

# Public Offer for the provision of services

## SSP MovieAds

Tallinn

02.02.2022

This document is an offer from MovieAds OÜ (Reg: 16434344, VAT: EE102462313) (hereinafter referred to as "MovieAds") to conclude an agreement for participation in the MovieAds SSP Platform on the terms and conditions set forth in this document (hereinafter referred to as the "Offer").

### 1. TERMS AND DEFINITIONS

1.1. For the purposes of this document, the following terms have the following meanings:

*Acceptance of the Offer* – full and unconditional acceptance of the Offer by performing the actions provided for in clause 2.1.2. and point 2.1.3. of this Offer, which implies the unconditional acceptance of all the conditions stipulated by this Offer.

*MovieAds SSP Platform Agreement* – an agreement for the provision of Services between the Owner of the site (project, application, video player) and MovieAds, which is concluded by Accepting the Offer.

*Offer* – this document, MovieAds SSP Platform Offer Agreement, posted on the Internet at <https://movieads.eu/offer.pdf>

*Parties* – MovieAds Company and Partner.

*Partner* – i) an individual or ii) a legal entity that accepts the Offer and legally owns the Partner's Resources and / or has the right to use the Partner's Resources in accordance with the concluded Agreement.

*Partner's resources* – information resources on the Internet and / or programs (including for mobile devices), as well as their content or other components, connected by the Partner to the MovieAds SSP Platform in agreement with MovieAds. In some cases, the Partner's resources, including their constituent elements, may be provided by the Partner to Internet users using MovieAds software and hardware.

*Trial Period* – means the period during which MovieAds and the Partner carry out non-commercial interaction and which precedes the first reporting period. The purpose of the Test Period is to create and test the Promotional Code by the Partner. The Affiliate's account balance

during the Trial Period is for technical and reference purposes only, and as such MovieAds is under no obligation to pay any money to the Affiliate during the Trial Period.

*SSP MovieAds Platform / MovieAds System* – is a technological platform that provides the interests of advertising sites on the Internet, which is a set of software and hardware tools used by the Partner and designed, among other things, to provide the possibility of placing and managing the placement of Advertising Materials. The MovieAds system provides accounting for the fulfillment by the Parties of mutual obligations under the Agreement and contains all the information necessary for the interaction of the Parties, including Statistics.

*Advertising Code / MovieAds Code* – a software module (including in the form of an SDK) embedded in the HTML code of a web page and/or program code designed to access and display Advertising Materials.

*Advertising space* – a space allocated on the Partner's Resource in the design of the web page or in the program interface (including for mobile devices) for placing Advertisements.

*Advertising, Advertising materials* – advertising materials (including the codes (hyperlinks) included in them) containing text, graphics, audio and / or video materials, as well as any combination thereof (permitted by the Terms of Participation), posted by MovieAds, or by third parties, with which MovieAds has entered into relevant agreements. The format of advertising materials is determined by the Parties through the Partner Interface

*SDK* – a type of Advertising Code, which is a software module embedded in an application for mobile devices, designed to call and display Advertising Materials on mobile devices.

*User* – any person who is a visitor to information resources on the Internet and/or a user of the program (including for mobile devices), in particular, the Partner's Resources.

*Display* – display/placement of Advertising material on the agreed Partner's Site.

*Click* – is a user's access to a hyperlink contained in an Advertisement.

*Link* – a special text and/or image included in the Advertising Material, designed to redirect Users who accessed it by clicking to the Internet resource, the address (URL) of which is specified by the Advertiser for this Advertising Material.

*Personal Account* – the Partner's account in the MovieAds System, which is a means of providing information about the mutual obligations of the Parties and allowing the Partner to access Statistics data in real time. Access to the Personal Account is carried out by the Partner by entering a login and password through the user interface of the MovieAds System, independently determined by the Partner during registration.

*Partner's resource* – websites, applications, mobile sites, mobile applications and other means owned and/or administered by the Partner and available to Users for viewing and/or interaction through Users' end devices.

*Advertiser* – a person who has entered into an agreement with the Company for the placement of Advertising Materials through the MovieAds System.

