

# MAGIC BOOST NETWORK TERMS AND CONDITIONS

## ADVERTISER

The Magic Boost Network and Company's Websites (the "**Services**") are owned and operated by Magic Square Int Ltd (the "**Company**", "**we**", "**us**" or "**our**"). By signing up as an Advertiser and by using the Services and any content, services or offers provided therein, you are entering into and accepting these Terms, which incorporate Companies' policies (including the [Privacy Policy](#)) and any and all appendices, attachments or addenda referred to herein, which together form a binding agreement between yourself and the Company (collectively, the "**Terms**"). Hereinafter, each of Company and yourself shall be referred to as a "**Party**", and together as the "**Parties**".

Please read these Terms carefully, if you do not agree with them, or are not authorized to accept them, you should not continue with your Network application and immediately cease your use of the Company's Websites. By using the Services, you acknowledge that you accept and agree to these Terms and all of the provisions set forth below.

If these Terms are being agreed to by a company or other legal entity, then the person agreeing to these terms on behalf of that company or legal entity hereby represents and warrants that he or she is authorized and lawfully able to bind that company or entity to these Terms.

### 1. DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the meaning ascribed to them hereunder:

- 1.1. "**Action**" means a sale, lead, click, ad impression, or other event, that has been specified on the IO (as defined below), as eligible for remuneration by the respective Advertiser.
- 1.2. "**Advertiser**" means a natural or juristic person who has registered and completed the Enrolment Form (as defined below) in order to promote the advertiser's offer through the company's Network, subject to these Terms. Where the context requires, these Terms occasionally also refer to the Advertiser as "**you**" or "**your**".
- 1.3. "**Advertiser Materials**" means any content, text, images, audio, video, data, content, trademarks, logos, or other material provided by or on behalf of an Advertiser in connection to an Advertising Offer, through the Network.

- 1.4. **"Advertiser Offer"** means an offer or program of a specific Advertiser on the Network, the purpose of which is promotion of the Advertiser, Advertiser Materials or its services or products, subject to these Terms and any other terms or requirements set by the in the Advertising Offer.
- 1.5. **"Affiliate"** means a third party which has joined the Network in order to promote Advertiser Offer.
- 1.6. **"Affiliate Property"** means any online asset owned, operated or licensed by an Affiliate, including a website, mobile application or other through which Advertising Offers and/or Advertising Material are disseminated or promoted.
- 1.7. **"Company's Website(s)"** means the following website: <https://magicsquare.io/> and any other websites, mobile applications or other properties owned or operated by the Company.
- 1.8. **"Confidential Information"** means (1) each Party's trade secrets, business plans, revenues, performance, strategies, methods and/or practices; and (2) any other information relating to either Party or its business that is not generally known to the public, including but not limited to information about either Party's personnel, products, customers (including Affiliates), marketing strategies, services or future business plans. Notwithstanding the foregoing, Confidential Information specifically excludes: (A) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (B) information that is known to either Party without restriction, prior to receipt from the other Party under these Terms, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (C) information that either Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by either Party's employees or affiliates provided that either Party can show that those same employees or affiliates had no access to the Confidential Information received hereunder.
- 1.9. **"End User"** means a natural person interacting with the Advertising Material.
- 1.10. **"Enrolment Form"** means the Network application form on the Site, which is part of and subject to these Terms.
- 1.11. **"Insertion Order"** ("IO") means agreement, schedule or other document arranged by the Parties which sets forth pricing and additional terms, and which incorporates these Terms.
- 1.12. **"Intellectual Property"** means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, reputations, know-how, trade secrets, code, designs, rights in databases, rights in computer software and any

other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country.

