

**AMPLIFY Ltd**  
**TERMS OF SERVICE**

**October 8<sup>th</sup>, 2020**

These terms of use (“**Terms**”) govern your use of mobile applications, website and the services we offer on or through the Platform, including representing you towards Media (the “**Services**”) by Amplify SA, a company based at Avenue Auguste Tissot 2bis, 1006 Lausanne, Switzerland and its subsidiaries or affiliates (hereinafter: “**Amplify**”, “**Company**”, “**We**” or “**Us**”). These Terms are applicable to all Users as defined below.

By accessing or using the Platform, the Services or the Platform Content provided on or through the Platform, you agree to follow and be bound by the following Terms concerning your access to and use of the Platform, the Services the Platform Content and the Content provided on or through the Site and our Privacy Notice (hereinafter: “**Privacy Notice**”), that can be found at <https://www.amplify.ooo/browse/privacy-notice/>.

By clicking the “accept” button when registering an Account or using the Site and/or the Services, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with all applicable laws and regulations. If you do not agree with these Terms and/or the Privacy Notice, you should refrain from using the Site and/or benefit from the Services.

**1. DEFINITIONS**

Account: means an account created by a User on the Platform.

Advertisement: means the advertisement purchased by the Company, on behalf of the Client, pursuant to these Terms.

Amplify or Amplification: means the distribution, using Advertisement and Technology, through all Media integrated on the Platform selected by the Client, of User Content in accordance with the strategy defined by the Company and these Terms.

Amplification Plan: means a recurring plan subscribed by a User on the Platform.

Campaign: means cross-media Advertising campaign(s) initiated by a User on the Platform.

Campaign Budget: means the amount paid by Clients to finance the Campaign.

Client: means User giving mandate to the Company to provide the Services in relation one or several Campaign(s) in exchange of the Fees.

Company: refers to Amplify Ltd, CHE-298.091.547, Avenue Auguste Tissot 2bis, 1006 Lausanne.

Company Policies: means internal policies adopted by the Board of Amplify.

Consent: means the consent of Users after having been duly informed by Amplify.

Content Policy: means the policy adopted by Company's Board of directors (and updated from time to time) with respect to the User Content eligible for Amplification.

Amplification Plan: means the Services provided periodically by the Company and chosen by the Client.

Fees: means the amount that Amplify charges to the Clients for the Services.

GDPR: means the General Data Protection Regulation (EU) 2016/679.

Intellectual property rights: means copyrights, patent rights, registered design rights, design rights, database rights, service mark rights, trademark rights, trade secrets, know-how, confidential information, business names and any other similar protected rights in any country or any other proprietary or industrial right, whether registered or unregistered (including applications for any of the foregoing).

Issuer: means an institution that issues payment methods to the User and whose name appears on the User's credit card or bank account statement and/or who enters into a contractual relationship with the User with respect to the payment method used by the User on the Platform.

Media: means any platform, website or application, including but not limited to, Facebook, Twitter, Instagram, LinkedIn, Google, physical advertisement media and/or media now known or to be discovered and media channels interfaced with the Platform on which User Content can be advertised.

Payment provider: means Stripe Inc. 185 Berry Street, Suite 550, San Francisco, CA 94107, United States.

Personal data: means the User's personal data, including but not limited to his or her last name, first name, mailing address, email address and phone number, collected and processed in accordance with the Privacy Notice and the Swiss Data Protection Act (RS.235.1) and where applicable, the GDPR.

Platform: means the Site made available by Amplify to the Users on [www.amplify.ooo](http://www.amplify.ooo).

Platform Content: means the content available on the Platform, including but not limited to software, mobile software, the Technology, algorithms, codes, audio, video, databases, text, animations, files, photographs, designs, graphics, layouts, images, video, information and their selection and arrangement, but excluding all User Content and payment provider API and software.

Privacy Notice: means the privacy notice governing data collected and processed while using the Platform (issued on <https://www.amplify.ooo/browse/privacy-notice/>)

Service(s): means the service(s) made available by Amplify to the Clients on or through the Platform which consist in purchasing on his or her behalf advertisement in the Media he/she selects and to optimize the Client's advertisement campaign for the Content.

Stripe: refers to Stripe Inc, a US-based company having its seat at 185 Berry Street, Suite 550 San Francisco, CA 94107, United States of America.

Site: means the websites available at the following URL: [www.amplify.ooo](http://www.amplify.ooo), or any website using or linking to the Site.

Technology: means the technological tools developed by the Company to optimize the Amplification of User Content.

Terms: means this version of the Terms of Services (<https://www.amplify.ooo/browse/terms-of-service>).

User Content: means scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials uploaded on the Platform by a User.

Users: means all users registered on the Platform.

Visitor: means a person or entity using the Platform without having registered as a User.

## **2. SERVICES**

Through the Platform, the Company provides a Platform allowing Users to upload User Content on the Platform and to launch Campaigns on several Media.

The Platform allows Users to finance Campaigns in order to Amplify their User Content.