*Statistics* – data on the volumes, parameters, the amount of the Partner's remuneration, as well as other data generated by the MovieAds System in relation to the placement of Advertising Materials.

*Video Player* – is a specialized program that allows a person using the Player to make the Content available to the public in an audiovisual or other form compatible with the Player, provide the ability to interact with the Content to Users, and also place in the Content provided to Users through the Player, the MovieAds Advertising Code and display Advertising. At the discretion of MovieAds, the Player may also contain other features available for Partner's use.

*Reporting period* – 1 (one) calendar month. At the same time, the first and last reporting periods are equal to the period of time from the moment of signing (termination) of the contract until the expiration of a full calendar month. In the event of termination of this Agreement for any reason, the last Reporting Period is equal to the period from the end of the last full calendar month until the termination of the Agreement.

*Redirect* – is a browser redirection from one web page to another.

*Gambling* – is a pathological addiction to gambling.

*Content* – information presented in the form of text, graphics, images, audio and / or video materials or any combination of them, which may also contain code (hyperlinks) included in them.

1.2. The Offer may use terms not defined in clause 1.1. In this case, when interpreting such a term, one should be guided by the interpretation of the term defined: first of all – by the current legislation, then – by the prevailing (common) on the Internet.

## **2. TERMS OF SERVICE**

2.1.1. Partner has registered as a user on the website **movieads.eu**.

2.1.2. For individuals – insert true personal data, according to the form in the MovieAds system, including full details, the form is available after registration in your personal account; at the same time, the Company has the right to request, and the Partner undertakes to provide,

documents confirming the identity and authenticity of the data specified in the personal account about the Partner, including the data left by him during registration;

2.1.3. For legal entities – the full company name of the organization, legal and postal address, full name, surname, patronymic of the person authorized to conclude the Agreement on behalf of and in the interests of such a legal entity. The agreement is concluded in writing or electronically (if both parties have the right to enter into such agreements), agreeing on the terms of the agreement with a representative of MovieAds.

2.1.4. Individual Affiliate shall provide, when MovieAds request, scanned copies of all pages of the Affiliate's passport or any other document confirming the Affiliate's resident status in the country specified by the Affiliate on the registration form.

2.1.5. Legal Entity Partner must provide, upon request by MovieAds, a scanned copy of the legal entity registration certificate or an extract from the trade register of the country in which the Legal Entity Partner is resident.

2.1.6. The Partner is obliged to coordinate his resources with the MovieAds employee on which the services will be provided.

#### **Requirements:**

- The minimum size for video players is 600 pixels wide at a 16:9 aspect ratio (width and height).
- Video players that can display video ads must be placed only on sites intended for the consumption of video content, that is, the main content of the site is video content or the site contains a special section with video content.
- Attendance of the resource must be at least 1000 users per day.

2.1.7. MovieAds has the right to refuse to cooperate with the Partner's Resource without explaining the reasons for the refusal.

2.2. The Partner guarantee that:

2.2.1. the provision of the Services does not contradict the law, or the obligations of the Partner to third parties, and that the Services in no way constitute a violation of the rights and legitimate interests of third parties;

2.2.2. owns the Partner's Resources and / or has the right to use them in accordance with the terms of this Offer, and is also fully responsible for the content of the Partner's Resources.

2.2.3. The Partner undertakes to ensure that the content of the Owner's Resources complies with the current legislation of Estonia, the legislation of the Russian Federation and the legislation of the CIS countries, as well as other countries (if applicable), as well as compliance with their requirements specified in this Offer and the Participation Rules during the term of the Agreement.

2.2.4. The Partner undertakes to install and ensure the functioning of the Advertising Code and/or the Software on the Partner's Resources.

When the Partner's Resource is loaded and viewed by the User, the MovieAds Code makes an automatic request to the MovieAds System, which, after processing such a request, uses its own algorithm to determine Advertising Materials that meet the placement parameters specified by the Advertiser and can be placed on the relevant Partner's Resources. The MovieAds system (in accordance with the algorithm of its work) determines the possibility or impossibility of displaying Advertising Materials on the relevant Resource.

However, Affiliate shall ensure that advertising codes from other ad management systems do not interfere with the MovieAds Code or modify MovieAds Advertising Materials placed on Affiliate Properties through the MovieAds System.

