTS TO THE MATERIAL(S)

The Publisher waives (i.e. (s)he will not execute) with respect to the Advertiser and IDH, as well as to third parties indicated by Advertiser or IDH, his/her moral rights to the Material (in particular the paternity and integrity rights) and empowers Advertiser and IDH (as well as any third party empowered by Advertiser or IDH) to execute his/her moral rights to the Material.

VIII.4. PERSONAL IMAGE AND THIRD PARTY'S CONSENT

(1) In the event the Material comprises the personal image of the Publisher or any third party, the Publisher grants the Advertiser and IDH the right, as well as third parties that received the licence to the Material, to use such personal image in the scope of the licence, including explicitly advertising purposes. The consent cannot be withdrawn, unless unconditionally binding provisions of law stipulate otherwise.

(2) The Publisher hereby confirms that (s)he obtained explicit consent of any third party presented in the Material to publish such Material and to use it for all purposes related to the given Campaign, including granting licences pursuant to the conditions of these T&C.

(3) The Publisher (or the third party) cannot withdraw his/her consent for the use of personal image, unless unconditionally binding provisions of applicable law foresee such right that cannot be waived. Should the Publisher or a third party withdraw a consent for the use of personal image presented in the Material during the licence term (10 years), the Publisher is obliged to return entire Remuneration (s)he received for the participation in Campaign (or other event) related to this Material, pay IDH a contractual penalty of EUR 1,000 and to cover all the losses and damages of IDH and Advertiser resulting from such withdrawal, if they exceed the amount of the contractual penalty. The Publisher must be aware of the fact that withdrawal his/her or third party's consent for use of personal image may cause severe financial losses to both - IDH and the Advertiser (as well as its direct client, if applicable).

VIII.5. USE OF MATERIAL(S)

(1) The Publisher hereby confirms that (s)he is aware and agrees that his/her Material may be unlimitedly used by the Advertiser and/or IDH, and/or third party empowered by the Advertiser or IDH, for any purpose including above all advertising and marketing purposes (in digital), without granting any further benefits or remuneration to the Publisher (except for the Remuneration for the Campaign participation).

(2) This section VIII does not apply to the Materials delivered to the Publisher directly by the Advertiser in scope of the Campaign, in accordance with the Campaign Rules (e.g. in case of 'video seeding'-based Campaigns).

IX. SAMPLING CAMPAIGNS

(1) The Publisher can be invited to and can decide to join a Sampling Campaign pursued through indaHash sending platform or otherwise. In such case, the Publisher is obliged to follow Campaign Rules and other instructions (including acceptance of relevant additional terms and conditions and other policies) and to provide IDH with a Material upon receiving a Product, unless otherwise stipulated in the Campaign Rules. IDH is not a supplier of the Product.

(2) By joining a Sampling Campaign, the Publisher unconditionally agrees that IDH (or any third party that reasonably may require such information in relation to the Campaign) receives and processes all personal and other data provided by the Publisher.

(3) If the Publisher, who received a Product within the scope of Sampling Campaign, fails to correctly participate in such Campaign (which means also, but not exclusively, publishing in due time the approved Material), (s)he is obliged to immediately return the Product on the address indicated by IDH at his/her own expense. Failure to correctly participate in the Campaign can result in - technically or actually - blocking Publisher's account in the APP, which includes freezing funds

cumulated on Publisher's account (the funds shall be released within 72 working hours since delivering Product back to address indicated by IDH, after deducting the cost that IDH has to cover for sending the Product to the Publisher amounting to an equivalent of EUR 10.00 in applicable currency, unless indicated or proved otherwise). Should IDH, the Advertiser or a third party suffer any loss or damage as a result of Publisher's failure to correctly participate in the Campaign, funds can remain freezed or/and deducted, and IDH (Advertiser/third party) can claim damages from the Publisher.

(4) Participation in a Sampling Campaign automatically means that the Publisher read, understood and agreed for the T&Cs.

X. PUBLISHER'S OBLIGATIONS AND RESPONSIBILITY

X.1. OBLIGATIONS

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

(2) The Publisher shall not inform any third party about his/her engagement in Campaigns via the Service, or any information obtained in connection with the use of the Service and participation in Campaigns, nor in any case should (s)he make public any details related to his/her remuneration for participation in Campaigns.

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

(4) The Publisher is solely responsible for specifying correct bank account and details thereof, as well as for informing on Publisher's current shipping address.

(5) The Publisher undertakes:

a. not to artificially influence or inflate the number of followers of his or her relevant Social Media profile,

b. to reimburse the damage caused by non-performance or improper performance of activities in case of Campaigns at the level of value of goods and shipping costs, where applicable.

(6) 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.

(7) The Publisher hereby assures that (s)he 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/APP. 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.

X.2. REPRESENTATIONS AND RESPONSIBILITY

- (1) By entering into the Agreement and registering as a Publisher, the Publisher warrants that:
- a. (s)he has full capacity to enter into contracts or any legal transactions under the laws of his or her country of citizenship and residency,
 - b. there are no legal or factual obstacles to the conclusion of the Agreement,
 - c. all conditions necessary for such registration to be successful, valid, lawful and compliant with the Agreement are fulfilled.