By posting or uploading User Content on the Platform, Users appoint the Company for providing the Services in exchange of the payment of the Fees.

By validating a Campaign on the Platform, Clients give mandate to the Company to provide the Services and, authorize the Company, based on the criteria defined by the Client, to define, at its sole discretion, the best strategy for Amplifying the User Content.

## **3. FEES**

Creating an Account on the Platform is free.

For carrying out the Services, you understand and agree that the Company will perceive

**20% (H.T.) of the Campaign Budget (the “Fees”).**

**If you subscribe to an Amplification Plan, the applicable Fees are attached in Schedule 1. You give an order to Amplify to perceive the Fees, on a monthly basis, directly from your credit card.**

By Amplifying User Content through the Platform, you enter into a direct legally binding contractual relationship (mandate agreement) with the Company and you accept that the Company will represent you towards Media and purchase advertisement on your behalf.

You agree to pay our Fees for the Services.

When applicable, the Company will charge VAT on top of the Fees.

Moreover, Fees do not include the fees charged by the Payment Provider which will be charged separately. You are responsible for paying any additional fees or taxes associated with your use of Amplify, including the fees of the Payment Provider.

By proceeding to the payment of the Campaign budget, Clients agree that the Company may perceive automatically the Fees from the Campaign Budget. Users will receive a detailed invoice in their inbox.

If our fees or fee structure ever change, we will notify you and ask you to consent to these changes.

After deduction of the Fees, Clients give mandate to the Company to use the Campaign Budget to purchase Advertisement in all Media selected by the Client on the Platform and within the limits of the Campaign Budget.

#### **4. AMPLIFICATION PLANS**

You may choose a Plan in order to periodically Amplify User Content.

**The Amplification Plans operate on a monthly payment basis, the amounts of which vary according to the Amplification Plan chosen. Subscription to the Plan may be terminated at any time. If the Amplification has already taken place, the amounts due for the month in question are not refundable. If the Amplification has not yet taken place, the amounts paid by the Client will be used for the next Campaign. If no Campaign is desired by the Client or if the Client does not bring any User Content to Amplify according to the Plan, the unused amounts will then be credited on your Account.**

By choosing an Amplification Plan, the User mandates the Company for a duration and a number of Campaigns determined in the Amplification Plan chosen.

When you decide to subscribe to a Plan, you must provide the Company with your credit card details, which will be Processed by the Payment Provider exclusively.

IN THE EVENT OF REFUND, ANY CHARGEBACK FEE CHARGED BY THE PAYMENT PROVIDER SHALL BE SUPPORTED BY THE USER EXCLUSIVELY.

#### **5. TERMS**

All Users who want to benefit from the Services must accept these Terms.

By using the Platform (even as a Visitor) and/or the Services and/or clicking the "Accept" button when registering an Account, you acknowledge that you have read and understood these Terms and the Privacy Notice and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Platform and/or benefiting from the Services.

#### **6. MODIFICATION**

The Company may revise these Terms and the Privacy Notice at any time. The revised Terms and Privacy Notice will be effective upon notification to you. You can review the most current Terms at [www.amplify.ooo/browse/terms-of-service](http://www.amplify.ooo/browse/terms-of-service) and Privacy Notice at <https://www.amplify.ooo/browse/privacy-notice>.

Registered Users will be informed of the changes to the Terms by e-mail or notification.

If a modification meaningfully reduces your rights, we will notify you by email at least 20 days prior to the modification becoming applicable and ask you to consent to these modifications.

Your continued use of the Platform or of the Services after any such changes or after having explicitly accepted the new Terms shall constitute your consent to such changes.

## 7. PRIVACY NOTICE

The Personal data you provide Amplify within the course of using the Services will be used in accordance with our Privacy Notice.

## 8. ELIGIBILITY

In order to be able to use the Platform and/or the Services and to Amplify a message, you must be at least eighteen (18) years of age and be entitled in your jurisdiction to enter into legally binding agreements. If you are under 18, but not under 16, or not entitled to enter into legally binding agreements, you may use the Platform and/or the Service only with involvement and agreement of a parent or guardian who shall read and agree these Terms for you. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service.

If you are a corporate entity, you must be an authorized signatory in order to be able to validly subscribe to an Amplification Plan on behalf of your company. If you are using the Platform on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

## 9. ACCOUNT

To register as User, you must provide your e-mail address and other Personal data as detailed in the Privacy Notice.

You must first be pre approved by the Company before you can post any User Content on the Platform.

Once you have been approved by the Company, you will be provided with a link that will allow you to set up your Account and upload User Content onto the Platform.

As a User, you may choose to only give your credit card information to the Payment Provider. You may also choose to store your credit card information in a secured way on the Platform (using the Payment Provider interface) for future transactions. In such an event, Amplify will not have access to your credit card information.

