

## **Terms and Conditions – Mindad Media Ltd.**

By using this site, I agree to be bound by, and to comply with, these Terms & Conditions and I am confirming that:

- I have read the following Terms and Conditions.
- I understand all such terms and that these Terms and Conditions, together with all policies are an inseparable part of a binding agreement between me and **Mindad Media Ltd** (the "**Agreement**").
- All the information provided in this application is true and correct and that I will notify Mindad Media of any material changes.
- Mindad Media may not be able to ascertain the appropriateness of any product to me, including due to lack of experience or undisclosed information.
- I have entered full, accurate and truthful details, including my residential address and identity.
- Mindad Media reserve the right, at her sole discretion, at any time without limitation, to change, amend or modify any of the terms and conditions set out in this agreement by posting such information on our website thus making them effective immediately.

## **Preamble**

Mindad Media offers access to its website and services to clients that accept the terms and conditions. By using the website you explicitly confirm that you have read these Terms and Conditions and agree to them.

Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements.

The following terms and conditions apply to all users and **in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time.** You must first read and then accept these Terms and Conditions in order to benefit of the best services provided by Mindad Media and the agreement is effective upon acceptance.

**Do not abuse the license or services provided to you.** By accepting the Terms and Conditions you will be granted a limited license, but you can't deep-link to the website, copy and resell the materials appearing on Mindad Media.

**Do not provide false or inaccurate information.** The license granted will be terminated if we notice that the data you provide is not accurate and you will block the access to the site.

## **Terms and Conditions**

1. The Preamble to these terms and conditions is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and Mindad Media.

You and any person making use of the Site are referred to hereunder as "User" and/or Client.

2. By accessing, visiting and/or using this Site, any person so doing (hereinafter: "User") unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and Mindad Media , and undertakes to fully comply therewith. Any and all activity on, with and/or *via* this Site shall be governed by these Terms and Conditions.

**BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR UNREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.**

**IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES - YOU CANNOT USE Mindad Media 'S SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.**

3. **Permitted Use:** Any User must be legally permitted to engage in usage of this Site under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.

4. **Linking to this Site:** Creating or maintaining any link from another Site to any page on this Site, without Mindad Media's written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply with all applicable laws, rules and regulations and ethical conduct on the internet.

5. **IP and Copyright Notice:** All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on or that can be downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: "**information**" or "**data**"). The information on this Site belongs to Mindad Media or its respective affiliates and suppliers and may not be copied or used without prior approval. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

6. **Force majeure:** Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, suspension, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

7. **Trademarks:** Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of Mindad Media and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade

names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of Mindad Media.

8. **Unlawful usage:** You are prohibited from making any unlawful usage of this Site, and are informed and aware to the fact that in addition to these terms and conditions and any and all policies for usage of this Site, you may and are expected to be subjected to laws and regulations applicable in your or any relevant jurisdiction. Mindad Media does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

9. User undertakes that any and all information provided by him is true, accurate, complete and up-to-date.

10. User undertakes to indemnify, defend and hold Mindad Media harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions;

**11. User acknowledges that the information and numbers presented on Mindad Media's website may contain inaccuracies and can change from time to time, and that Mindad Media will not be held responsible for the accuracy or incompleteness of said information on Mindad Media 's website. User agrees that the use of the website and all the information and material on it shall be at User's sole risk.**

12. The Site may be, at any time and at Mindad Media's sole discretion, be off-line for maintenance or for any other reason, and service may be denied, temporarily and/or continually and/or indefinitely, of any person at no liability to Mindad Media .

**Mindad Media doesn't guarantee that you will be able to access the website at any time and location and it doesn't make any warranties with respect to the web site content.**

13. Mindad Media, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site.

**14. Revisions to these Terms and Conditions:** Without prejudice to the above, User acknowledges and accepts that Mindad Media and its legal advisors are fully entitled at all times to amend, add to and/or revoke any and all of these Terms and Conditions, at its sole discretion, without giving User any notice thereof. Any such amendment, addition or revocation shall become fully effective and binding upon being posted on Site. You should visit this page to review the then current Terms and Conditions binding on you. Certain provisions of these Terms and Conditions may be added to or superseded by legal notices or terms located on particular pages of this Site. These terms and conditions have been last updated on August 4<sup>th</sup>, 2014.

**This means that these Terms and Conditions may be reasonably amended from time to time by us, and shall apply to any user immediately.**

**15. Choice of Law; Jurisdiction:** These Terms and Conditions supersede any other agreement between you and Mindad Media to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of laws. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**16. Dispute Resolution; Arbitration:** The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any

dispute to the courts of its domicile which contradicts said arbitration process.

**This means that UK law shall apply to the Site and services contemplated herein, and that any claim towards Mindad Media must be submitted to appropriate arbitration in London, UK.**

**17. Additional Assistance:** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time.

**This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.**

**18. Our Commitment to Security and Privacy:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. However we cannot guarantee the security of any service offered.

**19. Assignment to Third Parties:** Mindad Media is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including any rights with regards to information or data, wholly or in part, to any third party whatsoever.

**This means that the agreement between User and Mindad Media on the terms set under the Terms and Conditions may be assigned, in full or in part by Mindad Media , but not by the User. These privileges as well as the limitations of liability are Mindad Media's one-sided prerogatives under these Terms and Conditions but this Site would not be feasible without them.**

**20. No Waiver:** Mindad Media's acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to Mindad Media 's legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.

