

Terms & Conditions for Publishers (as of January 1st, 2015)

Indahash terms of service

Table of contents

1. Introduction
2. General Terms and Conditions of use of the Service
3. Agreement Conclusion and Eligibility
4. General Provisions
5. Obligations of the Publisher
6. Remuneration
7. Obligations of IDH MEDIA LIMITED
8. Liability of IDH MEDIA LIMITED
9. Complaints
10. Privacy
11. Intellectual Property
12. Term of the Agreement
13. General

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

1 The “**Service**” - means the Indahash service which, subject to these terms, enables the Publisher to earn remuneration for performing activities in the course of an Advertiser’s Campaign using the Publisher’s Instagram account.

2 The “**Publisher**” - means a User, who has successfully registered with the Service and accepted this Agreement, as well as meeting the criteria set out in this Agreement.

3 The “**Campaign**” or the “**Advertising Campaign**” - means the promotional and marketing activities commissioned by IDH MEDIA LIMITED on behalf of an Advertiser pursuant to the terms specified in the Service, which may be undertaken to be performed by the Publisher.

4 The “**Campaign Rules**” mean the rules and guidelines set down the Advertiser [and IDH MEDIA LIMITED] in relation to the Advertising Campaign which the Publisher is bound to comply with.

5 The “**Advertiser**” - means a third party, who has contracted with IDH MEDIA LIMITED in order to

receive the benefit of the Service.

6 A **“User”** - means any visitor to the [www.instagram.com] website(s).

7 A **“Party”** - means respectively IDH MEDIA LIMITED or the Publisher and the term “Parties” shall refer to IDH MEDIA LIMITED and the Publisher jointly.

8 The **“Agreement”** - means this agreement concluded between IDH MEDIA LIMITED and the Publisher pursuant to these terms.

1. Introduction

1. The Service is offered by Indahash and may be accessed by means of mobile applications on iOS, Android and Windows Phone platforms.
2. The mobile application 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 mobile application is compatible with the following systems:
 - a. iOS version 4 or higher,
 - b. Android version 4.0 or higher,
3. Mobile applications are available through AppStore (Apple) and Google Play (Google).
4. This online Service is an electronic service, which means that IDH MEDIA LIMITED is a provider of electronically supplied services.
5. In order to ensure compatibility with the IT system used by IDH MEDIA LIMITED, a User must have at his or her disposal a system and equipment which complies with the following technical requirements:
 - a. A computer or mobile device with an Internet browser supporting JavaScript technology,
 - b. Internet access,
 - c. correctly configured email.
6. The User shall have access to the IT system referred to above through a correctly installed mobile application on his or her mobile device.
7. IDH MEDIA LIMITED hereby notes that the use of the Service will carry the usual risks associated with the use of the Internet and recommends that the Users undertake adequate steps in order to minimise such risks. IDH MEDIA LIMITED shall take reasonable steps to ensure the functioning of an IT system facilitating access to the electronically supplied service in a manner which shall prevent unauthorized persons from accessing the transmitted contents forming part of the Service in question, including, in particular, through the use of cryptographic techniques which are appropriate for the characteristics of the Service supplied, as well as the positive identification of the parties to the electronically supplied service.
8. In the event of planned interruptions, modernisation works, upgrades or in other similar circumstances, IDH MEDIA LIMITED shall have the right to notify the Publishers of such fact using the e-mail address provided or by means of a general notification published on the website or through the mobile application.

9. In order to prevent unauthorized persons from gaining access to the personal data submitted electronically and from modifying such data, the following technical measures shall be applied:

- a. data transmission encryption using SSL protocol signed with a key;
- b. protection of database from unauthorized access.

10. By registering for the Services, a User undertakes to comply and be bound by the provisions contained herein and it shall be tantamount to the conclusion of a contract for the provision of electronically supplied services.

2. General Terms and Conditions of use of the Indahash Service

1. This Agreement between the Parties which will govern the provision of the Service by IDH MEDIA LIMITED to Publisher and incorporates by reference:

- a. The [Privacy Statement] which contains more detailed information on the data processing rules for the Indahash Service which is available here: [www.indahash.com]; and
- b. The Campaign Rules which will govern the way in which a campaign is run.