By using and/or registering on the Platform and/or benefiting from the Services, you agree:

- (i) to provide true, accurate, current and complete information about you and your organization as requested by the Company ("**Registration data**") and authorize the Company to use any information provided to verify your identity;
- (ii) to maintain the confidentiality of your password and other information related to the security of your Account;
- (iii) to maintain and promptly update the Personal data and any other information you provide the Company with, to keep such information accurate, current and complete;
- (iv) refrain from posting any wrong or misleading information in your User profile;
- (v) to be fully responsible for all use of your Account and for any actions that take place through your Account;

- (vi) not to impersonate anybody by opening a false Account;
- (vii) not to use robots, scrapers or other tools to open Accounts and/or copy User Content;
- (viii) to notify the Company immediately of any changes to your Registration data;
- (ix) to use the platform and the Amplification mechanism in respect of the governing laws as per Article 10 hereunder and in accordance with Amplify Content Policy.

The Company will not be liable for any loss or damage from your failure to maintain the security of your Account and password. You may not disclose your password to any third party and you are solely responsible for any use of or action taken under your password in connection with the Services. You must notify the Company immediately of any breach of security or unauthorized use of your Account.

**Amplify reserves the right to reject any registration and to refuse the Service or User Content to anyone for any reason, in its sole and absolute discretion, based on the Content Policies or not, without any obligation to indemnify you.**

If you provide false or misleading Registration data or do not notify the Company of changes to your Registration data immediately, the Company reserves the right to terminate or suspend your Account immediately and without notice to you or any liability of whatever nature. You understand and agree that you shall not circumvent any of our Company Policies about your User status such as temporary or definitive suspensions or other type of access limitations or restrictions. The Company retains the right to cancel any Account that has been inactive for a long time or is considered to be misleading or containing refused User Content without prior notice to the User.

## **10. LANDING PAGE**

When you use Amplify services to create a landing page along with your Campaign, you understand and accept that you must provide Amplify with accurate and actual information with respect to the person or entity to which Users' Personal Data will be communicated.

## **11. YOUR USE OF THE SERVICES**

The Company hereby grants you a limited, non-exclusive, non-transferable, and revocable license to display the Platform Content on your device and to use the Platform subject to your payment of the Fees and strict compliance with these Terms. While using the Services, you agree to comply with all applicable laws and Company Policies.

We are constantly modifying and improving our Services and our Company Policies. We may introduce new features, new Media, policies, rules, change existing features, or remove features from the Services at any time and without prior notice. If you provide us with any feedback on or comments regarding the Services, you grant us the right to use such feedback or comments for any purpose without restriction or payment to you.

**THE COMPANY RESERVES ALL RIGHTS, TITLE AND INTEREST IN COMPANY AND ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SERVICES, THE SITE, THE PLATFORM CONTENT AND THE PLATFORM. NOTHING IN THESE TERMS SHALL REPRESENT AN ASSIGNMENT OF ANY INTELLECTUAL PROPERTY RIGHT.**

## **12. YOUR OBLIGATIONS**

By using the Platform, the Site and/or the Services, you take the full commitment not:

- (a) to distribute any part of the Platform or Platform Content, unless the Company makes available the means for such distribution through functionality offered on the Platform;
- (b) to copy, alter or modify any part of the Platform and/or Platform Content;
- (c) to access, download, copy, exploit or mine User Content through any technology or means other than through the Service itself, or other explicitly authorized means the Company may designate;
- (d) to use or launch any automated system, including without limitation, "robots," "spiders," "scripts" "scrapers" or "offline readers," that accesses the Platform or the Platform Content in a manner that sends more requests messages to the Company's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- (e) mine in any way Users' or Visitors' Personal Data.

Notwithstanding the foregoing, the Company grants the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for referencing the Site and/or creating publicly available searchable indices of the materials, but not caches or archives of such materials. The Company reserves the right to revoke these exceptions either generally or in specific cases.

You shall refrain from collecting or harvesting any Personal Data on or through the Platform, including account names or User content, from the Platform, nor to use the communication systems provided by the Platform (e.g. comments) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the Platform with respect to their User Content.

You agree that the Platform may automatically download and install updates of Platform Content from time to time. These updates are designed to improve, enhance and further develop the uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit the Company to deliver these to you) as part of your use of the Platform.

### **13. USER CONTENT**

As a User you may submit User Content on the Platform in order to launch Campaigns.

You retain all of your ownership rights in your User Content.

While uploading your User Content, you must describe, in a short paragraph, what the User Content promotes and you must choose a category, add tags (including if you desire so, sustainable development goals tags) and mention which audience you are trying to reach (gender, age, geographic area, interests etc.) by ticking the appropriate boxes. You shall be solely responsible for your choices and for the information you provide to the Company.

You understand that the Company does not guarantee any confidentiality with respect to any User Content you submit. Once the User Content has been uploaded on the Platform, it will be validated by the Company and, if compliant with the Company Policies and applicable laws, made publicly available on the Platform and/or Media throughout the Internet.

