

## GENERAL

o These terms and conditions ("**TERMS**") shall govern the relationship between you and us, whereby we provide a demand-and-supply platform via our website [www.trafficasa.com](http://www.trafficasa.com) (the "**PLATFORM**") through which you can either purchase leads as a buyer, or sell leads as a seller, both under the principle of ask and bid (the "**SERVICES**").

o Where used in this Agreement, references to "you" and/or "your" means the individual or entity which applied to use our Platform and/or Services, and "we", "our", "us" means Bonnie Ltd. and, as applicable, any of its directors, officers, shareholders, employees, advisors, contractors, subsidiaries and any of its affiliated corporate entities.

o You must read, agree with and accept all of the Terms contained in these Terms without modifications before you may access and/or browse and/or register and/or use the Platform and/or the Services. If you do not agree to be bound by these Terms do not use or access the Services. Your continued use of the Services represents your consent to be bound by these Terms.

## 2. DEFINITIONS

In these Terms, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

- "**ACCOUNT**" shall mean a personal account opened by any user solely to enable the use of the Services and/or Platform.
- "**BID**" means the price offer for a specific leads Bid request between the users.
- "**BUYER**" shall mean any user who is buying traffic by Bidding his maximum price per lead.
- "**CONSIDERATION**" is the amount due and payable to us, as calculated based solely on our system's data and in accordance with the terms of this Agreement.
- "**CPL**" shall mean the Services provided will be measured and based on a cost per lead pricing model basis.
- "**ILLEGAL ACTIONS**" shall mean illegal, unlawful, fraudulent, improper activities, as well as breaking into the Platform or attempting to do the same.
- "**RTB**" means the real-time bidding technology which enables the operation of the real-time bidding auction system, throughout which the Bid offered for specific leads' is determined through a real-time bidding application programming interface via our Platform.
- "**SELLER**" shall mean any user who is selling (sending) traffic and has a minimum price per lead.

## 3. THE SERVICES

o We intend to offer you a limited right to use the Platform and receive the Services and you acknowledge that the scope and level of the Platform and Services may be reduced or adjusted by us if and to the extent necessary to make the Services compliant with applicable law and/or with our policies should and/or as they come into effect.

o The Platform shall be hosted on servers operated by us where we will be the sole administrators of the servers and you shall not have access to the servers. We will have access to the data concerning you and your activity via the Platform.

o We do not warrant that the Platform will be free from error or that access to the Platform will be uninterrupted throughout the use of the Services. We do not warrant that the Platform will meet any special requirements of condition, quality, performance, merchantability or fitness for any purpose of yours, or that the Platform will generate particular revenues or profits for you.

o The Buyers shall be requested to bid a maximum CPL for every campaign on the Platform and the sellers will choose an offer to promote from an offer list. Each offer states the minimum CPL that the seller will get for each lead coming from the offer they selected to promote

o You warrant and undertake that: (i) you will be solely responsible for any and all of the leads which you

choose to Bid on through the Platform and will meet all the specifications required of you in order to participate in the RTB (ii) you will indemnify and hold us harmless against any inquiries raised by any third parties in regards to the Platform and/or the Services; (iii) you will hold harmless and indemnify us in the event that the Platform for any reason rejects, refuses, removes or blocks any Bid at any time if it is determined, for any reason, that you do not comply with the best industry standards.

o We warrant to you that we maintain robust security practices to guard against the introduction of viruses, Trojan horses, disabling code, malware or similar hostile items into the Platform and/or Services. We are in contract with a third-party facilitator that is compliant with Payment Card Industry Data Security Standard (PCI DSS) which executes for us the acquiring and payment methods of processing card payments, wire transfers and other alternative payment methods. We do not store cardholder data transmitted through our network at any point.

o We are not obliged in any way to provide any further services beyond the aforementioned. Nevertheless, every service provided by us beyond the aforementioned will be provided according to our sole discretion.

