

MAGIC BOOST AFFILIATE NETWORK TERMS AND CONDITIONS

AFFILIATES

The Magic Boost Affiliate 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 Affiliate 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 the 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 as eligible for remuneration by the respective Advertiser.
- 1.2. "**Advertiser**" means a third party which has joined the Network in order to promote its Advertiser Offer.
- 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 to the Affiliate 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 natural or juristic person who has registered and completed tee verification process as per the Company's instructions and as stipulated in <https://affiliate.magicboost.io/> and who is accepted by us as a member of the Network following all necessary approvals, including as applicable

and without limitation, "know your customer" (KYC), screening and other applicable procedures, as may be determined by us in our sole discretion. Where the context requires, these Terms occasionally also refer to the Affiliate as "**you**" or "**your**".

- 1.6. "**Assets**" means online properties owned and operated, or otherwise duly licensed by an Affiliate, such as websites and mobile applications, on which the Affiliate intends to display Advertising Materials to promote an Advertising Offer subject to these Terms, and provided that Company may require an Affiliate to adhere to a pre-approved Asset list or an Asset "blacklist", and/or at any time approve or disqualify any Assets, as a condition of participation in the Network, at Company's sole discretion.
- 1.7. "**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.
- 1.8. "**Approved Transactions**" means any Action performed by an Affiliate in accordance with the provisions of these Terms, excluding any Action which, as determined by the Company in its sole discretion: (1) resulted from or related to Fraudulent Activity or Prohibited Activity; (2) violates the Advertiser Offer or any provision of these Terms (including all addendums and appendices attached hereto by reference); or (3) for which Advertiser payment have not been collected by Company, claw-backed, refunded, deducted, or similarly withheld in part or in full.
- 1.9. "**Commission**" means the fee payable by the Company to Affiliate for Approved Transactions subject to these Terms.
- 1.10. "**Company's Website(s)**" means the following website: <https://magicsquare.io/> and any other websites owned or operated by the Company.
- 1.11. "**Confidential Information**" means (1) each Party's trade secrets, business plans, 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, 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.

1.12. **"End User"** means a natural person engaging with the Advertising Materials or the Services.

1.13. "Fraudulent Activity" means, without limitation, as determined by the Company in its sole reasonable discretion: (a) any interaction with the Services or Advertising Materials in any manner which engages with anything other than natural persons in the normal course of using a device; (b) any interaction with the Services or Advertising Materials resulting from or related to: (1) a natural person who has been engaged for the purpose generating Actions, whether exclusively or in conjunction with any other activities of that person (including, without limitation, employing any means to induce, encourage, incentivize or trick an End User into engaging with Advertising Materials); (2) non-human visitors (such as bots); (3) links, texts or any material and content that are not actually visible to the human eye, discernible to human senses or perceived by a human being; (4) masking or cloaking any URL, or employing any means to obscure the true source of traffic, conceal conversions, etc.; (5) generating automated, fraudulent or otherwise invalid impressions, inquiries, views, clicks or conversions, or artificially inflating impressions, inquiries, views, clicks, or conversions, or employing any misleading or practices (such as repeated manual clicks); (6) installing or transmitting malicious code and/or the automatic redirection of End Users, misleading links, forced clicks, etc.

1.14. **"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.

1.15. **"Network"** means the marketing 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.

1.16. **"Net Revenue"** shall mean the gross revenue actually collected from Advertisers by Company, minus any costs of collection, operation (such as serving costs), fees, taxes or similar costs associated therewith.

1.17. **"Prohibited Activities"** means the following activities or any other activities communicated by the Company from time to time: (1) use or the attempted use of a credit card that is listed in a negative

credit card database or conducting multiple attempts to register or subscribe from a credit card using the same bin number and sequential or multiple number strings to complete the credit card number; (2) conducting any Action on behalf of the Advertiser that participate in the Network, including sending compensated traffic to any of the Advertisers; (3) attempting to defraud the Company or Advertisers in any way; (4) providing incorrect or incomplete account information; (5) 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; (6) 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; (7) any breach of the Terms or of any Advertising Offer; (8) targeting children under the age of majority, in each jurisdiction as applicable; (9) engaging in Fraudulent Activity; (10) 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 (11) 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; (12) any activity harmful to the Company or an Advertiser; (13) conducting any regulated activity without proper authorization and compliance with all applicable Laws.

- 1.18. **"Restricted Territories"** any territory prohibited by the advertisers and any other restricted territories that may be provided by the Company, from time to time, at its sole discretion; (2) any jurisdiction which prohibits the Action or the use of the Services or receipt of the Services or any such similar activity; or (3) any other jurisdiction that is the subject of countrywide 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 by the governments 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.