**You hereby explicitly consent that the Personal Data that may be contained in your User Content are not controlled by Amplify and that they will be transferred / shared with Medias that you have selected or that Amplify selected for you by delegation, including when headquarters of such Media are located in jurisdictions with a lower level of data protection than Switzerland.**

You shall be solely responsible for your own User Content and the consequences of submitting and publishing your User Content on the Platform. You affirm, represent, and warrant that you own or have been licensed the necessary Intellectual Property Rights to publish User Content you submit to the Company or upload on the Platform.

You represent and warrant that the User Content you submit on the Platform will not contain third party copyrighted material, or material that is subject to other third-party Intellectual Property Rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant the Company all of the license rights granted herein.

**By uploading User Content, you grant to the Company a royalty-free, perpetual, worldwide right and license to publish, make available, publicly perform and display your User Content on the Platform and to share /upload your User Content in all the Media that you or Amplify selects while preparing your Campaign.**

By uploading User Content, you grant to the other Users a royalty-free, unlimited license to display your User Content on their devices.

The Company does not endorse any of the User Content submitted on the Platform by any User, or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with the User Content that is uploaded on the Platform.

The Company does not permit copyright infringing activities and infringement of Intellectual Property Rights on or through the Platform and will take down all User Content if properly notified that such User Content infringes upon third party's Intellectual Property Rights.

The Company reserves the right to remove User Content without prior notice, without any obligation to indemnify you.

#### **14. INDEMNIFICATION**

You agree to indemnify and hold harmless the Company, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees, court fees and internal costs, due to or arising out of your breach infringement of third party Intellectual Property Rights with the User Content you upload on the Platform and/or breach of these Terms, the Content Policy or any applicable law or regulation or any additional rules, guidelines or terms of use posted on a specific area of the Platform, your violation or infringement of any Intellectual Property Rights and/or third party rights or your use of the Platform. Your indemnification obligation includes the indemnification of other Users in the event your User Content leads to the temporary or permanent suspension of the Company's account(s) in any Media.

#### **15. ACCOUNT TERMINATION**

**You may terminate your Account and unsubscribe at any time and without prior notice to the Company.**

The Company may terminate or suspend your Account or ability to use the Service or remove your User Content, in whole or in part, in the event that:

- (a)** you breach these Terms, the Content Policy or any other applicable laws or rules that govern your use of the Platform and/or the Site;
- (b)** your conduct may harm the Company or its Users or cause the Company or its Users to incur liability;
- (c)** as otherwise determined by the Company in its sole discretion.

The Company is entitled at any time to delete your Account and/or User Content and block your access to the Platform and to the Service, in the event it considers that your use of the Platform does not fully comply with these Terms, the Content Policy or with any applicable law.

The Company will terminate or limit your access to your use of the Site/ Platform and remove your User Content if you are considered to be infringing any Company or third party Intellectual Property Rights. You understand and agree that the Company shall not be liable to you or any third party for any termination or limitation of your access to or use of the Platform, the Services or any User Content.

The Company reserves the right to decide whether User Content violates these Terms or the Content Policy for reasons other than Intellectual Property Rights infringement, such as, but not limited to, pornography, obscenity, racism, propaganda, fake news or other illicit, unconstructive, deceitful or immoral activities. The Company may at any time, without prior notice and in its sole discretion, remove such User Content and/or terminate an Account for submitting such material in violation of these Terms, the Privacy Notice and/or the applicable law.

Your access to, use of, or participation in the Services, including any User Content therein, may be prevented by the Company at any time after the termination of your Account. Notwithstanding anything herein to the contrary, upon termination of your Account, the Company will remove your profile, your User Content and your information from the Platform / Site.

You understand and agree that the Company may retain, but not display, distribute, or perform, server copies of your User Content that has been removed or deleted. You understand and agree that the User Content may be reproduced by third parties and be found on other websites (especially on Media you selected for Amplifying your User Content) even after having been removed or deleted from the Company.

Notwithstanding such termination, you agree that you will continue to be subject to the obligations which, by their nature, survive such termination or suspension, including the obligations relating to Intellectual property rights and conservation of certain information for a certain period of time.

## 16. NOTICE AND TAKE DOWN

If you are an Intellectual Property Rights' owner or an agent thereof and believe that any User Content infringes upon your Intellectual property rights, you may submit a notice to the Company by sending an email to [notice@amplify.ooo](mailto:notice@amplify.ooo).

The notice must include the following information:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the Intellectual Property Right(s) claimed to have been infringed and a representative list of such Intellectual Property Right(s) and legal grounds for considering there has been a breach of Intellectual Property Right(s);
- c) Identification of the User Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the allegedly infringing User Content;
- d) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, an email address;
- e) A statement that you have a good faith belief that use of the User Content in the manner complained of is not authorized by the Intellectual Property Right owner, its agent, or the law; and
- f) A statement that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

As a User, if you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the Intellectual property right's owner, the Intellectual Property Right's owner's agent, or pursuant to the law, to post and use the User Content you uploaded, you may send a counter-notice containing the following information:

- a) Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- b) A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- c) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the court in Lausanne, Switzerland, and a statement that you will accept the transmission of your claim to the person who provided notification of the alleged infringement;
- d) Your ID;
- e) Your physical (pdf) or electronic signature.

