

TERMS AND CONDITIONS

1. General

The zulu5 AG, represented by CEO Andreas Gysler, (hereinafter called "zulu5") is developer and copyright holder of software for the purpose of analysis and optimization of online marketing campaigns by third parties (hereinafter referred to as "Customer").

All agreed services and offers of zulu5 are exclusively based on the following general Terms and Conditions. These conditions also apply for all future orders, unless other arrangements are made. Customer terms and conditions deviating from the following conditions are not applicable. Such deviating terms and conditions also form not part of the contract, if zulu5 does not expressly contradict them.

Zulu5 reserves the right to change these Terms and Conditions at any time subject to reasonable notice of at least six weeks. If the customer does not object within six weeks of publication, the amended Terms and Conditions shall be deemed accepted. When a timely objection by the customer against the revised Terms and Conditions is received, zulu5 is entitled, while respecting the legitimate interests of the customer, to terminate any existing contracts with the customer at the date on which the revision comes into force or to continue the contract on the basis of the terms and conditions valid till that point, thereby deviating from the new terms and conditions.

2. Subject matter

A contract between zulu5 and the customer usually comes into force by accepting a separate offer of zulu5 by the customer. These Terms and Conditions are part of this single agreement. Zulu5 defines deviating provisions to these Terms and Conditions in the offering. By placing an order or accepting the offer, these Terms and Conditions are accepted by the customer.

zulu5 has developed a system which allows users to see which ads have appeared on a webpage. This system is used to check webpages of categories such as porn, file sharing or other questionable environments. zulu5 provides information gained from this review to the customer. The analysis is made available in the form of a report in the zulu5 front end or in pdf format. These reports contain, among others, the delivery and click chain of an advertising display, to the extent available. Depending on the agreed service, the customer gains insight on the ad impressions that can be assigned to it and / or additional information about ad impressions of third parties.

zulu5 grants the customer a non-exclusive use of the zulu5 system and non-exclusive right of the transmitted data and reports.

Zulu5 warrants for no completeness or correctness of the list of examined websites nor the analysis of the same. The produced reports and alerts are recommendations of zulu5, based on random analysis of online advertising in the internet.

Insofar as the parties agree on dates for providing contractual services, these represent a principal obligation.

Due to the nature and the use of online marketing zulu5 takes no warranties or guarantees for whether, how, how often or in what contexts the advertising of the client is found.

zulu5 has the right to discontinue free of charge services at any time without notice of reason.

zulu5 reserves the right to change or expand their service as deemed necessary and to implement technical improvements for that purpose. zulu5 is entitled to provide its services by qualified third parties. These parties will not become contracting party to the customer.

3. Remuneration

The customer pays the zulu5 services on a monthly basis to the amount and scope agreed in the individual contract.

All prices are exclusive of applicable VAT.

Invoices are due and payable within 30 days of receipt of invoice. If the customer is in delay, zulu5 is entitled to charge interest at the usual bank rate from the relevant date, at least to the amount of 5% above the rate of the Deutsche Bundesbank. If the customer's payment obligations are not met in accordance with the contract or if he stops payments or if zulu5 becomes aware of other circumstances that put the creditworthiness of the customer in question, zulu5 is entitled to declare the entire balance due and to demand advance payments or security deposits.

zulu5 is entitled to suspend services in case of payment delay until the payment obligation is fulfilled.

Furthermore zulu5 offers its customers additional services that can be consumed as needed.

- Services for report analysis are calculated at 150.00 EUR per hour worked
- Support and training services are calculated at 150.00 EUR per work hour.

Travel costs, expenses and accommodation costs will be agreed with and billed to the customer separately.

4. Term and Termination

Duration and termination of the agreement are part of the individual agreement to be concluded.

If no special agreement is made, a contract is concluded for a period of 12 or 24 months. The agreement is automatically extended for an additional 12 months if not terminated within a period of 8 weeks to the end of the term. The right to immediate termination for cause shall remain unaffected; such is especially given when it is opened over the assets of zulu5 insolvency proceedings or a request to that effect is made. Among others, an important basis for termination by zulu5 is given when the customer is more than two weeks in arrears with payments due or the customer continues to violate contractual agreements despite warning by zulu5. The remaining contractual payment obligations by the customer stay in force in such cases.

The notice of termination by the customer requires a written form.

5. Liability

The customer is aware that it is not possible with the present means of technology to create software to work without fault in all applications and combinations.

