

**April 19, 2021**

Please review these terms and conditions of use carefully before using our websites and the services thereon, including, without limitation, [adiktive.com](http://adiktive.com).

This document states the terms and conditions (these “Terms”) upon which, After Twelve Media Llc. a private limited company (“we”, “us” or “our”) allows you to use our services including through and in relation to the [adiktive.com](http://adiktive.com) website (the “Service”). These Terms constitute a contractual agreement between you and us. By visiting, accessing, using, joining, and/or participating in (collectively “using”) the Service, you express and acknowledge your understanding and acceptance of these Terms. As used in this document, the terms “you” or “your” refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates, and any of your or their devices. If you do not agree to be bound by these Terms, navigate away from the Service and cease using it.

WHEREAS, we have developed the Service for users to measure, retrieve, analyze, sort, warehouse, process, and present web traffic data as available to Users through the Service; and

WHEREAS, you own and operate one or more websites, applications, offers, services, and/or properties (each “Your Property” and collectively “Your Properties”); and

WHEREAS, we will grant you the use of the Service in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the recitals and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties make the following agreement:

## 1. Eligibility

1. You must be over eighteen (18) years of age to use the Service unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction. By accepting these Terms you represent and warrant that you are at least the minimum age as required by the previous sentence. Use of the Service is further not permitted where prohibited and you represent and warrant that you are not otherwise prohibited to use the Service.
2. The consideration for your acceptance of these Terms is that we are providing you the Grant of Use to use the Service pursuant to Section 2 hereof. You acknowledge and agree that this consideration is adequate and that you have received the consideration.

## 2. Grant of Use; Termination

1. By accepting these Terms and/or creating an Account (defined below) you understand that you are merely requesting acceptance to the Service and that you will not be permitted full use of the Service until you have been accepted into the Service by us (such acceptance to be terminable in accordance with the terms hereof).
2. Subject to our acceptance of you to the Service, we grant you a non-exclusive, non-transferable, and limited right to access, non-publicly display, and use the Service, including all content and services available therein (the "Content"), on your computer consistent with these Terms.
3. This grant is terminable (including a partial termination or limitation) by us at will for any reason and at our sole discretion, with or without prior notice. Upon termination we may, but shall not be obligated to: (i) delete or deactivate your Account (as defined below), (ii) block your e-mail and/or IP addresses or otherwise terminate your use of the Service, and/or (iii) take any other action to prevent your use of the Service. You may terminate your participation in the Service by providing notice to us at any time. If you terminate for any reason, or if we terminate for cause, including for breach of any of the Participation Conditions (defined below), then we shall not be obligated to pay you any

amounts otherwise owing to you. Upon termination by us, you agree not to use or attempt to use the Service after said termination. Upon termination for any reason, the grant of your right to use the Service shall terminate, but all other portions of these Terms shall survive. Pursuant to the terms herein, including Sections 12 and 13, and without limitation, you acknowledge that we are not responsible to you or any third party for the termination of your grant of use.

### 3. Accounts

1. You must create an account with us (an "Account") to use the Service to its fullest extent. You represent and warrant that all information you provide to us to create your Account is complete and accurate. You shall update such information when it changes or when we request it.
2. By creating an Account on behalf of a company or other entity, you represent and warrant that you have the authority and capacity to enter into these Terms and bind the entity on its behalf.
3. You shall not use another person or entity's Account without authorization. You shall be solely responsible for maintaining the confidentiality of and restricted access to your Account. You shall be solely responsible for all activities that occur under your Account. You shall notify us immediately of any breach of security or unauthorized use of your Account. According to the terms herein, we shall not be liable for any losses resulting from any unauthorized use of your Account and, in addition to Sections 12 and 13 hereof, you hereby indemnify us and hold us harmless for any such unauthorized use. You acknowledge and understand that anyone who gains access to your Account will gain access to all of your data on your Account, including any private content, and the ability to use the Service on your behalf.

### 4. Intellectual Property

1. The Content on the Service and available through the Service, excluding Third Party Content (defined below), but including other text, graphical images, photographs, music, video, software, databases, scripts and trademarks, service marks, and logos contained therein (collectively

“Proprietary Materials”), are owned by and/or licensed to us. All Proprietary Materials are subject to copyright, trademark, trade secret, and/or other rights under the laws of applicable jurisdictions, including domestic laws, foreign laws, and international conventions. We reserve all our rights over our Proprietary Materials.