If we receive a counter-notice we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it within the (10) business days. Unless the Intellectual Property Right's owner files an action seeking a court order against the infringing User, the removed User Content may be replaced, or access to it restored, at the Company's sole discretion.

## **17. PAYMENT SCHEME**

The Payment provider will process the payment of the Campaign Budget.

The Company shall not be held responsible for charges or processing or chargeback fees related to an online payment and shall in no event be under the obligation to refund a User of the Platform.

The payments will be processed in a secured way (SSL) through the payment interface of the Payment provider. The Company will use the Payment provider's API interface and will at all times comply with the current PCI-DSS rules.

You agree to pay the amount of your Campaign Budget and you will not hold the Company liable for any charge or processing fee related to your payment. Campaign Budget is non-cancellable and non-refundable.

The Payment provider delivers real time or near real time processing capability over the Internet with a high availability service level applying to the payment interface.

The Company guarantees not to copy, store, save, capture or intercept payment instruments related information such as credit card numbers, expiry date, holder name, card summary (last 4 digits), card BIN (6 first digits), card type, issuer, issuing country, CVV codes, passwords entered into the payment interface. Your credit card information will be transferred to the Payment provider as encrypted data to the Payment provider's server. Encrypted data can only be decrypted by the Payment provider.

Credit card information will remain on the Amplifier's mobile or device and will not be saved by the Company. You understand and explicitly agree that the Payment provider will act as data controller of your payment information.

The Payment provider will act as a provider of the payment services and will take all necessary steps to comply with the duties of due diligence and duties to report as set forth in the Swiss Federal act on combating money laundering and terrorist financing in the financial sector (RS 955.0).

Upon request, you hereby agree to provide the Payment provider with all information requested by the Payment provider in relation to your business in order to comply with the Federal act on combating money laundering and terrorist financing in the financial sector (RS 955.0).

**As a User, you hereby authorize and agree that the Company shall debit (whether directly through the Payment Provider or indirectly via a third-party payment service provider, subject to that third-party service provider's terms of use) your credit card of the amount of the Campaign Budget, including the Fees. If you subscribed to an Amplification Plan, you hereby authorize and agree that the Company shall debit (whether directly through the Payment Provider or indirectly via a third-party payment service provider, subject to that third-party service provider's terms of use) your credit card of the amount of the Amplification Plan chosen on a monthly basis.**

The payment shall be taken by a debit of the Campaign Budget from one of the acceptable payment methods listed on the Platform, which may include credit cards like Visa and MasterCard.

It is your responsibility to take all necessary measures to ensure that your password and credit or debit card details remain secret and to prevent the use or misuse of such password by any unauthorized person. You shall notify the Company promptly if you discover or suspect that your password or credit or debit card information has become accessible to or has been misused by any unauthorized third party.

If the Payment provider believes that a security breach has occurred, the Company will, upon request, mandate a third-party auditor approved by the Payment provider to conduct a security audit of its systems and facilities and issue a report.

In some instances, and in addition to the billing and payment information, the Company and/or the Payment provider may request you to provide some proof of your identity and some information in relation to the funds used. Payment details may also be requested by the Payment provider. Such information can be requested at the time of ordering, during payment processing or at any other time thereafter.

#### **18. FRAUD CHECKS & CONTROL**

The Company will ensure all data the Payment provider requests to be provided for a Campaign Budget, including those needed for fraud checks, are provided to the Payment provider

All Campaign Budget processed by the Payment provider will be screened and a number of checks on the Campaign Budget will be done by the Payment provider.

#### **19. PLATFORM CONTENT**

Intellectual property rights and all other proprietary rights in relation to the Platform Content are the exclusive property of the Company or its licensors. Our rights to the Platform Content include rights to (i) the Platform (ii) the Services developed and provided by the; and (iii) all designs, layouts, software, displayed and technical information associated with the Services or the Platform (iv) all databases and (v) algorithms used in relation to the Platform.

All Intellectual property rights in and to the Platform Content not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.

Any other use of the Platform Content, including without limitation distribution, reproduction, modification, making available, communicating to the public, publicly perform, frame, download, display or transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.

Subject to these Terms and for the purpose of using the Platform and benefiting from the Services, the Company grants you a limited, non-exclusive, non-transferable, non-sub licensable, royalty free license to use and display the Platform Content on your computer screen or mobile devices, such as smartphones or tablets, for the purpose of benefiting from the Services.

Subject to these Terms, the Company grants you a limited, non-transferable, non-exclusive license to use the Platform and/or download, install and use one copy of the Platform in object code form only on a mobile device that you own or control.

You may not derive or attempt to derive the source code of all or any portion of the software or mobile software ("**Software**"), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.

The Company and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Platform.

The Company, together with its licensors expressly reserve all Intellectual property rights in the Software, including, but not limited to all text, programs, products, processes, technology, source code, object codes, layouts, and other materials, which appear on the Platform. Access to the Services does not confer and shall not be considered as conferring upon anyone any license under any of Company's or any third party's intellectual property rights in and to the Software. Any use of the Services or the Platform, the Software and/or Platform Content, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without the Company's prior consent.