Zulu5 is liable for delivering the contractually agreed primary obligations and services under the statutory provisions.

Zulu5 commits itself, as part of its service, to comply with all applicable laws, including but not limited to those of the data protection law, competition law (including UWG, GWB, TMG) and intellectual property rights (including copyright - and trademark law).

Zulu5 is not liable for damages resulting from insufficient or erroneous management or interpretation of information by the customer.

Moreover, liability for accuracy, completeness or reliability of information transmitted or data accessed is excluded and zulu5 therefore is not liable for damages caused to the customer by the use or non-use of information provided to the customer.

Zulu5 is solely liable for damages caused by gross negligence or willful misconduct of zulu5 or one of its auxiliaries.

Insofar liability of zulu5 is excluded or limited, this also applies to the personal liability of staff, employees, representatives and agents of zulu5.

6. Confidentiality

Zulu5 is committed to treating all documents received from the customer in the form of records, data, electronic data, trade and business secrets, customer information, information about business partners, economic and financial data, calculations, and / or any other information, regardless of its type, its form, the content and scope of which they are acquired in a business relationship and without regard to the person who is affected by the information (including customer, the customers, other business partners advertisers), ("Confidential Information") strictly confidential.

The term Confidential Information does not include any information that:

- are generated by the zulu5 system
- are generally accessible at the time of their release in the public domain
- had already lawfully and without confidentiality obligation or a breach of this Agreement been in possession by zulu5 before having received the confidential information from the customer;
- zulu5 has received by a third party who is entitled to disclose such information without restriction;

- must be disclosed pursuant to statutory, legal or regulatory obligation and / or arrangement; or
- which was exempted of the Confidential Information by the customer to the receiving party.

If in doubt of the confidential character of information given to zulu5, zulu5 is obliged to align with the customer in writing prior to the use of such information. A communication by electronic means satisfies the writing requirement.

Zulu5 agrees to use and communicate to third parties Confidential Information gained through business relationships only to the extent required in the business relationship and provided former written approval of the customer has been received and applicable statutory provisions (in particular related to data protection) are met.

Zulu5 commits to take precautions to prevent access to Confidential Information by unauthorized party.

Passing on Confidential Information is no transfer or grant of rights to the Confidential Information in favor of zulu5.

Zulu5 is not entitled to use Confidential Information for self-promotion or self-presentation. Zulu5 is entitled, however, to address third party advertising companies and draw attention to services and products offered by zulu5, even if such third parties are in legal or business relationship with the customer.

This agreement also applies in the case of a separate agreement and is valid beyond the date of termination of the business relationship.

Independently of these regulations, the customer hereby expressly agrees that zulu5 can use the customer name in its advertising or as reference to third parties and can use the customer's logo on its website, presentation materials and other promotional materials.

7. Rights of use

The data provided in the context of the analysis in the form of reports are defined as databases under the Copyright Act and are therefore protected by copyright. With the provision of data to the customer zulu5 transfers a right of use to the customer for the purpose of visibility and control of services provided by zulu5 to fulfill its contractual obligations. Alerts are being kept in the zulu5 system for 2 months.

Any additional usage rights are not transferred. In particular, it is prohibited for the customer to pass on data to third parties without the consent of zulu5, unless such disclosure has been agreed in individual contracts or results from the purpose of the assignment for the provision of services by zulu5.

It is also prohibited to store data made available permanently by inserting it into other databases, as well as utilizing the data for the economic or non-economic interests of the client, where such use runs counter to the business interests of zulu5 unless zulu5 has approved such use in writing.

The use of the name, logos, etc. of zulu5 is allowed only to the extent granted by individual contract and therein agreed scope.

The customer must ensure that the statements made to third parties on the nature and extent of use of the products of zulu5, the name, logo, etc. of zulu5 are in accordance with the facts and that proof of such can be provided.

8. Contribution

The customer provides zulu5 with all documents, information and materials necessary for the execution of the order prior to its execution.

9. Final provisions

If individual provisions are or become void, invalid or contestable, they are to be interpreted or supplemented so that the intended economic purpose is achieved as closely as possible in a legally permissible manner; the remaining provisions shall remain unaffected. The same applies for gaps requiring supplementation.

These Terms and Conditions and the contracts resulting thereof are governed by Swiss law.

Place of jurisdiction for all disputes is Horgen, Switzerland.

Contractual deviations to these Terms and Conditions shall not be effective unless in writing. This also applies to the waiver of the written form requirement.

Date: May 2021