2. The Publisher should familiarise him or herself with the terms and conditions contained in the aforementioned documents as they constitute the legal basis of cooperation between the Parties and have an impact on the rights and obligations of the Parties.

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 clicking on the „Save” button to register, and unconditional acceptance the User unconditionally accepts all the terms and conditions of the Agreement. The [conclusion] of this Agreement and the Publisher’s participation in the Services are subject to a condition precedent that the requirements specified in sections [5 and 6a] of part 3 (“**Agreement Conclusion**”) are complied with and that the moderator approves the Instagram profile designated by IDH MEDIA LIMITED.

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 European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI No. 484/2013) shall apply.

6. IDH MEDIA LIMITED reserves the right to make reasonable amendments to the Agreement from time to time and will make reasonable efforts to bring these amendments to the attention of the Publisher.

7. IDH MEDIA LIMITED specifically reserves the right to amend these terms in the event of at least one of the following material causes (exhaustive list) - change of the provisions of applicable laws governing the provision of electronically supplied services by IDH MEDIA LIMITED which has an impact on the mutual rights and obligations laid down in the Agreement; the need to adjust the activities of IDH MEDIA LIMITED to the obligations, rulings, decisions or guidelines arising from: the decision of a public administration authority having jurisdiction with respect to the activities of IDH MEDIA LIMITED or from a court judgement applicable to the activities of IDH MEDIA LIMITED, having an impact on the mutual rights and obligations laid down in the Agreement; a change in the manner of provision of the electronically supplied services by IDH MEDIA LIMITED arising exclusively due to technical or technological reasons; change in the scope or rules of the provision

by IDH MEDIA LIMITED 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 MEDIA LIMITED of existing functionalities or Services, where such functionalities or Services are covered by the Agreement and offered to the consumer.

8. In the event of changes being made to the contents of these terms in a manner specified in section [2.8] above, a Publisher shall have the right to terminate the Agreement for the provision of Services within the period of 14 days following the date of notification of the changes made to these terms.

3. Agreement Conclusion and Eligibility

1. The Publisher concludes the Agreement with IDH MEDIA LIMITED by registering to the Service upon ticking the checkbox and clicking on the „Save” button. In this manner, the Publisher confirms that he or she has familiarised him- or herself with the provisions of this Agreement, has understood the contents thereof and shall use the Service subject to the provisions of this Agreement.

2. The Service provider for the Service is IDH MEDIA LIMITED, registered in Dublin 4, 22 Northumberland Road, Ballsbridge. Contact information: support@indahash.com . The Service is provided by IDH MEDIA LIMITED to the Publisher free of charge.

3. 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 MEDIA LIMITED with regard to the number of followers, profile activity and history. The User shall be notified whether his or her Instagram profile has been approved by means of a message. The present document as well as the withdrawal form along with the appropriate instructions shall be attached to the message referred to above. By clicking on the authentication link in the e-mail, 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.

4. In order to enter into the Agreement and be registered as a Publisher, a User must:

- a. have a profile on Instagram.com,
- b. have at least 500 followers on Instagram,

5. By entering into the Agreement and registering as a Publisher, the Publisher warrants that he or she:

- a. has full capacity to enter into contracts or any legal transactions under the laws of his or her country of citizenship and residency, i.e. there can be no legal or factual obstacles to the conclusion of the Agreement,
- b. the conditions laid down in [section 5] above are satisfied,
- c. 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 MEDIA LIMITED shall not 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).

6. The Publisher agrees to fully indemnify and hold IDH MEDIA LIMITED 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 of this Agreement, where the recovery is not prohibited by law. The Publisher shall further indemnify IDH MEDIA LIMITED against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by IDH MEDIA LIMITED 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 MEDIA LIMITED arising out of or in connection with the performance of this Agreement by the Publisher.

7. The Publisher hereby acknowledges that:

a. 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 MEDIA LIMITED which arise, whether directly or indirectly, from a party without the appropriate legal capacity from entering into this Agreement.