#### **4. MEMBERSHIP ELIGIBILITY**

o The Services are available to and may only be used by individuals or entities who can form legally binding contracts under the law applicable to them. Without limiting the foregoing, the Platform and/or the Services are not available to persons under the age of 18 (“Minors”). If you are a Minor, You may not use the Platform and/or the Services; your continued use of the Platform and/or the Services constitutes your representation that you are not a Minor.

o We reserve the right (but are under no obligation) to request proof of age at any stage, to verify that you are not a Minor. For avoidance of doubt, we shall not be responsible for any unauthorized use by Minors of the Platform and/or the Services in any way or manner.

o You understand that laws regarding financial contracts, services and products vary throughout the world, and it is your obligation alone to ensure that you fully comply with (and do not violate) any law, regulation or directive, relevant to you and your use of the Platform and/or the Services. By using the Platform and/or the Services you warrant and represent that you confirm that such use complies with all laws, regulations and directives relevant to the use of the Platform and/or Services.

o For avoidance of doubt, the ability to access the Platform and/or the Services does not necessarily mean that your activities via the Platform and/or your use of the Services are legal under the laws, regulations and directives relevant to you. For the avoidance of doubt, it is hereby clarified that we make no representations or warranties, expressed or implied, that your use of the Platform and/or the Services is lawful.

o Without derogating from the above, we reserve the right, at our sole discretion, to deny access to the Platform and Services to anyone as we deem fit.

#### **5. REGISTRATION INFORMATION AND REQUIREMENTS**

o In order to register to the Platform and the Services you must fill in the information on the sign-up page and click on the “Continue” button on the bottom of the page. For the avoidance of doubt, we reserve the right, at any point in time (whether prior to completion of the registration or afterwards), to refuse to open an Account for you, to suspend or cancel your Account and exclude you from using the Platform and/or the Services if you fail to comply with any term or condition of these Terms and all rules and guidelines of the Service or if we believe, at our sole discretion, that you have abused these Terms in any way or acted in bad faith.

o You are responsible for securing your username and password for your Account, and you shall not transfer them to any third party. We are under no obligation to maintain your user name and password.

o You agree to provide true, accurate, current and complete information about yourself during the registration process. The information shall include, but may not be limited to:

- **BUYER INFORMATION**

- Full name, email address, country of residence, city, street, ZIP code, phone number, billing address or email;
- If an entity then company name, incorporation number, industry, city, street, ZIP code, billing email address.
- Credit card information – Card number, expiration date, CVV, full name on card.

- **SELLER INFORMATION**

- For bank transfer – Full name or company name, country, email, bank details including bank name, SWIFT, IBAN/account number, city, street, country.
- You agree not to impersonate any person, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose. You shall notify us immediately upon any change in any of the details you provided to us.

## 6. PAYMENTS AND REPORTS

o You may deposit funds into your Account any time during the course of this Term. Deposits will be accepted by bank transfer, credit card, or any other method of electronic money transfer acceptable by us from time to time. We shall credit your Account within two business days after the amount is cleared by our bank.

o A withdrawal by you to a bank account where initial deposits have been performed by credit cards will be executed back to the same credit card or refunded to the same bank account that the funds were originally received from. Withdrawals will only be effected towards you; we will not to effect withdrawals to any other third party or anonymous account

o **IF BUYER:**

- In order to buy leads on the Platform you must add funds to your Account. Your Account balance will remain visible to you at all times when logged into the Account and you will be able to request a refund of your relevant balance via the Platform.
- We may, from time to time and at our discretion, add gift funds to your account. Gift funds will be added to a separate balance “gift balance”. In case a refund is requested by you (for the whole amount left in your account or part of it), the gift balance will reset to 0 first and you shall receive refund for the regular balance only.
- When buying a lead on the Platform you will have full visibility to the purchase report that will display a description of the lead you purchased and the final sale price deducted from your Account balance for the said purchase. You understand that the Consideration will be inclusive in the final sale price deducted from your Account balance.

- **IF SELLER:**

- Your Account balance will remain visible to you at all times when logged into the Account You will have full visibility to the sale report that will display details of the lead sold and the final sale price inserted to your Account for the sale. You understand that the Consideration will be inclusive in the final sale price.