(2) **The Publisher represents and warrants to each of the Advertiser and IDH that (s)he has read, and understood and accepts the provisions of the Agreement,** including the requirements on Eligibility in section III.1, as well as other provisions of these T&C, the Advertiser Terms and Conditions, and Campaign Rules applicable to a particular Campaign.

(3) **The Publisher shall be solely responsible for the consistency of his or her actions, including published content, performed within the framework of the Service or the Campaign with the laws of his or her country of citizenship, residency or where the Campaign is visible.**

(4) The Publisher shall be solely responsible for:

- a. his or her Social Media account(s);
- b. 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;
- c. 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 as Remuneration.

(5) 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.

(6) 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.

XI. DATA PROTECTION AND PRIVACY

(1) Our Privacy Statement and any other documents referred to therein 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 (including transfer thereof to third parties, such as Advertisers).

(2) By visiting the Site and/or downloading the APP the User accepts and consents also to the practices described in the Privacy Statement. The User agrees that his/her personal data, including contact details, will be transferred to the Advertisers, if requested.

(3) For the purposes of the Data Protection Acts 1998 and 2003 as amended (the Acts), the Data Controller is IDH. IDH's nominated representative for the purposes of the Acts is Sean Kavanagh.

XII. SECURITY

(1) After the Publisher's registration to the Service either through the Site or the APP is accepted, and subsequently when the Publisher logs to the Service via the APP, IDH shall protect such communications on the Site and in the APP by Secure Socket Layer (SSL). This is an industry standard technology designed to prevent information from being intercepted.

(2) IDH may also implement its own additional security procedures on the Site or on the APP to prevent fraud. IDH reserves the right to enhance, amend and update its security procedures.

(3) 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 arising out of the loss or delay of Publisher communications and data over the internet.

(4) 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.

XIII. LIABILITY

(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 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. 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/APP.

(3) IDH is not responsible for non payment of Remuneration in the lack of payment by the Advertiser.

(4) IDH does not guarantee proper operation of the Service. 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.

(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 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.

(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.

(8) 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.

XIV. INTELLECTUAL PROPERTY RIGHTS

(1) IDH remains the owner of or an entity entitled to all copyrights, trademarks, intellectual property rights and other rights related to the Service/APP.

(2) Any text, data, graphics, pictures, logos, photos, files and any other materials included on the Site 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 intellectual property.

(3) The Agreement does not form the basis for the acquisition by the Publisher, in any manner whatsoever, of any rights or licences, save for the right to use the Service via the APP.

XV. CHANGES TO THE IDH TERMS AND CONDITIONS

(1) IDH can amend these T&C from time to time.

(2) The User or Publisher should look at the top of the first page to see when these T&C were last updated and which terms were changed. Every time as a Publisher you undertake Campaign activities, the T&C in force will apply at the time the activities commence.

(3) IDH may also revise these T&C 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; 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.

(4) If IDH revises these T&C, IDH will inform the Publisher about such revision of T&C by publishing relevant information in the APP and via e-mail. In such event, a Publisher shall have the right to terminate the Agreement within the period of 14 days following the date on which the Publisher have (or reasonably could have) acknowledged such notification of the changes made to these T&C by properly informing IDH about such termination e.g. by sending relevant message via contact form in the APP. If the Publisher continues to use the Service, (s)he will be deemed to have accepted the revised T&C.

XVI. WITHDRAWAL, TERM AND TERMINATION OF THE AGREEMENT

(1) The Agreement enters into force following the registration of a User as a Publisher.

(2) 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.

(3) 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 point III.2 (2) 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.

(4) 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.

(5) 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 (as mentioned in point III.3(3) above).

(6) 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.

(7) The Publisher has the right to terminate the Agreement at any time by sending a relevant information via contact form available in the APP, provided that such termination shall be effective upon the end of all pending Campaigns in which the Publisher takes part. The Publisher who unsubscribed from the Service does not have to be accepted as a Publisher again (if IDH decides so- no justification of such decision is required).

(8) IDH reserves the right to terminate the Agreement and Publisher's access to the Service immediately where:

a. 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,

b. the Publisher acts dishonestly by artificially generating an interest in his or her Social Media or APP profile,

c. 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 Social Media,

d. the Publisher deletes his or her Social Media account or whole or the part of its content, or the account is otherwise removed,

e. The Publisher changes its Social Media account status from publicly available to private,

f. relevant Social Media discontinues its activities or substantially changes the scope thereof,

g. the Publisher fails to join any Campaign for a period of 3 months as of APP account registration approval.

IDH shall promptly notify the Publisher of the termination of the Agreement via email. 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.

(9) IDH reserves a 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, to the Publisher is entitled to receive Remuneration due to him/her on the date of termination provided that the data provided by the Publisher is up-to-date, correct and complete.

XVII. MISCELLANEOUS

(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 in writing otherwise being null and void.

(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 supersede 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, unless explicitly stipulated otherwise herein

(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

(7) 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 (s)he is a

resident of an EU country other than Ireland, (s)he may also bring proceedings in that EU country in which (s)he is resident, provided that such right is stipulated by the binding provisions of law.

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 IDH 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 (s)he will lose the right once the contract has been fully performed by IDH.