2. Except as otherwise explicitly permitted, you agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Content.

## 5. Participation Conditions

1. You must satisfy all of the following conditions, as well as the other terms, conditions, and restrictions contained in these Terms, and any other terms, conditions, and restrictions as determined in our sole discretion (including any additional restrictions outlined in the administrative panel on the Service), to qualify for participation and continued inclusion in the Service (collectively, the “Participation Conditions”):

### General Prohibition:

- You may not cheat, defraud or mislead us in any manner.
- You shall not engage in any activities that may be harmful to our image, goodwill, or reputation (whether certain activities meet this definition is in our sole discretion).

### Legal Compliance:

- You may not send, transfer, or otherwise initiate e-mails or other communications in violation of “spam” laws, including, for example, the Can-Spam Act of 2003.
- You may not use the Service in any way that may expose us to liability, whether criminal, civil, or otherwise.
- You may not use the service as a means of exchanging currencies.

Technical Restrictions:

- You may not take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive demands on it.
  - You may not use any automated means, including robots, crawlers, or data mining tools, to download, monitor, or use data or Content from the Service. You may use a provided API instead (subject to the provisions hereof).
  - You may not forge headers or otherwise manipulate identifiers to disguise the origin of any information you transmit to or from the Service.
  - You may not disable, circumvent, or otherwise interfere with security-related features of the Service or features that prevent or restrict the use or copying of any content or which enforce limitations on the use of the Service or the Content.
2. You agree and acknowledge that we may use both manual and automated methods to ensure your compliance with the Participation Conditions. We retain the sole right, at our reasonable discretion, to determine whether you have complied with the Participation Conditions.
  3. We reserve the right to take appropriate action against you for any breach or suspected breach of the Participation Conditions or other unauthorized use of the Service, including civil, criminal, and injunctive redress in addition to termination of your grant of use of the Service. Any use of our computer systems not authorized by these Terms is a violation of these Terms and certain domestic, foreign, and international laws.
  4. Nothing contained in this Section, or any other part of these Terms, shall constitute legal or professional advice regarding any matter referenced herein. You are solely responsible for obtaining your legal advice regarding compliance with any and all applicable laws or regulations.
  5. In addition to termination of the grant of use of the Service, any violation of Participation Conditions, shall subject you to damages including our administrative costs incurred in addressing your violation. If your violation results in legal action (whether against you or us by any party) or physical or

emotional harm to any party, you shall be subject to additional damages for each violation as determined by the court. We may, at our discretion, assign any such damage claim or portion thereof to a third party that has been wronged by your conduct.

## 6. Content on the Service

1. You understand and acknowledge that, when using the Service, you may be exposed to Content from a variety of sources including content made available on the Service by other users, content made available by automated means, or by links to other websites on the internet, including other websites participating in the Service (collectively, "Third Party Content") and that we do not control and are not responsible for any Third Party Content. We assume no responsibility for the content, privacy policies, or practices of the Third Party Content and their owners and operators. Under Sections 11 and 12 herein, we also make no representation and warranty as to the accuracy, completeness, or authenticity of information of the Third Party Content and we shall not be liable for any and all liability arising from your use of any Third Party Content.
2. We claim no ownership or control over Third Party Content. Third parties retain all rights, responsibilities, and liabilities to Third Party Content and they are responsible for protecting their rights as appropriate.
3. You understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or otherwise objectionable or may cause harm to your computer systems and, without limiting the other limitation of liability provisions herein, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto.
4. You understand and acknowledge that we assume no responsibility whatsoever for monitoring the Service for inappropriate Content or conduct. If at any time we choose, in our sole discretion, to monitor such Content, we assume no responsibility for such Content, have no obligation to modify or remove any such Content (including Third Party Content) and assume no

responsibility for the conduct of the users submitting any such Content (including Third Party Content).

5. Without limiting the provisions below on limitations of liability and disclaimers of warranties, all Content on the Website is provided to you “AS-IS” for your use only as contemplated by these Terms and you shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit for any other purpose whatsoever the Content without the prior written consent of the respective owners/licensors of the Content.
6. You acknowledge that we may in our sole discretion refuse to publish, remove or block access to any Content for any reason, or for no reason at all, with or without notice.

## 7. The End-users’ Data

1. By using the Service, you may collect or use some data regarding the activities of end-users. This data may include information about IP addresses, session-based browsing behavior, device-related data (the „Data”). The Service does not collect data that by itself identifies an individual such as name, address, phone number, email address. Detailed information regarding types of data of end-users that may be collected or used by you through the Service is specified in the Service’s Data Processing Agreement referred to in point 2. below and in the Service’s Privacy Policy. You shall note that any references to “end-users” mean the end-user of an internet-connected device, such as a visitor to a web page, a user of a mobile app, or a user of an IoT device, or a visitor on an advertisement or campaign webpage.
2. If any Data is personally identifiable information or personal data, as such term is defined under the EU General Data Protection Regulation 2016/679 (the “Personal Data” and “GDPR” respectively), and the processing thereof, shall be governed under the terms and conditions outlined in the Service’s Data Processing Agreement (the “DPA”). The DPA is an integral part of these Terms and Conditions. Unless otherwise explicitly agreed in writing by the parties, it is agreed and acknowledged that with respect to the Personal Data included in the Data processed in connection with the Service, you shall be

considered as the “Controller” or the “Processor” of the Personal Data and the Service shall be considered as the “Processor” or the “another Processor” (the “Sub-Processor”), as applicable, according to the terms defined under the GDPR and the DPA. You represent and warrant that the Service is permitted to collect, use and transfer Data on your behalf to provide the Service according to the terms defined under DPA.