**21. Severability:** Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein.

**This means that if a specific article in these Terms and Conditions is ruled by a competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement.**

**22. How to Contact Us:** Should you have other questions or concerns, please contact us anytime.

## Acceptable Use Policy [AUP]

Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Terms of Service Agreement:

- Unauthorized automated access to the services and systems.
- Any reverse engineering of the software or the services.

### 1. Scope of AUP

- 1.1. The AUP applies to all systems and services offered by Mindad Media, without exceptions.
- 1.2. The AUP applies to everyone, including all clients, users and visitors ("**User**" or "**You**").
- 1.3. The prohibited activities and uses set out in this AUP are not a complete list. If you are unsure about any contemplated action you should contact Mindad Media immediately.

### 2. Automated Access

- 2.1. You may not use, under any circumstances, any software which automatically accesses or operates on Mindad Media's systems, websites or systems, unless such software is officially provided by Mindad Media .

### 3. Prohibited Activities

- 3.1. Mindad Media shall not use, and will take reasonable actions to ensure that no user or third party shall use its systems in any of the following ways:
  - 3.1.1. Fraudulently or in connection with any criminal offense.
  - 3.1.2. To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights.
  - 3.1.3. To cause annoyance, inconvenience or anxiety.
  - 3.1.4. To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
  - 3.1.5. In any way which, in Mindad Media's reasonable opinion, is or is likely to be detrimental to the provision of the Mindad Media service to the

company or any of Mindad Media 's or its shareholders' and/or affiliates' and/or directors and/or lawyers and/or trustees and/or bankers and/or customers and/or business and/or reputation.

- 3.1.6. In contravention of any licenses or third party rights.
- 3.1.7. To attempt to interfere with any Mindad Media service to any user, host or network this includes without limitation:
  - 3.1.7.1. Flooding of networks;
  - 3.1.7.2. DOS (denial of service) attacks of any sort;
  - 3.1.7.3. Deliberate attempts to overload a service and attempts to crash a host;
  - 3.1.7.4. Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences;
  - 3.1.7.5. Resale of services;
  - 3.1.7.6. Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems;
  - 3.1.7.7. For transmitting E-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the security of web sites or user data. This explicitly includes spyware and malware of any sort.
- 3.2. You will not allow use of the System or access to any person who is not a Client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.
- 3.3. The trademarks and logos displayed on the system are registered trademarks of Mindad Media and/or respective persons. Any use of such trademarks may only be allowed after the written consent has been obtained.

#### 4. **Network Security**

- 4.1. You shall not:
  - 4.1.1. Violate or attempt to violate Mindad Media's security or attempt to interfere or interfere with Mindad Media 's networks, authentication measures, servers or equipment.
  - 4.1.2. Attempt to circumvent user authentication or security of any host, network or account which includes accessing data not intended to the recipient, logging onto a server where access is not authorized or probing the security of other networks.
  - 4.1.3. Attempt to gain access to any account or computer resource not belonging to you through Mindad Media's System and/or services.

#### 5. **Violation of this AUP**

- 5.1. Mindad Media shall be entitled to take organisational, automated and discretionary measures to ensure compliance with this AUP and all other rules and policies by all users.
- 5.2. Any right of Mindad Media hereunder, explicitly including the right to impose a sanction, shall not be deemed as to obligate Mindad Media in any way to exercise such right (or impose such sanction).
- 5.3. Failure to exercise any right of Mindad Media herein shall not be deemed a waiver of such right, including the imposition of a specific sanction.
- 5.4. Mindad Media may stop any person from accessing the System and may take such adequate measures as Mindad Media deems necessary to prevent such access, if Mindad Media becomes aware of any circumstances which give reason to believe that a login is being misused.
- 5.5. If you or any other person violate any term of this AUP, Mindad Media may, without notice to Mindad Media and without any liability to Mindad Media and/or its clients and/or any other party:
  - 5.5.1. Require clarifications, authentications, documentations or other proof or details relevant to an investigation.
  - 5.5.2. Prevent Client access to the System for good cause at its discretion.
  - 5.5.3. Repair, rectify and/or rollback Client's transactions to perform restitution for and by Mindad Media's or third party.
  - 5.5.4. Offset, deduct and/or confiscate funds and/or information as required at its discretion in accordance with law and/or any court order or instructions from a competent investigative or law enforcement authority.
  - 5.5.5. Suspend or terminate Mindad Media's use of its systems and/or service; or
  - 5.5.6. Take any action as it considers appropriate.

For the avoidance of doubt, the exercise by Mindad Media of its rights hereunder will not require Mindad Media to compensate the user for loss of access to the Mindad Media 's System and service.
- 5.6. A violation of this AUP by a person having only indirect access to the Mindad Media service through you, will be considered a violation by you, including whether or not the violation was in with your knowledge or consent. You are responsible for any and all actions of its Clients to whom it directly or indirectly provides its services.
- 5.7. Mindad Media may cooperate with system administrators or other network or computing services providers to enforce this AUP or a policy of another provider.
- 5.8. Mindad Media may involve, and will cooperate with, law enforcement if criminal activity is suspected.