4. General Provisions

1. IDH MEDIA LIMITED has developed the Service which makes it possible for Publisher's to earn money for Instagram posts containing text, pictures or video/audio clips, published on the Publisher's account in accordance with the guidelines for Publishers in the course of Advertising Campaigns which constitute the property of the Advertisers.

2. The precondition for participation in a Campaign is the acceptance of the Campaign Rules including the rates for posts published. The Campaign Rules, including the applicable deadlines and remuneration, are tailored for each individual Publisher having regard to the features of the Publisher's Instagram profile (number of followers, target group, image).

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

4. IDH MEDIA LIMITED acts as the intermediary between Advertisers and Publishers; IDH MEDIA LIMITED does not verify or supervise any materials provided by the Advertiser, while the Publisher should verify on his or her own whether publishing posts containing advertising matter is permitted under the laws of the country at 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 the Publisher and the Advertiser. IDH MEDIA LIMITED does not impose on the Publisher any obligations whatsoever insofar as the choice of the Campaigns offered is concerned.

6. 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.

7. 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 which

constitutes Appendix no. 1 hereto (SAMPLE 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.

8. 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 MEDIA LIMITED has notified the Publisher of the forfeiture of the right of withdrawal.

9. In case of the Services, 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.

10. The Publisher has the right to terminate the Agreement at any time by clicking "unsubscribe/remove account" in section "settings".

5. Obligations of the Publisher

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 shall be under an obligation 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 alpha-numeric code (hashtag) and/or (tag).

3. Using dedicated computer software, IDH MEDIA LIMITED shall verify whether the Publisher has performed the allocated tasks. Where activities are performed:

a. without the appropriate hashtag and/or tag being placed,

b. following the lapse of 24 hours from the day of signing up for the given Campaign,

c. in a manner inconsistent with the guidelines for the given Campaign,

d. in a manner inconsistent with the Advertiser's image shall not be tantamount to the (proper) performance of the Publisher's obligations and does not form the basis for the acquisition of the right to receive remuneration.

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 shall be under an obligation 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:

a. 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,

b. goods supplied by the Advertiser in order to perform activities pursuant to Campaign details.

7. The Publisher undertakes:

- a. not to artificially influence or inflate the number of followers of his or her Instagram profile,
- b. reimburse the damage caused by non-performance or improper performance of activities in Campaign (in particular in case of Campaigns mentioned in point. 6.2 herein below equivalent 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.

9. The Publisher undertakes to indemnify and hold IDH MEDIA LIMITED 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, which may hinder or prevent any third parties from using the Service. In the event of the provision of Service being placed at risk for reasons specified in the preceding sentence, IDH MEDIA LIMITED, having first requested the Publisher to cease and desist from infringing activities, may suspend the provision of the Service. In cases where an immediate intervention on the part of IDH MEDIA LIMITED is necessary and where it is impossible to request the Publisher to cease and desist from infringing activities first, IDH MEDIA LIMITED shall be entitled to immediately suspend the provision of the Service, of which IDH MEDIA LIMITED shall promptly notify the Publisher.

12. In consideration for the remuneration named below, the Publisher hereby grants the Advertiser and each Affiliate non revocable, worldwide right and license by all means and on the Internet to use, reproduce, modify, distribute, display and perform works created in connection with Campaign promotional and marketing activities rendered by The Publisher 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 grant the Advertiser the right to use such personal image only in connection with work by the Advertiser and each Affiliate for the purposes defined hereinabove.

6. Remuneration

1. The Advertiser may decide whether the remuneration shall be settled in cash or in in cash and 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 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 constitutes an offer of Advertiser and is determined unilaterally by Advertiser, individually for each Publisher.4. The remuneration of the Publisher shall be settled during settlement periods. The settlement period shall be one calendar month.

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 MEDIA LIMITED and the Advertiser of the performance of obligations of Publishers and on the condition that IDH MEDIA LIMITED has received remuneration from the Advertiser for the given period,

b. a report on the performance of obligations generated by IDH MEDIA LIMITED in accordance with the provisions hereof.