- 1.13. **"Laws"** means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, federal, state or local governmental authority applicable to these Terms and your use of the Services.
- 1.14. **"Network"** means the network of Affiliates and Advertisers owned and operated by the Company aimed, amongst other things, at facilitating the promotion and marketing of the Advertising Offers.
- 1.15. **"Consideration"** means the remuneration to be remitted to Company by Advertiser, pursuant to the terms stated in the Insertion Order and these Terms.
- 1.16. **"Proprietary Rights"** means all intellectual property rights, including, without limitation: (1) all inventions, whether patentable or not, all improvements thereto and derivatives thereof, and all patents and patent applications; (2) all registered and unregistered marks and registrations and applications for registration thereof; (3) all copyrights in copyrightable works, all other rights of authorship, including without limitation moral rights, and all applications and registrations in connection therewith; (4) all trade secrets and confidential business and technical information (including, without limitation, research and development, programming, know-how, proprietary knowledge, financial and marketing information, business plans, formulas, technology, engineering, production, operation and any enhancements or modifications relating thereto, and other designs, drawings, engineering notebooks, industrial models, software and specifications); (5) all rights in databases and data compilations, whether or not copyrightable; and (6) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media).
- 1.17. **"Prohibited Activities"** means the following activities or any other activities communicated by the Company from time to time: (1) attempting to defraud the Company, Affiliates or End Users in any way; (2) violating or infringing any rights of any person or entity, including without limitation, any copyrights, trademark rights, patent rights, rights of publicity, privacy rights or any other intellectual, personal or property right; (3) displaying sexually explicit content, or gambling, arms, drugs or other illegal substances, dangerous products, offering or disseminating any counterfeit or fraudulent goods, or services, schemes, investment opportunities or promotions or advice not permitted by law, or similar content, as determined by Company in its sole discretion; (4) any breach of the Terms or of any Advertising Offer; (5) targeting children under the age of majority, in each jurisdiction as applicable; (6) installing or transmitting any malicious code, including but not limited to computer viruses, worms, "Trojan horses", software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer program routines that are intended to delete,

disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or any other destructive feature; and (7) transmitting malicious code and/or the automatic redirection of End Users, misleading links, forced clicks, etc; (8) any means to induce, encourage, incentivize or trick an End User into engaging with Advertising Materials; (9) any activity which is, or intended, to circumvent any contractual or legal restriction, regardless of whether such attempted act has caused Company or any third party any actual harm; (10) any activity harmful to the Company or an Advertiser; (11) conducting any regulated activity without proper authorization and compliance with all applicable Laws.

- 1.18. **"Restricted Territories"** means any jurisdiction which prohibits the display or promotion of your Advertising Offers, Advertising Material or the use of the Services; or (iii) any other jurisdiction that is the subject of country wide or territory wide sanctions, embargoes, or other restrictive measures administered or enforced by any applicable country, state or government or inter-governmental **organization.**
- 1.19. **"Restricted Persons"** means persons who are not permitted to use or access the Services, and shall refer to any person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is (1) established in or lawfully existing under the laws of a Restricted Territories or (2) is listed on a sanctions list of any applicable country, state or government or inter-governmental organization.
- 1.20. **"Tracking Code"** means a Company and/or Advertiser software code (such as a tag, pixel or similar) provided to an Affiliate in connection to an Advertising Offer for the purpose of tracking and recording of, amongst other things, web traffic and Actions.

## 2. **ENROLLMENT IN THE NETWORK**

- 2.1. Advertiser must fill-in and submit the **Enrolment Form**, which will form part of these Terms, including required documentation and any other information we may request you to verify your compliance with these Terms as made available via HelloSign. By submitting an Enrolment Form application, you hereby represent and warrant that:
- a. you will provide accurate, true, current and complete and up-to-date information regarding your identity including personal details as required to complete your application, such as: full legal name, address, email address, e-verification or other required information, as determined by the Company at its sole discretion. You are solely responsible for maintaining and promptly updating any and all information you provided in your Enrolment Form, as needed. You

understand that the Company will email its notices related to the Network(s) based on the information that you have provided. In case the Advertiser's information is incorrect or misleading, the Company will not be liable for any failure to fulfill any obligations that it may otherwise have to such Advertiser pursuant to these Terms.

- b. you are at least 18 years of age or of the legal majority in your country of residence, legally capable of entering into a binding contract, and you are not aware of any legal, regulatory, commercial, contractual or other restriction against your participation in the Network in accordance with these Terms.

2.2. After the Company reviews an Advertiser's Enrolment Form, the Company may reject such application at the Company's sole discretion for any reason. The Advertiser shall have no right to appeal any decision by the Company to reject the application. In the event that we reject your application or terminate these Terms for any reason or no reason, you will not be authorized to re-join this Network without our prior written approval.