## 7. USE OF THE PLATFORM AND/OR SERVICES

While using the Platform and/or Services, you hereby, represent, warrant and acknowledge that:

- Trafficasa hereby grants you, and you hereby accept a personal, non-transferable, non-exclusive license to use the Platform in order to utilize the Services, as they are provided to you by Trafficasa, in the manner permitted by these Terms.
- You acknowledge that any interaction between yourself and any third party with respect to the Platform and/or Services forms an agreement or engagement directly between you and any such other third party, including but not limited to the Buyers and/or Sellers, and this does not in any way create, form or indicate any sign of connection, liability, endorsement, authorization, sponsorship or affiliation on our behalf with respect to any such third parties.
- You hold full and sole responsibility for any loss or damage caused due to any act or omission by you or

any third party as a result of inappropriate, irregular or unauthorized use of your Account. Without derogating from the above, you must inform us immediately of any unauthorized use of your Account.

- Your conduct shall be respectful at all times and you undertake not to harass any third party and/or any of us.
- You will use the Platform and/or the Services in good faith towards us and others using the Platform and/or Services, and third parties which you engage / conduct yourself with in respect to the Platform and/or Services, and you shall not access or attempt to access the Platform and/or data and/or materials by any means other than the interface provided by us, or use the Platform in any manner that could damage, disable, overburden, or impair any of our servers or the networks connected to any of our servers.
- You shall not attempt to violate, circumvent or breach any data security, authentication procedures, accounts, passwords, servers, networks measures, all which are employed by us or by any third party and/or use restrictions put into place by us to prevent certain uses of the Platform.
- You shall not access the Platform while not logged onto the Account and/or log into, or attempt to log into, a server or account which you are not authorized to access.
- You shall not attempt to scan or test the vulnerability of our servers, system or network and/or interfere with the Platform and/or the Services, by any means including, without limitation, hacking our servers or systems, submitting a virus, overloading, mail-bombing or crashing.
- You shall not decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any of the source code or underlying ideas or algorithms of any part of the Platform and/or Services;
- You shall not reproduce, sell, trade, resell or exploit for any commercial purpose, any, use of the Platform and/or Services.
- You shall not use any Trafficasa trademark, URL, product name or logo in any way that incorrectly suggests our affiliation with or endorsement of any person, entity, product or service; or use any other trademarks, service marks, trade dress, designs or logos that are confusingly similar to any Trafficasa trademark, product name or logo or to the look and feel of the Services.
- We may, at our sole discretion, open, maintain and/or close your Account, and such a decision or any other decision by us in connection with the Platform and/or the Services shall be final and not subject to dispute or appeal.
- You hereby acknowledge and accept that the Platform and/or Services may be supplied, in part or in whole, by third parties and you waive any and all claims against us in respect of the provisions of the Platform and/or the Services by any such third party.
- You will not copy, distribute, republish, upload, post or transmit any materials appearing on the Platform for any other purpose than your use of the Platform and/or the Services.
- You will not use the Platform and/or the Services for any purpose that is unlawful, tortuous, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, insulting, threatening, hateful, defamatory, slanderous, racist, any vulgar form of expression, in relation with money laundering, financing terror any other prohibited activity, and/or compromise security or tamper with system resources and/or accounts. If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.
- The leads a buyer can buy on the platform are not opt-in, unless otherwise said

## 8. RISK DISCLOSURE

o You agree to use the Platform and the Services at your own risk and we are not responsible in any way for any acts or omissions nor for your acts or omissions, and you agree that under no circumstances will you hold us liable for any loss or damage caused by use of or reliance on any of the Services and/ or the Platform. You hereby acknowledge that you will bear sole responsibility for any losses caused, directly or

indirectly, to you and/or by you, with respect to any activity on the Platform and/or Services. For the avoidance of doubt under no circumstances for whatever reason will we bear any responsibility and/or liability with respect to your use of the Platform and/or the Services and/or your activity or omissions on the Platform and/or Services and/or the activity or omissions of the Buyers and/or Sellers.

o Furthermore, you acknowledge and consent that your use of the Platform and/or Services is done without you relying on any information contained in this Platform or provided by us. You acknowledge and warrant that you shall bear sole responsibility for any decision made and/or to be made by you relying on the content of the Platform and/or Services and/or information provided by us.

o Without derogating from the above, we shall not be responsible for verifying and/or checking whether you possess such sufficient knowledge and/or experience nor shall we be responsible for any damage and/or loss incurred by you due to and/or related to the Platform and/or the Services and/or anything in respect of your activity and/or relationship with any third party, and/or any transactions carried out by you with respect to any third party. We shall not be held liable for any claim, loss or damage of any kind allegedly caused by information presented on the Platform or referred to by the Platform.