6. The obligation to provide remuneration 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.

7. Remuneration for the Publisher shall be payable to the bank account specified by the Publisher.

8. Remuneration shall, subject to other provisions of this document, be paid to the Publisher only where it constitutes the minimum amount of 10 USD.

9. In case of remuneration which does not exceed 10 USD, the amount in question shall be added to the amount of remuneration for the following settlement period.

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

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

7. Obligations of IDH MEDIA LIMITED

1. IDH MEDIA LIMITED undertakes to perform the Service in the manner in which it is advertised.

8. Liability of IDH MEDIA LIMITED

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDH MEDIA LIMITED MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. IDH MEDIA LIMITED 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 MEDIA LIMITED does not guarantee the proper operation of the Service.

3. IDH MEDIA LIMITED makes the Service available "as is"; although the Service has been tested and provides the intended functionalities, IDH MEDIA LIMITED makes no warranties as to the

proper functioning thereof.

4. IDH MEDIA LIMITED 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 MEDIA LIMITED 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 MEDIA LIMITED 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, Advertiser shall pay the amounts due to the Publisher, provided that the Publisher provides accurate and correct information on his or her bank account.

7. IDH MEDIA LIMITED shall accept no liability whatsoever for any losses or lost profits including indirect losses incurred by the Publisher in the use of the Services.

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

9. Complaints

1. Complaints submitted by the Publisher in connection with non-performance or improper performance of the Agreement shall be sent to IDH MEDIA LIMITED by e-mail to the address: support@indahash.com or in writing, to the address of the registered office of IDH MEDIA LIMITED.

2. IDH MEDIA LIMITED shall endeavour to provide a written response to the complaint within the period of 14 days from the date of receipt thereof, stating whether it accepts the complaint and how it intends to eliminate the infringements specified in the complaint, or, alternatively, informing the complainant of the lack of basis for the complaint and stating the reasons for its position in this regard.

10. Privacy

1. Insofar as IDH MEDIA LIMITED processes the personal data of the Publisher, it shall be a data controller within the meaning of the Data Protection Acts 1988 and 2003.

2. IDH MEDIA LIMITED 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 Publisher is voluntary.

3. Pursuant to cogent provisions on the protection of personal data, each Publisher 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 your information with selected third parties including business partners, suppliers and sub-contractors for the performance of any contract we enter into with you. We may also disclose your personal information to third parties:

- a. In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- b. If IDH MEDIA LIMITED 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.
- c. If we are 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. The information security administrator shall be IDH MEDIA LIMITED, contact: support@indahash.com

6. IDH MEDIA LIMITED shall:

- a. maintain the confidentiality of the personal data of the Publisher and shall process such data, *inter alia*, for the purposes of providing, supporting and maintaining the Service,
- b. 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.

11. Intellectual Property

1. IDH MEDIA LIMITED 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 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 MEDIA LIMITED 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 licences, save for the right to use the Service.

12. Term of the Agreement

1. This Agreement enters into force following the registration of a User as a Publisher.
2. IDH MEDIA LIMITED reserves the right to terminate the Agreement and access to the Service immediately where:
 - a. IDH MEDIA LIMITED 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,
 - b. the Publisher acts dishonestly by artificially generating an interest in his or her profile,
 - c. IDH MEDIA LIMITED 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,
 - d. the Publisher deletes his or her Instagram profile or the profile is otherwise removed,

- e. The instagram.com service discontinues its activities or substantially changes the scope thereof,
 - f. the Publisher fails to join any Campaign for a period of 12 months.
3. IDH MEDIA LIMITED shall promptly notify the Publisher of the termination of the Agreement via e-mail.
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.

13. 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 MEDIA LIMITED 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 MEDIA LIMITED will be that of service-user and nothing in this agreement shall render the Publisher an employee, worker, agent or partner of IDH MEDIA LIMITED 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 MEDIA LIMITED 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 MEDIA LIMITED with regard to the provision or implied provision, non-performance or delays in the performance of any services rendered under the Agreement.
5. The Vienna Convention on the international sale of goods shall not apply to the Agreement.
6. This Agreement is governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland in relation to any dispute (contractual or non-contractual) concerning the Agreement or its terms.