1.21. "**Wallet Address**" means digital wallet address which would be used for receiving the payment in cryptocurrency or digital assets, where applicable.

2. **ENROLLMENT IN THE NETWORK**

2.1. The Affiliate must register at the Network, and undergo e-verification and provide any other information that we may request from you to verify your compliance with these Terms as made available on <https://affiliate.magicboost.io/>. By registering at the Network, 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 by way of e-verification, email address, digital wallet address 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 during your registration, 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 Affiliate'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 Affiliate pursuant to these Terms.
- b. you have not already registered as an Affiliate, unless expressly approved in writing by Company.
- c. 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 Affiliate's registration, the Company may reject such application at the Company's sole discretion for any reason. The Affiliate 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. The Company reserves the right to perform background checks on each Affiliate and request the Affiliate 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 Affiliate's identity and registration details. The Company is under no obligation to advise such Affiliate 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 withhold any past or future Commissions which have accrued or which shall accrue to such Affiliate's benefit as well as reject an Affiliate's application and terminate these Terms with immediate effect.

- 2.4. To the extent personal data is processed, the parties shall be deemed to enter into the [Data Protection Addendum](#), which is incorporated herein and made an integral part of these Terms by reference.

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 Affiliate'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 Advertising Material on Affiliate's Assets, solely for the purpose of promoting the Advertising Offers.
- 3.3. Affiliate hereby agrees that upon termination or expiration of these Terms, or upon notice from Advertiser or Company, the Affiliate will immediately cease using any Advertiser Materials as well as remove all such Advertiser Materials from the Assets. Actions generated following such notice shall not generate any Commission.
- 3.4. Affiliates 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 Affiliate'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 Affiliate holds all necessary permissions, licenses, authorizations, registrations and permits required for its use of the Advertising Offer. Further, the Company does not monitor, supervise or review, and shall not be responsible for any material or content appearing or otherwise distributed on, at or in association with Affiliates, their Assets, or any other services offered by or therein. 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.
- 3.5. 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. Affiliates are solely responsible to monitor Advertising Offers and adhere to any changes as displayed on the Network on a continued basis. Actions generated while disregarding such changes shall not generate any Commission.

4. COMMISSIONS

- 4.1. Affiliate's right to receive a Commission is subject to and conditioned upon Affiliate compliance with all of the provisions of these Terms and the terms which are specified in the <https://affiliate.magicboost.io/>.
- 4.2. Failure to comply with any of the provisions contained in these Terms may result in the termination of Affiliate's account and forfeiture of Affiliate's unpaid Commissions (upon notice from the Company) as well as possible commencement of legal proceedings against Affiliate.
- 4.3. The Commission shall be based on the terms of the Network, under which the Affiliate shall be entitled to an agreed-upon percentage of the Net Revenue, as communicated to the Affiliate and agreed upon by the Parties, solely in consideration for Approved Transactions.
- 4.4. Affiliate hereby acknowledges that Company shall not be obligated to remit any Commission, and shall be entitled to withhold Commissions or demand a refund (in the event Commission were already paid): (a) in connection with payments that were not fully remitted to the Company; or (b) if determined by the Company, at its sole discretion, that the Affiliate has engaged in Fraudulent Activity, was in breach of these Terms or that Commission were paid for Approved Transactions that are later determined to have not met the requirements set forth herein to be an Approved Transaction. The Company reserves the right to deduct, set off, claw back or charge back any amounts the Affiliate may owe to the Company against any amounts payable or otherwise owing to the Affiliate.
- 4.5. The Commission shall be solely determined and tracked by the Company, whether through its own tracking system or a third party's (such as an Advertiser) tracking system. No other measurements or statistics of any kind shall be accepted or have any effect.
- 4.6. The Affiliate is solely responsible for providing its Wallet Address. Any fees, transaction fees, including any blockchain transaction or validation fees if applicable, and other commissions incurred by the Company due to any error or omission of contact or payment information may be deducted by the Company from any commission due to the Affiliate. It is hereby clarified that the Affiliate shall not be entitled to receive any additional payment except for the Commission agreed upon by the Company and as communicated to the Affiliate.
- 4.7. All payments due to the Affiliate under the Terms will be exclusive of taxes, duties, levies, tariffs, and

other governmental charges (including, without limitation, VAT, if applicable) (collectively, "**Taxes**"). The Affiliate will be responsible for payment of all Taxes and any related interest and penalties resulting from any payments made hereunder.