## **9. LINKS**

We may provide links to other sites that are controlled or offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers. We have not reviewed any or all of such links or sites and are not responsible for any of the content of those sites. We caution you to ensure that you understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via these sites. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold us liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

## **10. CANCELLATION OF SERVICES**

o We reserve the right to cancel, terminate, modify or suspend the Services and/or the Platform and/or your registration to the Platform if for any reason, where we have cause to believe that your activities may be illegal or any instance where one or more actions via the Platform are judged by us to have been performed in violation of these Terms.

o We reserve the right to cancel, terminate, modify or suspend the Services and/or the Platform if for any reason, the Services and/or the Platform cannot be conducted as planned, including infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond our control.

## **11. LIMITED LIABILITY**

o You acknowledge and consent that under no circumstances for whatever reason will we bear any responsibility and/or liability with respect to your use of the Platform and/or the Services and/or engagement and/or activities and/or financial matters with any third parties, including but not limited to, your conduct and/or engagement with any of the Buyers or Sellers. You acknowledge and agree to waive and hold us harmless for any losses caused, directly or indirectly, to you and/or by you and/or to any other third party, with respect to the Platform and/or the Services and/or any activity you have with any third party, including but not limited to, any Buyers and/or Sellers. You acknowledge and warrant that you shall bear sole responsibility for any decision made and/or to be made by you relying on the content of the Platform and/or the Services and/or information provided by us and/or anyone on our behalf.

o We assume no responsibility for any error, omission, interruption, deletion, defect, technical fault, delay or error in operation or transmission, bugs, viruses, communications line failure, malfunction, illegal intervention in network equipment, network overloads, viruses, system errors, malicious blocking of access by third parties, internet malfunctions, interruptions, theft or destruction or unauthorized access to, or alteration of, the Platform and/or Services.

o We are not responsible for any problems or technical malfunction of any telephone or network lines,

computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the internet (or inaccessibility of the internet) or incompatibility between the Platform and/or Services and your browser and/or any other site accessing program. We make no representations about the suitability, reliability, availability, timeliness and accuracy of the Services. All Services are provided “as is” without warranty of any kind. We hereby disclaim all express or implied warranties with respect to the Platform and Services, including but not limited to, warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness or accuracy, non-infringement of intellectual property rights and/or third party rights and/or applicable laws and/or regulations and/or directives, or that the Platform and Services will be uninterrupted, timely, secure or error free.

o To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from your use of the Platform and/or Services and/or from any content posted on or through the Platform and/or Services or from the conduct of any users of the Platform and/or Services, whether online or offline. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Platform for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the internet.

o We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone taking any actions and/or omissions that are believed to violate these Terms.

o In no event shall we be liable to you and/or anyone on your behalf, including but not limited to any of the Buyers and/or Sellers who you are in contact with, for any damages whatsoever, including without limitation direct, indirect, incidental, special, punitive or consequential damages, loss of profit, revenue and/or data incurred by you or any third party, whether in an action for contract, tort or any other legal theory, arising out of or in connection with the access and/or use of the Platform and/or Services, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the Platform and/or Services or for any decisions made on the basis of such information, whether the damages are foreseeable and whether or not we had been advised of the possibility of such damages.

o By accepting these Terms you waive and hold us harmless from any claims resulting from any action taken by us during and/or as a result of our investigations and/or from any actions taken as a consequence of investigations by either us or law enforcement authorities.

## **12. ANTI-SPAM**

o We prohibit the use of the Services and/or Platform in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial e-mail (“Spam”). You are not permitted to use the information of any leads in a way contrary to the terms of these Terms and you are forbidden to resell the leads and/or to add any leads to Spam lists.

o We in no way authorize the harvesting, mining or collection of e-mail addresses or other information from or through the Services. We do not permit or authorize others to use the Services and/or the Site to collect, compile or obtain any information about our users, including but not limited to subscriber e-mail addresses, which are our confidential and proprietary information and property.

o We do not permit or authorize any attempt to use the Services and/or the Platform in a manner that could damage, disable, overburden or impair any aspect of any of the Services, or that could interfere with any other party’s use of any Service and/or of the Platform.

o If we believe that unauthorized or improper use is being made of our Platform and/or Services, we may, without notice and at our sole discretion, take such actions as we deem appropriate, which may include but are not limited to, blocking messages or access to our Platform and/or Services from a particular internet domain, mail server or IP address. We may immediately terminate any account on any Service which we determine, in our sole discretion, to be transmitting or otherwise connected with any e-mail that violates these Terms.