However, MovieAds does not guarantee uninterrupted operation of the Software and/or the MovieAds Code.

2.3. The Partner's resource must meet the following requirements:

- it is not allowed to mention porn topics on the player placement pages, as well as in the page address;
- any topics and propaganda that do not comply with the law (gambling, ludomania, suicide, child porn, porn, and so on) are not allowed;
- Callings for violence, racism, immoral behavior are not allowed;
- The average number of visits to the Resource is at least 1000 people per day for Advertising Materials supported by the MovieAds System, in individual cases the conditions are negotiable and depend on the quality of the content on the Resource;
- The resource is located on a paid hosting; the mobile app is available in the official app stores;
- Resources containing information about narcotic substances and related products is not allowed;
- Resources containing offensive materials and profanity are not allowed;
- Resources violating the rights and legally protected interests of third parties are not allowed;

- Resources containing extremist materials, as well as resources and materials that prevent the full operation of the MovieAds Service are not allowed;
- Resources containing viruses and phishing sites/links or other malicious programs are not allowed;
- Resources containing encrypted code or malicious code, or links to malicious code are not allowed;
- Resources producing a redirect to any other pages, files are not allowed;
- Resources containing prohibited methods of attracting traffic are not allowed;
- Eye-catching bright, blinding, intense blinking, dubious content, deliberately false information, negative images and videos are not allowed around the MovieAds video player;
- it is not allowed to have audio recordings of dubious content, carrying deliberately false, negative information, no sound effects are possible without initialization by the user;
- elements that cover the active area of the MovieAds video player or sound effects that overlap audio tracks in video ads are not allowed;
- program code, buttons, dice and other elements that allow you to hide, hide, close, stop showing the MovieAds video player or video ads in it in any way are not allowed;
- any messages calling for muting, pausing, or forcing a MovieAds video ad to close are not allowed;
- placement in the footer (footer) of the site is not allowed;
- it is not allowed to place outside the first screen and the main focus of the player's user with autorun;
- it is not allowed to launch by program code without the participation of real users of the Media space (bot activity);
- it is not allowed to force the presence of the MovieAds video player out of the user's visibility zone for more than 10% of the time the advertisement is shown;
- the MovieAds video player must not be hidden, reduced or otherwise limited in visibility to the user;

2.4. For the purpose of displaying or tracking an Advertisement, when the User visits the Partner's Resources, cookies (or other means of tracking) may be installed to allow MovieAds to receive information about the User's behavior on the Partner's Resources. In the case of the use of other means than cookies, the Partner undertakes to transfer to MovieAds information about such means of support as part of the call to place an Advertisement.

Partner undertakes to provide the Users with all the necessary information about the installation of cookies (or the use of other means of support) and the use of data obtained using cookies (or other means of support), and guarantees that it will ensure that the consent of the Users to the installation of cookies (or other means of support) is obtained. maintenance) and the use of data obtained with their help.

Partner also guarantees that the placement or use of cookies (or other means of accompanying) for the purposes specified in this paragraph does not contradict the legislation governing its relationship with Users, or that it has taken all the necessary actions provided by law to allow the installation of cookies (or other means of support) and the use of data obtained with their help.

2.5. Partner undertakes not to develop changes in any technical characteristics of the Partner's Resources, their content, elements or components, resulting in a discrepancy between the forms of the Advertising Places of the acceptance of the Agreement, as well as transferring the impact of the Services by the Partner. If the Partner changes the theme of any of the Partner's Resources, he pays on the day the changes are made, notifies MovieAds in writing (including by e-mail).

2.6. MovieAds may at any time refuse to place Advertising Materials on any of the Partner's Resources, including due to the non-compliance of such resource with the requirements specified in the Agreement, in case of low efficiency of placement of Advertising on it, in case MovieAds receives claims and/or complaints from advertisers or other third parties for non-compliance with the legislation of the content of the relevant Partner's Resource, as well as without giving reasons, by notifying the Partner of such a refusal by e-mail and/or using the Personal Account by changing the status of the Partner's Resource in it.