## **20. USE OF THE PLATFORM CONTENT**

The Platform Content provided or available on or through the Platform is protected by Intellectual property rights and is the sole property of the Company.

You may download, store, display on your computer, smartphone or electronic device, view, display and print the Platform Content the Company makes available on or through the Platform subject to the following: (a) the Platform Content may be used solely for your personal purposes; (b) the Platform Content may not be modified or altered in any way except for Platform Content; and (c) the Platform Content may not be redistributed in any way.

## **21. NON-CIRCUMVENTION**

By using the Platform and/or the Services, you take the full commitment not:

- (a) to use the information, material and content available on the Platform for competing, directly or indirectly, with the Company;
- (b) to circumvent the Company by entering into an agreement directly with any User for distributing User Content on the Medias;
- (c) to manipulate our billing process in order to appropriate fees owed to the Company
- (d) to re-sell, deep-link, use, copy, monitor, scrape, display, download or reproduce any User or Platform Content or information, software, Services available on the Platform for any commercial or competitive activity or purpose;
- (e) use any robot, spider, script, web scraper, other automated device, or manual process to monitor, extract or copy any content from the Platform.

Should you do so, please be informed that you may be irrevocably banned from using the Services and the Company reserves to claim for damages and/or to request injunctions.

## 22. PROHIBITED ACTIONS

You agree not to do any of the following actions in connection with your use of the Platform:

- a) breach the Platform code of conduct;
- b) intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- c) distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- d) upload, post, transmit, distribute or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Platform, the Services or the interests or property of the User or of the Company;
- e) export or re-export any applications, code or tools developed by and proprietary to the Company except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- f) copy, scrape, extract, modify, or distribute rights or Platform Content, User Content in any way, including through robots, spiders or any other software or technology;
- g) commercialize code or any information or Software associated with the Platform without the Company's prior consent;
- h) upload, post, transmit, distribute, store or otherwise make publicly available on or through the Platform any private information or personal data of any third party, including, addresses, phone numbers, email addresses and/or credit card numbers;
- i) harvest or otherwise collect information or data about Users, including Personal data, email addresses, without their consent or use automated scripts to collect information from or otherwise interact with the Service;
- j) take any action that may undermine the algorithms, feedback or ratings systems available on the Platform (such as displaying, importing or exporting feedback information of the Platform, trading comments with other Amplifiers or writing or soliciting comments or using feedback information for purposes unrelated to the Company);
- k) upload, post, transmit, distribute, store or otherwise make available any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide;
- l) upload, post, transmit, distribute, store or otherwise make available User Content that, in the sole judgment of the Company, is objectionable, misleading or which restricts or inhibits any other person from using the Platform, or which may expose the Company or its Users to any harm or liability of any type;
- m) upload, post, transmit, distribute, store or otherwise make available User Content that would constitute, encourage or provide instructions for a criminal offense;

- n) you shall not use the Services in any situation where failure or fault of any kind of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage;
- o) copy, modify, distribute, sell, or lease any part of the Platform and/or Platform Content and/or User Content.
- p) reverse engineer or attempt to extract the source code of the Platform;
- q) interfere or attempt to disrupt the Services and/or the Platform in any way;
- r) initiate DDOS or similar attacks to the Company's servers.

### **23. COMPANY'S ROLE**

- a) *In general*

**You hereby understand and agree that the Company will act on your behalf towards the Media and you hereby give mandate to the Company to represent you for initiating Campaigns, to upload your User Content in all Media you or Company see fit for your Campaign(s) and to fund Campaign(s) on your behalf in accordance with the provisions of these Terms.**

Users are not employees or agents of the Company, nor is the Company an agent for the Users.

The Company shall not be responsible in any manner whatsoever with respect to any claims or dispute which might arise between Users with respect to User Content. Users use the Services at their own risks.

**The Company shall not be responsible if the Amplification of a User Content is blocked by a third party, such as Facebook, or if the User Content or the Company is banned from a third-party service.**

The Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality of any User Content made available through the Platform. In no event does the Company endorse User Content posted by User and Amplified through the Platform.

The Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality of any User Content made available through the Platform.

The Company has not and cannot have control over the behavior of Users. Therefore, The Company cannot accept any liability arising from the User Content made available on or through the Platform and/or for errors or omissions in the User's description of the User Content.

The Company does not upload, purchase, buy-in, sell, own or provide any User Content on or through the Platform.

**THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR INACCURATE OR MISLEADING OR IN ANY OTHER MANNER DECEPTIVE USER CONTENT OR INFORMATION UPLOADED BY USERS ON THE PLATFORM.**

THE COMPANY IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE ARISING OUT OF USER CONTENT, SERVICES, AMPLIFICATION CAMPAIGNS, COMMUNICATIONS AND INTERACTIONS WITH ANY OTHER USER AND YOU HEREBY RELEASE THE COMPANY FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, OBLIGATIONS OR LIABILITIES ARISING FROM OR RELATING TO SUCH COMMUNICATIONS AND INTERACTIONS.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ERRORS (INCLUDING MANIFEST AND TYPOGRAPHICAL ERRORS), ANY INTERRUPTIONS (WHETHER DUE TO ANY (TEMPORARY AND/OR PARTIAL) BREAKDOWN, IMPOSSIBILITY TO AMPLIFY USER CONTENT, BAN FROM A THIRD PARTY SERVICE, REPAIR, UPGRADE OR MAINTENANCE OF THE PLATFORM) OR OTHERWISE, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NON-DELIVERY OF INFORMATION. EACH USER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE (DESCRIPTIVE) INFORMATION (INCLUDING, AVAILABILITY AND ANY PERSONAL DATA OR OTHER INFORMATION) DISPLAYED ON THE PLATFORM.

YOU HEREBY IRREVOCABLY RELEASE THE COMPANY (AND ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS AS USER OR AMPLIFIER.

YOU SHALL INDEMNIFY AND KEEP THE COMPANY AND ITS AFFILIATES (AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND REPRESENTATIVES) AGAINST ANY CLAIM OR ACTION OR DAMAGES IN RELATION TO SUCH DISPUTE.

By posting User Content on the Platform, you appoint the Company to distribute your User Content through the Medias, using the Campaign Budget to purchase advertisement.

## **24. COMMENTS**

Users may leave comments on the Platform relating to the User Content ("**Comments**").

You acknowledge and accept that your Comments will be publicly available for viewing via the Services and/or the Platform. Amplify is not responsible for checking or editing your Comments.

You hereby assign all your Intellectual property rights that may exist in relation to your Comments to Amplify.

**YOU HEREBY IRREVOCABLY RELEASE AMPLIFY FROM AND WAIVE ALL RIGHTS AGAINST AMPLIFY IN RESPECT OF ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PUBLICATION OF ANY DEFAMATORY, INFRINGING OR ILLEGAL COMMENT MADE BY YOU OR ABOUT YOU IN SUCH COMMENTS.**

Comments merely reflect the personal opinion of their authors. Amplify does not endorse Comments. Amplify has no influence on the form, content and user IDs used for these Comments and therefore assumes no responsibility in this respect.

Once a Comment is posted on the Platform, Amplify will remove it only if it is ordered to do so by a Court or if such removal is possible according to Amplify's internal removal policy. Upon

notification, Amplify may, at its sole discretion, take down a Comment that contains, in the sole judgment of Amplify, defamatory, infringing or illegal information.

In no event shall Amplify be held liable for any Comment posted on the Platform.

You agree to fully indemnify (including Court and attorney fees) and hold harmless Amplify and its affiliates (and their respective employees, directors and representatives) against any claim or action brought by a third party, arising out of or in connection with any Comment left by you on the Platform. Should you have any claim against any other User, you shall address such dispute directly to such User.

## **25. ELECTRONIC COMMUNICATION**

By using the Platform, you agree to receive electronically any communications related to your use of the Services and/or the Platform.

We will communicate with you by email or by posting notices on the Platform. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide using the Services for your Account.

## **26. DOMAIN NAMES AND TRADEMARKS**

Amplify's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Amplify or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Services. Access to the Services does not authorize anyone to use any name, logo or mark in any manner whatsoever.

The domain names [www.amplify.ooo](http://www.amplify.ooo) and [www.weamplify.it](http://www.weamplify.it) are owned by Amplify.

The trademark "Amplify" together with the other graphics, logos, layouts, designs, page headers, button icons, scripts and service names on the Platform are registered trademarks or trade dress of the Company ("**Marks**"). You may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that Amplify endorses any product or service. You may not reproduce or use the Marks without the prior written permission of the Company.

Any goodwill accruing out of the use of the Marks, trade and business names and service marks will vest in the Company and its affiliates, as the case may be.

## **27. RESERVATION OF RIGHTS**

The Company reserves the rights to, in its sole discretion, immediately terminate any Campaign; prevent or restrict access to the Services or the Platform; or take any other action to restrict access to or availability of or to remove any objectionable User Content, feedback, rating, inaccurate listing, unlawful or prohibited User Content.

The Company reserves the right and has absolute discretion but not an obligation, to remove, screen or edit any User Content that breaches these provisions or is otherwise objectionable.

The Company reserves the right to initiate legal proceedings against such persons for fraudulent use of the Services, the Platform, the Site, the Marks, the User Content and/or Platform Content and any other unlawful acts or acts of omissions in breach of these Terms, including in relation to User Content.

## **28. FORCE MAJEURE**

The Company cannot be liable for any delay or failure, when the cause of the delay or failure was due to the occurrence of a force majeure event usually recognized by the courts. The force majeure events suspend the obligations of this contract for the duration of its existence. However, if the event of force majeure lasts for more than thirty consecutive days, it would entitle the automatic termination of this contract by each one of the parties eight days after sending a registered letter notifying the decision.