## 8. Your Notification Obligations

You agree to immediately notify us of any of the following:

1. Whether there are any inquiries or concerns by any persons regarding any potentially illegal activities or activities in contravention of the Participation Conditions to you.
2. If you receive any inquiries, requests for information, complaints, cease and desist notifications in any way related to your use of the Service and relating to obscenity, child pornography, SPAM complaints, copyright infringement, trademark infringement, unfair or deceptive trade practices, misleading search terms, invasion of publicity or privacy, fraud (including credit card fraud), any other criminal investigation inquiry (unless you are prohibited from doing so by law), any civil investigation or litigation or any civil or criminal subpoena.

## 9. Intellectual Property Claims

1. We respect the intellectual property rights of others. You may not infringe the copyright, trademark, or other proprietary informational rights of any party. We may in our sole discretion remove any Content we have reason to believe violates any of the intellectual property rights of others and may terminate your use of the Service if you submit any such Content.

## 10. Privacy Policy

1. We retain a separate [Privacy Policy](#) and your assent to these Terms also signifies your assent to the Privacy Policy. We reserve the right to amend the Privacy Policy at any time by posting such amendments to the Service. The top of the Privacy Policy will indicate the date that amendments were last made. No other notification may be made to you about any amendments, so periodically check the Privacy Policy for changes. Your continued use of the Service following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.

## 11. Modification of These Terms

1. We reserve the right to amend these Terms at any time by posting such amendments to the Service. The top of the Terms will indicate the date that amendments were last made. No other notification may be made to you about any amendments. YOU ACKNOWLEDGE THAT YOUR CONTINUED USE OF THE SERVICE FOLLOWING SUCH AMENDMENTS WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDMENTS, REGARDLESS OF WHETHER YOU HAVE ACTUALLY READ THEM.

## 12. Indemnification and Release

1. To the fullest extent of the law, you accept full responsibility for, shall indemnify us and hold us harmless for any threatened, pending, or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing inquiry or investigation that we believe may lead to the institution of any such action, suit, proceeding or alternative resolution mechanism, whether civil, criminal, administrative, investigative or otherwise (hereinafter, collectively, a "Claim") or any other damages that we suffer because of, connected to, or arising in part or in whole out of any aspect of your use of the Service, including your breach of these Terms (including the Participation Conditions). You shall indemnify us against any and all expenses, losses,

claims, damages, and liabilities, joint or several, including, without limitation, attorney's, investigation, legal, court, and other out-of-pocket obligations, fees and costs, and costs of being a witness, incurred because of, in connection with or arising in part or in whole out of such a Claim or for any other damages that we may suffer out of any aspect of your use of the Service, including your breach of these Terms (including the Participation Conditions).

2. In the event of a Claim under this Section, we shall be permitted to select legal counsel in relation to such a Claim. We reserve the right to participate in the proceedings of any Claim subject to indemnification from you, but we shall have no obligation to do so. You shall not settle any such Claim without our prior written consent, which we shall not unreasonably withhold.
3. If you are involved in a dispute with any third parties, including any other users of the Service, you hereby release us, our officers, employees, agents, and successors-in-right from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service.
4. You understand and acknowledge that we will charge, on an hourly basis, for any and all time spent responding to any third-party complaints, disputes, claims, or actions involving you. You agree to promptly pay any and all such amounts.

## 13. Disclaimer of Warranties and Limitations of Liabilities

READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

1. The Service may contain links to third-party websites which are independent of us. We assume no responsibility for the content, privacy policies, or practices and make no representation or warranty as to the accuracy, completeness, or authenticity of information contained in any third-party websites. We have no right or ability to edit the content of any third-party websites. You acknowledge that we shall not be liable for any and all liability arising from your use of any third-party websites.