- 4.8. All amounts payable shall be paid in the currency or equivalent instrument (e.g. cryptocurrency or similar digital assets) in which the respective payments were received from Advertisers. Any costs of currency conversion or losses caused by exchange rate fluctuations, transmission errors or otherwise shall be borne by the Affiliate.
- 4.9. If the payment or any part thereof is made with cryptocurrency or any digital asset, you must provide to the Company in writing, with your Wallet Address which would be compatible with the applicable cryptocurrency or digital asset. The Company or any of its affiliated entities accept no responsibility or liability whatsoever in the event you provide them with an incorrect or an incompatible Wallet Address. Further, the Company or any of its affiliated entities will not be able to reverse or recover any payment or delivery of cryptocurrency or digital assets and will have no liability whatsoever for any such cryptocurrency or digital assets sent to an incorrect or an incompatible Wallet Address provided by you.

5. **AFFILIATE RESPONSIBILITY**

Affiliate hereby represents, warrants and undertakes to the Company as follows:

- 5.1. Affiliate is legally competent and have full authority to enter into these Terms.
- 5.2. By entering into these Terms, Affiliate is not violating the terms of any other agreements with third parties or applicable Laws.
- 5.3. To not, and to not allow, authorize or encourage any third party to directly or indirectly engage in any Prohibited Activities, and will use commercially reasonable efforts to prevent Prohibited Activities.
- 5.4. To comply with all applicable Laws in the performance of its obligations or any of its activities under these Terms, including but not limited to all Laws and regulations regarding data protection, privacy, marketing and spam Laws, payments, financial services, securities, anti-money laundering, sanctions, cryptocurrency and any digital assets.
- 5.5. Affiliate has, and shall obtain and maintain all regulatory and other approvals, permits, authorizations, consents, registrations and licenses that are or may be required under any Law for operating as an Affiliate and conducting any associated activity under these Terms, to the extent that such are required.
- 5.6. As part of its activity under the Terms, the Affiliate shall place appropriate warnings where required to do so under any applicable Laws.

6. AFFILIATE'S RELATIONSHIP WITH ADVERTISERS

For the duration of these Terms the Affiliate 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 Advertiser where payments are made to the Affiliate in respect of any marketing services other than under these Terms, without Company's prior written approval.

7. PROPRIETARY RIGHTS

7.1. The Services and Advertiser Materials constitute valuable Intellectual Property, and are protected worldwide under intellectual property Laws and treaties. Affiliate hereby acknowledges and agrees that the Company or Advertiser, respectively, are and shall remain the exclusive owners of all Intellectual Property in and to the Services and Advertising Material and that these may not be copied, reproduced, altered, modified, changed, broadcast, distributed, transmitted, disseminated, syndicated, or offered for sale or rental in any manner, at any time, unless to the extent permitted and required in connection to the Affiliate's participation in the Network and in accordance with these Terms, or as otherwise authorized and consented to in writing by the Company and/or by the Advertiser, as applicable.

7.2. Accessing or participating in the Services does not grant any express or implied right to Affiliate or any other person to any of the Company's or Advertiser's Intellectual Property. Except if specifically stated otherwise in these Terms, each of Company, Advertiser and Affiliate, retains all rights, title and interests in its Intellectual Property. All Intellectual Property rights which are not expressly granted herein are reserved by the applicable Party.

7.3. 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.

8. CONFIDENTIALITY

8.1. Affiliate will: (1) hold the Company's Confidential Information in strict confidence; (2) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to ensure compliance with these Terms by its officers, directors, employees, contractors, agents and representatives; (3) use Confidential Information for the sole purpose of performing pursuant to these Terms; (4) restrict disclosure of Confidential Information to those of its officers, directors, employees,

contractors, agents and representatives with a need to know such information for the sole purpose of performing pursuant to these Terms; and (5) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

- 8.2. Upon termination of these Terms, at the written request of Company, the Affiliate will, at its option, either return to the Company or certify destruction of, any and all copies of the Company's Confidential Information in the possession of the Affiliate, its employees or agents.
- 8.3. You 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. STATISTICS

- 9.1. The Tracking Code shall be the only basis for determining Actions and Commissions. It is Affiliates sole responsibility to implement the Tracking Code in accordance with Company's and/or Advertiser's implementation requirements, as transmitted to Affiliate from time to time. Affiliate acknowledges and agrees that no other means of recording or determining Actions or Commissions shall be recognized, notwithstanding any agreement or arrangement between the Affiliate and any Advertiser.
- 9.2. Only the Company's files and records will determine all statistics including but not limited to the number of Actions and Approved Transactions, cancellation, and Commissions ("**Reports**"). Reports shall be made available to Affiliate on the Services or an external tracking system, or otherwise provided to Affiliate via email periodically (but no less than on a weekly basis). Affiliate 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; Affiliate's failure to notify the Company in such timely manner shall be interpreted as Affiliate's final and conclusive confirmation of the Reports' accuracy, and Affiliate shall be deemed to have permanently waived any objections or claims it might otherwise have with respect thereto.
- 9.3. All calculations in connection with the Commission are made by Company and are final binding. No other measurements or calculations of any kind shall be accepted or have any effect.