2.7. MovieAds provides the Affiliate with access to the Personal Account in order to control the provision of the Services and get acquainted with the Statistics. Wherein:

2.7.1 Statistical data are recognized by the Parties as Confidential Information;

2.7.2. Access to the Personal Account is carried out using the unique login and password of the Partner. The Partner has the opportunity to independently set and change the password used to access the Personal Account;

2.7.3. The Partner is solely responsible for maintaining the confidentiality of the registration data (login and password). All actions performed using the login and password of the Partner through the Personal Account are recognized as committed by the Partner. The Partner is solely responsible to a third party for all actions performed using the Partner's login and password. MovieAds is not responsible for access or unauthorized access to the Personal Account by a third party, as well as for violation of the functionality of the Personal Account.

2.7.4. The Parties acknowledge that for the purposes of this Agreement, in particular, to confirm the list of Services provided in accordance with the subject of the Agreement, as well as from the moment of commencement and period of provision of the Services, only MovieAds statistics data should be used.

2.8. The Affiliate reserves the right to suspend or terminate the placement of Advertising Materials if the Affiliate considers that such action is necessary to prevent errors, or to exclude or limit the liability of the Affiliate, or to terminate or prevent a breach of the Agreement.

2.9. The Parties acknowledge that for the purposes of the Offer (Agreement), including when calculating the remuneration, any artificially (bad faith) reproduced (automatically or manually) clicks and impressions, all methods of creating which are incorrect, dishonest, are strictly prohibited, are not taken into account.

**At the same time, the Partner, when executing the Agreement, undertakes:**

2.9.1. directly or indirectly do not create requests, not perform Impressions or Clicks on any pages of your resource and Advertising (independently or through the involvement of third parties) manually and / or using any possible software and hardware, including by using any automatic methods of reproducing impressions and Clicks (multiple Clicks, use of agent programs, etc.), but not limited to the above;

2.9.2. do not change the hyperlink addresses contained in the Advertisement, including hyperlinks used for Interaction with video advertisements, do not otherwise change the user's redirection from the Advertisement, do not replace or in any other way interfere with the User's access to the pages (sites) to which the hyperlinks in the Advertisement lead when the User accesses (clicks) on such an Advertisement;

2.9.3. do not delete, edit, collapse the Advertisement, apply filters to it, change the order, appearance and other characteristics of the display of the Advertisement on the established Advertising Spaces.

2.10. Advertising materials placed under the Offer must comply with the requirements of the current legislation. If, in the opinion of the Partner, the placement of any Advertising Materials is contrary to the norms and requirements of the current legislation, or has resulted or may result in the filing of claims regarding the violation of the legal rights of third parties, the Partner has the right to send an appropriate reasonable request to stop or suspend the placement of such Advertising until the settlement MovieAds disputes with third parties.

2.11. The Parties acknowledge that the MovieAds SSP Platform is the only means to determine the algorithm and terms of the Services.



2.12. The Partner undertakes, for a fee, the amount and payment procedure of which are determined in accordance with the terms of the Agreement, to provide MovieAds with the services of placing Advertising Materials provided through the MovieAds SSP Platform.

2.13. The Partner cannot register in the MovieAds System and get access to the Personal Account without confirmation of acceptance of the terms of the Agreement.

2.14. By accepting all the conditions in the Agreement, the Partner acknowledges and confirms that he has read and fully agrees with the MovieAds Advertising Network Offer Agreement.

2.15. Acceptance of the Terms of Service with reservations is not allowed.

2.16. The current version of the Agreement is posted on the website <https://movieads.eu/offer.pdf>. ("Contract Offer"). The Company has the right to change and supplement the Agreement at any time. The Partner undertakes to familiarize himself with the terms of the Agreement on a regular basis. Changes to the Agreement come into force from the date of their publication, while MovieAds notifies the Partner of the changes made by any available means, including notification by e-mail.

2.12. The Offer Agreement itself comes into force from the day following the day of its publication on the company's website <https://movieads.eu/> and is unlimited.

2.13. MovieAds has the right to cancel the Agreement at any time without giving reasons.

### **3. REMUNERATION AND PAYMENT PROCEDURE**

3.1. MovieAds undertakes to pay the Affiliate a fee for the Services (the "Reward"), determined by the Company in its sole discretion and subject to the auction principle of the MovieAds SSP Platform.