### **13. INTELLECTUAL PROPERTY**

All content, trademarks, services marks, trade names, logos, icons any other intellectual property connected to the Platform and/or Services, and any other domain owned, operated, licensed, or controlled by us, and the Platform and/or Services (the "IP Rights") are our sole and exclusive property, and we retain all right, title, and interest in the IP Rights. You agree that you will not acquire any rights whatsoever in the IP Rights and you agree that no IP Rights are transferred to you by access to our Platform and/or Services or in any other way.

### **14. INDEMNIFICATION**

You agree to defend, hold harmless and indemnify us from and against any and all claims, liabilities, damages, losses, fines, sanctions, costs and expenses, including without limitation attorney fees and costs, arising out of or in any way connected with (i) Your access to or use of the Platform and/or Services; (ii) Your violation of any of the terms of these Terms; (iii) Your breach of any applicable laws, regulations or directives; (iv) Your interaction and/or activities and/or omissions with any third parties whatsoever, including but not limited to, the Buyers and/or Sellers.

### **15. TERM AND TERMINATION**

o These Terms shall remain in force until terminated by you or by us. We may terminate these Terms and your Account with immediate effect by providing you with a termination notice; you may terminate these Terms with immediate effect by providing us with a termination notice. As of termination, you shall cease accessing the Platform and using the Services. Upon termination, we, at our sole discretion and with or without notice, may terminate your access to any or all Services, and remove and discard any information or content related to you.

o Termination of these Terms shall not affect any of the provisions herein which are expressly or by implication intended to come into force or continue in force on or after that termination.

### **16. CUSTOMER SUPPORT**

o You may contact us in connection with anything related to the Platform and/or the Services at any time via our customer support at [trafficasa.com](https://trafficasa.com) and/or via Email at [affiliates@trafficasa.com](mailto:affiliates@trafficasa.com)

o Any communication with our customer support will be handled with the utmost care and without any delay. For such purpose, we will contact you via the contact details provided to us, and you hereby provide your consent for such contact.

### **17. MISCELLANEOUS**

o These Terms shall be governed by and interpreted in accordance with the laws of Bulgaria excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms will be brought exclusively in courts located in Sofia, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

o In the event that any provision in these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect and will be interpreted so as to give effect, to the fullest extent possible, to the purpose of that provision.

o The failure or delay on our part to enforce any right, power, remedy or provision of these Terms, or partial exercise of such right, power, remedy or provision will not be deemed a waiver of such right, power, remedy or provision.

o We shall be entitled, at our sole discretion, to amend, modify, or discontinue, from time to time, any of

the Services and/or the Platform. We shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against us in such regard.

o We may transfer, assign or pledge these Terms or any rights and/or obligations hereunder to any third party without your consent. You may not transfer, assign or pledge in any manner whatsoever any of your rights or obligations under these Terms.

o Unless explicitly stated in these Terms, nothing herein shall: (i) be construed as creating any agency, arrangement, trust or fiduciary relationships or any similar relationship between you and us; or (ii) create or confer any rights or benefits to any third party.

o Any notice provided by us to you, either through your Account, the Platform or by e-mail will be deemed received within 24 hours from the time in which such notice was dispatched.

o We may amend these Terms from time to time, at our sole and exclusive discretion and without providing any prior notice, by posting the amended Terms on the Platform. You are responsible for checking whether these Terms were amended before each time you use the Platform and/or the Services. Any amendment shall come into force as of the day it was published on the Platform, unless provided otherwise. If you do not agree to be bound by the changes to the Terms do not use or access the Platform and/or the Services and inform us in writing immediately. Your continued use of the Platform and/or the Services constitutes your acceptance to the amended Terms.

o These Terms constitute the entire and whole agreement between you and us in respect of the use of the Platform and/or the Services, and supersedes any and all prior agreement between you and us in relation to the use of the Platform and/or the Services. You confirm that you have not relied on any representation save for any express representation made by us in these Terms.

o These Terms have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Terms and the English language version, the meaning of the English language version shall prevail.