10. NON-ASSIGNABILITY; SECURITY OF CREDENTIALS

- 10.1. Affiliate shall not assign or transfer any rights that Affiliate may have under these Terms to any other person or entity. Any assignment, or attempted assignment, by Affiliate shall automatically terminate any rights that Affiliate or Affiliate's assignee may otherwise have under these Terms, including but not limited to any rights to the payment of Commissions.
- 10.2. The Company may assign these Terms to any party at any time at its sole discretion.
- 10.3. Affiliate is solely responsible for the protection and safekeeping of its credentials used to access the Services and shall promptly inform the Company of any suspected or confirmed breach of security. Affiliate shall remain liable for any unauthorized use of the Services caused by Affiliate or its negligence, and shall defend against, indemnify and hold harmless the Company and Advertisers from any and all claims or damages (including loss of profits, loss of property, fines and penalties), losses and costs (including reasonable attorneys' fees) resulting from any attempted or actual unauthorized use or access of the Services (including but not limited to any Advertising Material) due to Affiliate's willful or negligent act(s) or omissions.

11. TERMINATION

- 11.1. These Terms shall be in effect as of the date of Company's approval of Affiliate's registration to the Network and shall continue thereafter until terminated as provided herein.
- 11.2. 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 seven (7) days advance, written notice of termination.
- 11.3. Affiliate understands and agrees that in the event that the Company determines in its sole and absolute discretion that the Affiliate or anyone under Affiliate's control is engaged in any Prohibited Activity, the Company shall have the right, in its sole and absolute discretion, to immediately cancel Affiliate's participation and terminate Affiliate's account in the specific Advertiser Offer or in the Network, or terminate the Terms, at any time, without prior notification, and to withhold any part or all of the Affiliate's unpaid Commission, without derogation from any legal or other rights available to Company against Affiliate under applicable Law.
- 11.4. Upon termination of these Terms for whatever reason: (a) to the extent applicable, Affiliate 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; and (b) Affiliate shall immediately cease displaying any Advertiser Material or

market or promote the Advertiser Offers, and cease all use of the Services.

11.5. 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.

12. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless the Company, any 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 (1) a breach of these Terms; (2) a breach of applicable Law, or of any rights of End Users, Advertisers or third parties (including but not limited to Intellectual Property rights or rights of privacy); (iii) the Assets or any content made available thereon.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

13.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 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, 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.

13.2. THE COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE COMPLETE, ACCURATE, SAFE, SECURE, BUG-FREE OR ERROR-FREE, OR FRAUDULENT 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 AFFILIATE'S ACCESS TO THE SERVICES WITHOUT NOTICE OR LIABILITY.

13.3. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT ENDORSE OR RECOMMEND ANY OF THE ADVERTISERS OR THEIR PROPERTIES AND SERVICES OR ANY CONTENT OR MATERIAL CONTAINED THEREIN OR LINKED THEREFROM. EACH AFFILIATE 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.

13.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS 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 SUCH DAMAGE, LOSS OR ANY COMPLAINT WITH RESPECT TO THE FOREGOING YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE NETWORK AND CEASE ALL USE OF THE SERVICES.

14. MISCELLANEOUS

14.1. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

14.2. These Terms constitute the entire agreement between Affiliate and the Company with respect to the subject matter hereof, and these Terms supersede all prior written or oral understandings, writings and representations.

14.3. The Company reserves the right at its sole discretion at any time to alter these Terms, as well as any Advertiser Offer or payment scales, including any temporary or permanent changes thereto, or to undertake Advertiser Offers applying special terms and conditions to all or only some of the Affiliates for a certain period of time or permanently. Any and all changes will be applicable and valid upon posting of the terms on the Site without further notice.

14.4. 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.

14.5. 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.

14.6. 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

14.7. All notices pertaining to These Terms will be given by email as follows: (1) by the Company to Affiliate at the email address provided by Affiliate in the Network; and (2) 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.