3.2. The remuneration, as well as the period for the provision of the Services, is determined solely on the basis of the Statistics data available through the MovieAds personal account. The Company provides the Affiliate with access to a report containing data on the calculation of the Remuneration in the relevant Reporting period through the MovieAds System (the "Report"). The amount of the Reward indicated in the personal account includes taxes at the rate in accordance with the current legislation of Estonia (if applicable).

3.3. All taxes, duties and other fees or mandatory payments provided for by the legislation applicable to the Partner shall be paid at his expense. The amount of remuneration under the Agreement does not change.

3.4. Payment is made according to the following schedule:

- For the period of work from the 1st to the 15th day of a calendar month, payment is made from the 16th to the 30th day of the same month.

- For the period of work from the 16th to the 31st day of the calendar month, payment is made from the 1st to the 15th day of the month following the reporting month.

3.5. All settlements under the Agreement are made in Russian rubles, or in another currency, if necessary (the conversion rate is set on the day of payment, according to the exchange rate of the National Bank of Estonia)

3.6. Changing the amount of remuneration, unless otherwise specified in the Offer, is possible only by additional written agreement of the Parties.

3.7. The Company's obligation to pay the Remuneration is considered fulfilled from the moment the remuneration is paid to the Partner.

3.8. Unless otherwise expressly stated in this Agreement, the Party that is a creditor for a monetary obligation from this Agreement does not have the right to demand from the other Party interest on the amount of debt for the period of using the funds, with the exception of interest that is a measure of liability provided for by law or this Agreement.

3.9. Payment is made automatically.

3.10. If the payment details were specified incorrectly and the payment was made to the wrong account and was received, then MovieAds will not reimburse the Site Owner for the losses incurred.

3.11. If the payment details were not specified in the Affiliate's personal card at the time of payment by MovieAds, no payment will be made, unless otherwise agreed.

3.12. Payment of remuneration can be made only according to the data that is indicated in the statistics in the Partner's personal account and only for those sites that have been moderated and approved by MovieAds.

3.13. In order to avoid discrepancies in the statistics, the Partner undertakes to regularly monitor the statistics on impressions and profitability of registered sites in his personal account and undertakes to immediately report the existence of discrepancies in the statistics of the MovieAds system in relation to other statistics systems.

3.14. The partner is solely responsible for declaring the income received in the process of cooperation with MovieAds to the tax authorities of his state.

## **4. GUARANTEES**

- 4.1. By accepting the Offer, the Owner represents and warrants to MovieAds that:
- 4.2. The Partner provided valid and reliable information, including personal data, bank details and details of a virtual account (electronic means of payment) when registering as a user in the MovieAds SSP Platform.
- 4.3. The Partner agrees that MovieAds will collect, store, process and transfer the Partner's personal data on the territory of the Republic of Estonia and beyond, specified during registration on the MovieAds website and / or upon conclusion of the Agreement, including with MovieAds performing the following actions, including , but not limited to: collection, systematization, accumulation, storage, modification (updating, correction), use, distribution (including wide distribution), depersonalization, blocking and destruction of personal data, for the purposes of concluding and executing the Agreement.
- 4.4. The Partner confirms that he: a) has fully read the Offer, b) fully understands the subject matter of the Offer and the Agreement, c) fully understands the meaning and consequences of his actions to conclude and execute the Agreement.
- 4.5. The Partner has the proper legal capacity to accept the Offer and conclude and execute the Agreement.

## **5. LIABILITY AND LIMITATION OF LIABILITY**

- 5.1. For violation of the Agreement, the Parties shall be liable under the Agreement and / or the current legislation of the Republic of Estonia.
- 5.2. Under no circumstances shall MovieAds be liable under the Agreement for: a) consequential damages and/or loss of profit by the Partner or third parties, regardless of MovieAds' ability to foresee the possibility of such damages; b) use / inability to use by the Partner access to the Personal Account or failures on the Internet, or one or the other partially.
- 5.3. The total amount of MovieAds' liability under the Agreement, including the amount of fines (collections and fines) and/or recoverable damages on a claim or claims in relation to the Agreement or its execution, is limited to 5% of the cost of the Services under the Agreement
- 5.4. The Parties shall not be liable for partial or complete failure to fulfill obligations under the Agreement, if such failure occurs due to force majeure circumstances (force majeure) that arise after the conclusion of the Agreement, or if the failure by the Parties to fulfill obligations under

the Agreement was the result of extraordinary circumstances that the Parties could not foresee or prevent by reasonable means.