2. You expressly agree that your use of the Service is at your sole and exclusive risk. The Service is provided “ AS-IS ” and without any warranty or condition, express implied, or statutory. We specifically disclaim to the fullest extent any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, information accuracy, integration, interoperability, and quiet enjoyment. We disclaim any warranties for viruses or other harmful components in connection with the Service. Some jurisdictions do not allow the disclaimer of implied warranties, therefore, in such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.
3. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICE, WHETHER, WITHOUT LIMITATION, SUCH DAMAGES ARISE FROM (i) YOUR USE, MISUSE OR INABILITY TO USE THE SERVICE, (ii) YOUR RELIANCE ON ANY CONTENT ON THE SERVICE, (iii) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE SERVICE, (iv) THE TERMINATION OF THE SERVICE BY US, OR (v) THE TEMPORARY OR PERMANENT SHUTDOWN OF OTHER WEBSITES PARTICIPATING IN THE SERVICE. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LIABILITY. THESE LIMITATIONS ALSO APPLY FOR DAMAGES INCURRED BECAUSE OF OTHER SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW SOME LIMITATIONS OF LIABILITY, THEREFORE, IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU OR BE LIMITED.
4. WE DO NOT WARRANT THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (v) ANY ERRORS IN CONTENT WILL BE CORRECTED.

5. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU, YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH CONTENT.
6. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE OR ANY OTHER GRIEVANCE SHALL BE THE TERMINATION OF YOUR USE OF THE SERVICE. OUR LIABILITY UNDER THESE TERMS IS LIMITED TO THE LESSER OF: (A) \$100; AND (B) THE TOTAL AMOUNTS YOU PAID TO US IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. TO THE EXTENT ANY PROVINCE, STATE, OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IN SUCH PROVINCE, STATE, OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL THE MAXIMUM LIABILITY OF US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE EXCEED \$100.

## 14. Legal Disputes

1. To the maximum extent permitted by law, these Terms as well as any claim, cause of action, or dispute that may arise between you and us, are governed by the laws of the United States without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY YOU AGAINST US, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF THE COURTS

LOCATED IN DELAWARE. FOR ANY CLAIM BROUGHT BY US AGAINST YOU, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL JURISDICTION IN AND THE VENUE OF THE COURTS IN DELAWARE AND ANYWHERE ELSE WHERE PERSONAL JURISDICTION OVER YOU CAN BE FOUND. You hereby waive any right to seek another venue because of an improper or inconvenient forum.

2. YOU AGREE THAT YOU MAY BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.
3. You hereby agree that as part of the consideration for these terms, you are hereby waiving any right you may have to a trial by jury for any dispute between you and us arising from or relating to these Terms or the Service. This provision shall be enforceable even in the case that any arbitration provisions or any other provisions of this section are waived.

## 15. General Terms

1. Relationship of Parties. No partnership, joint venture, agency, franchise, sales representative, or employment relationship is intended or created by these Terms. You have no authority to make or accept any offers or representations on our behalf. You shall not hold yourself out as our agent. You shall not take any action or make any statement that contradicts anything in this sub-section.
2. Third-Party Rights. Nothing in these Terms is intended, nor will be deemed, to confer rights or remedies upon any third party.
3. Merger. These Terms (including those documents incorporated herein by reference), as amended from time to time, constitute the entire agreement between you and us and supersede all prior agreements between you and us and may not be modified without our written consent.
4. Waiver. Our failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right.
5. Severability. If any part of these Terms is determined to be invalid or unenforceable according to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that

most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

6. Independent Investigation. You acknowledge that you have read these Terms, including any additional documentation, and agree to its terms and conditions. You acknowledge that you have independently evaluated the desirability of entering into these Terms and are not relying on any representation, guarantee, or statement other than as outlined in these Terms. You acknowledge that you have the right to review these Terms with your attorney before you enter into it and that nothing herein and no statement by us or any person associated with us has in any way prevented or inhibited you in any way from seeking such advice before agreed to these Terms.
7. Assignment. These Terms are not assignable, transferable, or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. We may resell, assign or transfer our rights and obligations under these Terms at any time without restriction and notice to or consent from you.
8. Notice. You agree that we may provide you with notices by e-mail, regular mail, or postings to the Service. Notice is deemed to be delivered by you when it is sent by us. Except as explicitly stated otherwise, notices to us must be delivered via e-mail to [info@adiktive.com](mailto:info@adiktive.com) and will be deemed to be delivered when actually received by us.
9. Force Majeure. Neither party shall be held responsible for reasonable delay or failure in performance of any obligation under these Terms caused by acts of natural disasters, terrorism, strikes, embargoes, fires, war, or other causes beyond the affected party's reasonable control.
10. Construction. The section titles in these Terms are for convenience only and have no legal or contractual effect. As used in these Terms, the term "including" is illustrative and not limitative.
11. Language. If this agreement is translated and executed in any language other than English and there is any conflict between the translation and the English version, the English version shall control.