2.3. You have not already registered as an Advertiser, unless expressly approved in writing by Company.

2.4. The Company reserves the right to perform background checks on each Advertiser and request the Advertiser to provide the Company with further documentation, at its sole discretion, include through the use of specific third party companies, who perform the investigations on Company's behalf. Such background checks may include, but are not limited to, conducting any "know-your-customer" (KYC) procedures, screening, investigation into Advertiser's identity and registration details. The Company is under no obligation to advise such Advertiser that such investigation is taking place. In the event the Company's requests for documents are not completed or if the Company suspects that the documents have been tampered with, or are in any way misleading or misrepresenting, the Company shall be under no obligation to accept such documents as valid and may reject an Advertiser's application and terminate these Terms with immediate effect.

### **3. SERVICE AND LICENSE**

3.1. These Terms shall prevail over any other terms and agreements between you and us, unless specifically agreed by the Parties in writing otherwise.

3.2. Subject to the approval of an Advertiser's request to join the Network, the Company hereby grants to the Affiliate a limited, personal, non-sub-licensable, non-transferable, non-exclusive, revocable right and permission, subject to and in accordance to these Terms, to: (a) access and use the Services; (b) to display and promote the Advertising Offers on the Network.

- 3.3. Advertisers acknowledges that the Company is not obliged to review any Advertiser, Advertiser Offer, Advertiser Material or check their legality, compliance with applicable Laws or accuracy, it is the Advertiser's sole responsibility to ensure any Advertising Offer and Advertising Material are lawful in its applicable jurisdiction of operation, and that to the extent applicable, the Advertiser holds all necessary permissions, licenses, authorizations, registrations and permits required to display the Services offered by him on the Network. Further, the Company does not monitor, supervise or review, and shall not be responsible for any material or content appearing or otherwise distributed by the Advertisers. Nothing contained in or omitted from these Terms shall be construed as a representation of any kind that any materials, information or content available on the Services is appropriate or available for use in any specific locations.
- 3.4. The Advertiser acknowledges that the Company is not responsible for the Affiliate's Properties, its content, the use of such properties, or any presentations made by the Affiliate. Company may alter, suspend, discontinue, postpone or terminate the agreements between Advertisers and Affiliates, at any time and at its sole discretion without any prior notice, if an Affiliate fails to comply with these conditions and the IO.
- 3.5. The Company may add, alter or delete any Advertiser Offer from the Network in whole or in part, including but not limited to any Advertising Materials, offers, campaigns or promotion therein, at any time and at its own and sole discretion, without any prior notice. Without limiting the generality of the foregoing, Company may make any temporary or permanent changes to the manner in which Advertising Offers are displayed within the Network, or to apply special terms and conditions to all or some Advertiser Offers or of Affiliates' ability to utilize such Advertiser Offers, as Company deems necessary at its sole discretion, including in order to comply with legal, regulatory or other requirements and obligations.
- 3.6. Advertiser acknowledges that the details of the Advertiser Offer shall be entered into an IO, which shall be set forth the pricing and additional terms between the Advertiser and Affiliate (e.g., type and quantity of ad placements, the rate price per Action, the daily budget, etc.), and shall incorporate by reference these Terms.
- 3.7. The Advertiser acknowledges and agrees that the IO shall be reviewed by the Company before it is signed by the parties and submitted to it for approval.

#### 4. **CONSIDERATION**

- 4.1. The Advertiser shall pay the Consideration due to the Company as set forth on the IO.
- 4.2. Advertiser shall remit the Consideration to Company within five (5) days as of the date the Company had sent the applicable invoice to the Advertiser.
- 4.3. Each Party shall be responsible for paying all applicable taxes, duties or charges imposed or that may be imposed on its income by any applicable governmental agency, political subdivision thereof or any authority therein having power to tax in connection with the Agreement.

#### 5. **NO SOLICITATION; NON CIRCUMVANTION**

For the duration of these Terms the Advertiser will not, directly or indirectly, enter or attempt to enter into any agreement, understanding or other form of arrangement (whether express or implied) with an Affiliate where payments are made to the Affiliate in respect of any marketing services other than under these Terms, without Company's prior written approval.