5.5. The Partner is fully responsible for a) compliance with all legal requirements when providing Services under the Agreement (including posting the necessary notes and legal disclaimers for Users of the Partner's Resources, namely, when using cookies, etc.), b) the accuracy and the reliability of the information provided when registering as a MovieAds user.

5.6. In case of violation of the terms of payment under the Agreement, the Partner may require MovieAds to pay a penalty in the amount of 0.1% of the unpaid amount for each day of delay, but not more than 5% of the unpaid amount.

5.7. In case of violation by the Partner of the requirements of clause 2.9.3. of the Agreement, MovieAds has the right to refuse to perform the Agreement and immediately terminate the Agreement unilaterally out of court, while the Services in the reporting period in which such a violation was recognized by MovieAds are considered not provided and MovieAds is not subject to payment for such a reporting period. The Agreement in this case is considered terminated from the moment MovieAds sends a notice of termination of the Agreement by e-mail.

## **6. VALIDITY AND MODIFICATION OF THE TERMS OF THE OFFER**

6.1. MovieAds reserves the right to make changes and additions to the Offer and / or cancel the Offer at any time at its sole discretion. If changes are made to the MovieAds Offer, such changes come into force at the time the amended text of the Offer is posted on the Internet at <https://movieads.eu/offer.pdf>, unless a different date for the entry into force of such changes is indicated when posting.

## **7. TERMINATION OF THE AGREEMENT**

7.1. The contract may be terminated:

7.1.1. at any time by agreement of the Parties;

7.1.2. MovieAds immediately by sending a written notice to the Partner in case of violation by the Partner of the terms of the Offer;

7.1.3. either Party after sending the other Party a written notice by e-mail or fax no later than 5 (five) business days;

7.1.4. on other grounds specified in the Offer and/or current legislation;

7.1.5. In case of violation by the Partner of the requirements of clause 2.9.3. Agreements

7.1.6. The obligations of the Parties under the Agreement, which by their nature should remain valid (including obligations regarding confidentiality, payment procedure, use of information, personal data protection, but not limited to the above), remain valid after termination of the Agreement.

7.1.7. Termination of the Agreement for any reason does not relieve the Parties from liability for violation of the terms of the Agreement that occurred during the term of its validity.

## **8. OTHER TERMS**

8.1. The Offer and the Agreement, their conclusion and execution are governed by the legislation of the Republic of Estonia. All unforeseen or incompletely foreseen issues are governed by the substantive law of the Republic of Estonia. If the dispute between the Partner and MovieAds in relation to the Agreement is not resolved during negotiations between the Parties, it shall be considered exclusively in the courts of general jurisdiction in Tallinn, Estonia.

8.2. The Parties hereby agree that the conditions for maintaining confidentiality and data protection (including personal data) specified by the Partner when registering on the MovieAds website and / or when concluding the Agreement do not apply to the use of such MovieAds data for the purposes of issuing Electronic Reports related to with the Services. Data (including personal) and information provided by the Partner must be indicated in the mentioned documents.

8.3. The Affiliate shall promptly notify MovieAds of changes in the legal (actual) address, legal status and / or bank details by e-mail, as well as provide copies of certain documents confirming the relevant changes.

8.4. If one or more of the terms of this document are held to be invalid and unenforceable for any reason, such invalidity shall not affect the validity of any other terms of the Offer, which shall remain in full force and effect.

## 9. DETAILS OF MovieAds OÜ

Name: MovieAds OÜ

Reg.: 16434344, VAT: EE102462313

e-mail: info@movieads.eu

Bank name: AS SEB Pank

SWIFT: EEUHEE2X

Banking account: EE081010220294141228