## **29. THIRD PARTY WEBSITES, USER CONTENT, PRODUCTS AND SERVICES**

The Service may contain links to third party websites that are not owned or controlled by Amplify. Amplify has no control over, and assumes no responsibility for, the User Content, privacy policies, or practices of any third-party websites. Amplify does not assume any guarantee for the accuracy, completeness or safety of the third-party websites.

In addition, Amplify will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve Amplify from any and all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policies of each other website that you visit.

## **30. SERVICE PROVIDED "AS IS" AND RELEASE OF CLAIMS**

THE PLATFORM, THE SERVICES AND ALL CONTENT (USER AND PLATFORM CONTENT) PROVIDED ON OR THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" BASIS.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, RESULT, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE CAMPAIGN, THE SERVICES AND ALL USER OR PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM. IN NO EVENT SHALL THE COMPANY OR ITS DIRECTORS BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE PLATFORM, THE SERVICES, THE USER CONTENT AND/OR THE PLATFORM CONTENT.

THE COMPANY MAKES NO WARRANTY THAT: (A) THE PLATFORM, THE SERVICES, USER CONTENT OR PLATFORM CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE CAMPAIGN WILL BE A SUCCESS OR WILL BE MORE EFFICIENT THAN A DIRECT CAMPAIGN IN THE MEDIA (C) THE PLATFORM, THE SERVICES OR USER CONTENT OR THE PLATFORM CONTENT WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ANY USER OR PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM WILL BE SATISFACTORY OR THAT THE REACH EXPECTED WILL BE OBTAINED; OR (F) THE QUALITY, COMPLETENESS OR

RELIABILITY OF SERVICES OR ANY USER OR PLATFORM CONTENT WILL MEET YOUR EXPECTATIONS.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, THE SERVICES OR THE USER OR PLATFORM CONTENT AVAILABLE ON OR THROUGH THE PLATFORM ARE AT YOUR OWN DISCRETION AND SOLE RISK. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, SMARTPHONE OR ELECTRONIC DEVICE OR LOSS OF DATA ARISING OUT OF THE DOWNLOAD OR USE OF THE PLATFORM, THE SERVICES OR THE USER OR PLATFORM CONTENT.

THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE PLATFORM, THE SERVICES AND USER OR PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM AT ANY TIME WITHOUT NOTICE.

IN NO EVENT SHALL AMPLIFY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF THE PLATFORM, YOUR CAMPAIGN, THE SERVICES OR ANY USER OR PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM, INCLUDING INACCURATE, UNRELIABLE OR MISLEADING CONTENT.

### **31. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, AMPLIFY TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS OF SERVICE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO DIRECT DAMAGES (BUT EXCLUDING PURELY LOST PROFITS), TO THE AMOUNT OF THE FEES PAID FOR THE SERVICES AND TO FRAUD OR GROSS NEGLIGENCE.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY CLAIM YOU MAY HAVE RELATED TO ANY DIRECT DAMAGE ARISING OUT OF YOUR USE OF THE PLATFORM, OR THE USER OR PLATFORM CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM WILL BE PERMANENTLY TIME BARRED.

### **32. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, THE PART OF THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS SHALL NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

### **33. DOWNTIME**

Since the Services and the Platform are web-based, they might be subject to temporary downtime.

From time to time, we also update or maintain the Platform, which will result in the Platform not being available for a certain period of time. We do not warrant that the Platform and the Services operate uninterrupted or error free.

The Company is not responsible for any damages or losses you suffered as a result of any failure or interruption of the Platform, suspension of your access to the Platform, including any damage occurring as a direct or indirect result of a missed or inefficient Campaign.

#### **34. ENTIRE AGREEMENT AND SEVERABILITY**

These Terms and the Privacy Notice, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the Services, the Platform and any use thereof. If any provision of these Terms is found to be invalid by a court or a competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

#### **35. NO WAIVER**

Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision or these Terms as a whole.

#### **36. ASSIGNMENT**

You may not assign any of your rights, licenses or obligations under these Terms. Any such attempt at assignment by you shall be void. Amplify may assign its rights, licenses and obligations under these Terms without limitation.

#### **37. LEGAL COMPLIANCE**

You may not access, download, use or export the Platform, the Services or the User or Platform Content provided or available on or through the Platform, in violation of any applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of agency or authority, and not to directly or indirectly provide or otherwise make available the Services in violation of any such restrictions, laws or regulations.

#### **38. APPLICABLE LAW AND JURISDICTION**

All matters relating to your access to, and use of, the Platform, Services and User or Platform Content provided on or through the Platform shall be governed by laws of Switzerland, without regards to principle of conflicts of laws thereof.

Any controversy, claim or dispute between a User and Amplify arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the Courts of Lausanne, without prejudice to an appeal to the Swiss Federal Court.

#### **39. CONTACT INFORMATION**

If you have any questions regarding these Terms, please email us at [contact@amplify.ooo](mailto:contact@amplify.ooo).