#### 6. **PROPRIETARY RIGHTS**

- 6.1. Except as expressly granted in these Terms, Company retains all right, title and interest in the Network as well as in the Company's Website and any versions, revisions, corrections, modifications or derivatives thereof, including any Proprietary Rights therein. All the Proprietary Rights in and to the Company are not expressly granted herein are reserved by Company.
- 6.2. Except as expressly granted in these Terms, Advertiser retains all right, title and Interest in and to the Advertiser's Materials, including any Proprietary Rights therein. All Advertiser's Proprietary Rights, which are not expressly granted herein, are reserved by Advertiser.
- 6.3. The Advertiser acknowledge and agrees that the Company is not responsible for any violation of Proprietary Rights.
- 6.4. None of the Parties shall (1) contest, or assist others to contest the other Party's Intellectual Property rights or interests in and to its respective Intellectual Property rights and all applications, registrations or other legally recognized interests therein, or any element, derivation, adaptation, variation or name thereof; or (2) seek to register, record, obtain or attempt to pursue any proprietary rights or protections in or to the other Party's Intellectual Property rights; or (3) remove, obscure or alter any notices of proprietary rights or disclaimers appearing in or on any Intellectual Property marked properties of the other Party.

#### 7. **WARRANTIES**

### **Mutual Representations and Warranties**

Each Party represents and warrants to the other Party that: (1) it has the full corporate right, power and authority to enter into the Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (2) the execution of the Agreement by it and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (3) when executed and delivered, the Agreement will constitute the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.

### **Company Representations and Warranties**

Company hereby represents and warrants that it has the skills and will use reasonable efforts to perform its obligations subject to the Terms herein.

For any purpose, the Company does not have any obligation to monitor or review an Advertiser, Advertiser Offer, Advertiser Materials, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or compliance with applicable Laws in such matters.

For any purpose, the Company shall not be responsible for Affiliate's Properties including, but not limited to, content, maintenance of Affiliate's Properties, etc.

The company has the right, in its sole discretion, to suspend, cease, postpone or remove any Advertiser Offer from the Network. Advertiser acknowledges that any Advertiser Offer may be terminated or suspend, whether by the Company, in its sole discretion. Advertiser hereby acknowledges and agrees that the Network mediates between Advertisers and Affiliates, and as such the Company shall not be held responsible or liable for any Actions by the Affiliate or any third party.

### **Advertiser Representations and Warranties**

Advertiser hereby represents and warrants that: (1) any and all activities or obligations it undertakes in connection with the Agreement, including but not limited the Advertiser's Materials and the Advertiser Offers or any promoted or advertised material, content service or activity, are and shall be performed in compliance with all applicable Laws, rules, regulations and industry best practices including, without limitation, such Laws, rules, regulations and industry best practices governing privacy, financial services, marketing and advertising, securities, anti-money laundering/combating the financing of terrorism, payments, electronic money, money services businesses and virtual asset services providers; (2) it is the owner and/or has valid legal right or license to use and distribute the Advertiser's Offers and Advertising Materials to the extent required or contemplated hereunder, and the Advertiser's Offers and Advertiser's



Materials do not and will not, during these Terms, infringe or violate any third party's Proprietary Rights or any other right of any person or entity, including but not limited to intellectual property rights, privacy and publicity rights, and shall fully comply with any third-party licenses, permits, guidelines and authorizations required; Advertiser is solely responsible for the Advertiser Materials and the technology that may be reached or linked via the Advertiser's Materials; (3) to acknowledge and accept that Company will not be responsible for any discrepancy or misleading Actions with respect to the Advertiser's Materials or Advertiser's Offers; (4) that Advertiser's Offers and Advertiser's Materials, and any other materials used by it in connection with or in relation to these Terms will not contain, use or promote any Prohibited Activities or engage, encourage or utilize any Prohibited Activity, as determined by Company at its sole and reasonable discretion.

## **8. CONFIDENTIALITY**

- 8.1. During the Term and thereafter, each Party agrees that it will not disclose or use the Confidential Information of the disclosing party without the disclosing Party's prior written consent. Each Party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own Confidential Information, during the Term and for a period of five (5) years thereafter to prevent the disclosure of the other Party's Confidential Information other than to its employees, subsidiaries or other agents who must have access to such Confidential Information for such Party to perform its obligations or exercise its rights hereunder, who will each agree to comply with this section. The Confidentiality obligations herein shall survive any termination or expiration of this Agreement.
- 8.2. Upon termination of these Terms, receiving Party shall, upon request, return to the other Party or destroy (at the Disclosing Party's discretion) all materials containing Confidential Information.
- 8.3. The Advertiser acknowledge and agree that due to the unique nature of the Company's Confidential Information, there may be no adequate remedy at law for any breach of its obligations under this section, and that any such breach or any unauthorized use or release of any Confidential Information may result in irreparable harm to the Company. Therefore, upon any such breach or any threat thereof, the Company shall be entitled to appropriate equitable relief, including without limitation, injunctive relief against any breach of this section in addition to whatever remedies the Company might have at law, and the Company shall be entitled to be indemnified by the Affiliate from any loss or harm, including, without limitation, attorney's fees, as further set forth in the Indemnification section, in connection with any breach or enforcement of the Affiliate's obligations pursuant to this section or the unauthorized use or release of any Confidential Information.

## **9. DATA PROTECTION**

The Advertiser has read and agrees to comply with the Data Protection Agreement, available [here](#) which is incorporated herein by reference.

## 10. STATISTICS

- 10.1. Advertiser Offers and Advertising Materials may be implemented by an Affiliate using Company's Tracking Code, to the extent that Advertiser wishes to implement its own tag, pixel or similar tracking code, advertiser hereby acknowledges that: (a) it is Advertiser's sole responsibility to implement the Tracking Code in the Advertising Material or otherwise instruct an Affiliate as applicable; (b) the Company's Tracking Code may not be removed, disabled or otherwise have its functionality tempered, at all times; noncompliance with the foregoing shall result in disqualification of the applicable Advertising Offer(s) notwithstanding any other right granted to Company under this Agreement or applicable Law.
- 10.2. Unless agreed otherwise between the Parties, only the Company's files and records will determine all statistics including but not limited to the number of Actions and transactions, cancellation and Consideration ("**Reports**"). Advertiser must notify the Company, in writing of any objections and claimed discrepancies within fourteen (14) days from the end of the applicable month of activity appearing in the Reports; Advertiser's failure to notify the Company in such timely manner shall be interpreted as Advertiser's final and conclusive confirmation of the Reports' accuracy, and Advertiser shall be deemed to have permanently waived any objections or claims it might otherwise have with respect thereto.
- 10.3. All Company's calculations in connection with the Commission and Consideration are final binding. No other measurements or calculations of any kind shall be accepted or have any effect.

## 11. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless the Company, any affiliated Company group entity, and their respective shareholders, stockholders, members, officers, directors, employees, agents, licensors, successors, and assigns (the "**Indemnified Parties**"), from and against any and all claims, losses, liabilities, damages or expenses (including reasonable legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively the "**Losses**"), in so far as such Losses (or actions in respect thereof) arise out of or related to (i) a breach of these Terms; (ii) a breach of applicable Law, or of any rights of End Users, Affiliates or third parties (including but not limited to Intellectual Property rights or rights of privacy); (iii) the Assets or any content made available thereto.

## 12. DISCLAIMER

- 12.1. WITH RESPECT TO THE SERVICES, AND ANY PART THEREOF (INCLUDING THE NETWORK), COMPANY DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR

STATUTORY; COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

12.2. THE COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE COMPLETE, ACCURATE, SAFE, SECURE, BUG-FREE OR ERROR-FREE, OR THAT THE FOREGOING WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. COMPANY MAY CHANGE, SUSPEND OR DISCONTINUE THE SERVICES, INCLUDING THE NETWORK OR ANY PART THEREOF AT ANY TIME, WITHOUT NOTICE OR LIABILITY. IN ADDITION, THE COMPANY MAY MODIFY, REMOVE OR LIMIT CERTAIN FEATURES OR RESTRICT THE ADVERTISER'S ACCESS TO THE SERVICES WITHOUT NOTICE OR LIABILITY.

12.3. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT ENDORSE OR RECOMMEND ANY OF THE AFFILIATES OR THEIR PROPERTIES AND SERVICES OR ANY CONTENT OR MATERIAL CONTAINED THEREIN OR LINKED THEREFROM. EACH ADVERTISER IS SOLELY RESPONSIBLE TO INDIVIDUALLY EXERCISE ITS JUDGEMENT, TO VERIFY, CHECK, AND CHOOSE SUCH OFFER IT DEEMS FIT FOR ITS OWN PURPOSE AND INTENDED USE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE HELD LIABLE FOR ANY ADVERTISING OFFER OR ADVERTISING MATERIAL OR THEIR USE BY THE AFFILIATE.

### 13. **LIMITATION OF LIABILITY**

13.1. To the maximum extent permitted by applicable law, in no event will the Company, its affiliated group companies, or any of their respective officers, directors, agents, employees or representatives, be liable or assume any obligation whatsoever to you or anyone on your behalf, regardless of the form of action, for any direct, indirect, special, incidental, or consequential damages or loss of any kind, including without limitation, loss of business, loss of profits, loss of revenue, loss of data, loss of contracts or loss of anticipated savings, loss of any digital assets (including any fungible or non-fungible tokens), loss of any cryptographic key or any passphrase (including with regard to any digital wallet), any loss or any damage arising out of or in connection with these Terms, any service, product or content provided by any third party, whether based in contract, tort, negligence, strict liability. In the event of any complaint your sole and exclusive remedy is to discontinue your participation in the Network and cease all use of the services.

### 14. **TERMINATION**

- 14.1. These Terms shall be in effect as of the date of Company's approval of Advertiser's Enrollment Form and shall continue thereafter until terminated as provided herein.
- 14.2. Unless mutually agreed otherwise, either Party may terminate these Terms, at any time, for any reason or no reason, by providing the other party with at least thirty (30) days advance, written notice of termination.
- 14.3. Advertiser understands and agrees that in the event that the Company determines in its sole and absolute discretion that the Advertiser or anyone under Advertiser's control is engaged in any Prohibited Activity or a breach of these Terms, the Company shall have the right, in its sole and absolute discretion, to immediately cancel Advertiser's participation in the Network without prior notification and without any compensation. The above does not detract from any legal or other right available to the Company against the Advertiser according to the applicable Law.
- 14.4. Upon termination of these Terms for whatever reason: (a) to the extent applicable, Advertiser shall promptly return to Company all Company property in its possession or control (including all documentation, creative, promotional materials and all Confidential Information), including any copies and derivations thereof or shall destroy all of the foregoing and certify in writing to the Company that they have been destroyed; (b) Advertiser shall immediately remit to Company all Consideration due and any costs and associated fees, to the extent applicable, with respect to the period preceding the Termination or expiration of the Agreement; and (c) the Company shall immediately cease displaying any Advertiser Offers on the Network, and cease all use of the Services.
- 14.5. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of these Terms in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.

## 15. **MISCELLANEOUS**

- 15.1. These Terms constitute the entire agreement between Advertiser and the Company with respect to the subject matter hereof, and these Terms supersede all prior written or oral understandings, writings and representations.
- 15.2. The Company reserves the right to change these Terms at any time and in its sole and absolute discretion. Any and all changes will be applicable and valid upon posting of the Terms on the Company's Website without further notice.
- 15.3. The Parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create any agency, partnership or joint-venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other, nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

- 15.4. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 15.5. If any provision of these Terms is found by a court of competent jurisdiction to be held void or unenforceable to any extent, such provision shall be deemed excised and removed only to the extent to make the remaining provisions and these Terms enforceable.
- 15.6. Without giving effect to any choice of law or conflict of law rules or provisions, these Terms shall be governed by the laws of the British Virgin Islands and the applicable court in the British Virgin Islands shall have the exclusive jurisdiction with respect to any action arises from these Terms.
- 15.7. All notices pertaining to These Terms will be given by email as follows: (i) by the Company to Affiliate at the email address provided by Affiliate in the Enrolment Form; and (ii) by Affiliate to the Company at nate@magicsquare.io. Unless otherwise stated herein, any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.