



TERMS AND CONDITIONS

GENERAL INTRODUCTION

1. IMARKETINGC.COM is an online marketing self-service platform. By using IMARKETINGC.COM's services you are able to design, develop and market your own online advertising campaigns.
2. These Terms and Conditions apply to your use of the IMARKETINGC.COM website or platform as a Service received from IMARKETINGC.COM. Clients can design their own campaigns by using (the "Service"). By using this Service; choosing pictures, headlines and space placement on the web page, you warrant that you are at least 18 years of age and are lawfully able to accept these Terms and Conditions. These Terms and Conditions do not in any way alter the Terms or Conditions of any other agreement you may have with IMARKETINGC.COM or its affiliates. Note that individual results will vary, and as such the Client agrees to indemnify IMARKETINGC.COM for any losses. Please note that we may change or add resources to the platform to help kick start your business. Any changes are immediately effective as of the time of posting, and it is under the Client's responsibility to stay up-to-date, review and understand these Terms and Conditions. Your continued use of the Service indicates your full acceptance of these Terms and Conditions and their future changes.

DEFINITIONS AND INTERPRITATION

3. If you choose to use this Service, you agree to be bound by the headings and sections that are solely included for convenience and do not in any way affect the interpretation of these Terms and Conditions. In this Agreement words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders. The word "person" includes an individual, body corporate, partnership, trustee or trust or unincorporated association, executor, administrator or legal representative. If you do not agree to all of these terms, it is advised that you do not use this Service. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day, referring to business days only.
 - 3.1 "Campaign " – an advertisement displayed on a screen of a web page or on a printed page.
 - 3.2 "IMARKETINGC.COM" – IMARKETINGC.COM
 - 3.3 "IMARKETINGC.COM Website" – any website controlled by IMARKETINGC.COM or related to IMARKETINGC.COM, where Registered Campaigns may be presented.
 - 3.4 "Campaign Period" – The Registration Period of a certain Campaign is determined during the creation of the Campaign by the User.
 - 3.5 "Click Payments" – payment from qualified Clicks on a User's Campaign.

- 3.6 "Commission" – payment to the User due to the sale of a product from the User's Campaign.
- 3.7 "Issuance" – the first Registration of a certain Campaign to a certain Registrant.
- 3.8 "Person" – any legal entity, including without limitation corporation, limited liability company, cooperative, partnership, trust, organization or any similar entity.
- 3.9 "Qualified Click" – internet user visiting the IMARKETINGC.COM widget on website.



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- 3.10 "Registrant" – a User to whom a Campaign is registered at the IMARKETINGC.COM Registry.
- 3.11 "Registration" – the creation of a record at the IMARKETINGC.COM Registry which links a certain Campaign to a certain User. Includes "Registered" or "Launch".
- 3.12 "Registration" – the creation of a record at the IMARKETINGC.COM Registry which links a certain Campaign to a certain User. Includes "Registered" or "Launch".
- 3.13 "User" – any Person who signs up with IMARKETINGC.COM or otherwise opens user account with IMARKETINGC.COM, may also be referred to as the "Client", "Customer" or "Marketer".

OBLIGATIONS OF THE USER

- 4. The User understands and accepts that IMARKETINGC.COM is required to conduct a "Know Your Client Process" ("KYC Process") and Anti-Money Laundering checks ("AML Checks"). The KYC Process and the AML Checks will require IMARKETINGC.COM to obtain the following documents from the User:
 - 4.1 A copy of the User's valid passport or valid identity card, as per International KYC standards;
 - 4.2 A copy of the User's credit card(s) being used to make any transaction for the Services (front side with only the 4 last digits visible and the back side with the CVV covered);
 - 4.3 A copy of a recent utility bill (no older than 3 months) in the User's name clearly displaying the User's address, as per International KYC standards;
 - 4.4 In certain circumstances, a User may be required to provide additional documents including but not limited to, a signed Declaration of Deposits for each transaction and proof of wire.
- 5. As long as a Campaign is Registered for a User, the User must have an active email address registered with IMARKETINGC.COM (hereinafter: the "Official Address"). The User hereby irrevocably agrees to receive notices from IMARKETINGC.COM to the Official Address.
 - 5.1 Any notice, declaration or other communication required or authorized to be given by IMARKETINGC.COM to a User, which has been sent by e-mail to the Official Address, shall be deemed to have been received, opened and read by the User within 48 hours of sending.
 - 5.2 As long as the User holds an account with IMARKETINGC.COM, the User agrees to be contacted via e-mail, telephone, skype and text messaging by IMARKETINGC.COM and by third parties if relevant, regarding the Services provided by IMARKETINGC.COM.
 - 5.3 The User explicitly agrees that judicial documents and/or arbitrational documents, pursuant to the dispute resolution procedure specified in the Terms and Conditions, may also be served to the Official Address.

CREATION OF CAMPAIGNS

6. In order to create a Campaign, a User is required to add funds to his or her IMARKETINGC.COM Account. These funds are used by the User to create their Campaign(s). The User determines the Campaign budget by selecting the cost and amount of impressions required for each campaign.



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- 6.1 Through IMARKETINGC.COM's interactive platform, a User must create their own Campaign which includes campaign headline, campaign budget and campaign period. Thereafter the User is required to personally customize the content, campaign images and ad placement on the websites. The User understands and accepts that they take full responsibility for the creation of their Campaign.
- 6.2 IMARKETINGC.COM reserves the right to remove any Campaign created by a User that contains offensive or inappropriate language.
- 6.3 Once a User is finished creating his or her Campaign, a User must click save and launch the Campaign.

PROCESSING OF CAMPAIGNS

7. A Campaign shall be deemed to be Registered at the time it is actually received by IMARKETINGC.COM. IMARKETINGC.COM's system is solely determinative of the time for such a receipt.
- 7.1 Once Registered, the Campaign itself cannot be modified, corrected, amended, updated, cancelled or refunded, whether in whole or in part.
- 7.2 During the Registration Period, the User will be entitled to receive a pay per click rate per IMARKETINGC.COM's decision, which shall not be less than \$0.001 Qualified Click on a Campaign. In addition, where a product is sold as a direct result of a User's Campaign, a Commission percentage (as per IMARKETINGC.COM's decision but not less than 0.001%) shall be calculated in the User's favor. The User's account at IMARKETINGC.COM will be credited for such Click Payments and Commissions.

LIMITED RIGHT IN A CAMPAIGN

8. The Registration of a Campaign to a User, grants the User only the exclusive right to receive the Click Payments during the Registration Period.
- 8.1 The User explicitly acknowledges and agrees that the Registration of a Campaign does not confer the User with any right or title in the Campaign and/or in the content of the Campaign or any part thereof, including, without limitation, any trademark (whether registered or not), service mark, trade name, copyright, licensed right or any other intangible assets of a third party, which might be embedded in the Campaign. Nor, any right or title in any site or sites in which the Campaign is displayed and/or with any right or title in the link contained in the Campaign.

PROMOTIONS AND SPECIAL OFFERS

9. IMARKETINGC.COM reserves the right to apply special bonuses, contributions, incentives or price differentiations and to determine the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.
- 9.1 IMARKETINGC.COM reserves the right to offer a User a bonus, the conditions of which are detailed in a Bonus Agreement. Where a User accepts a bonus, the User will be required to read, accept and sign, and return the Bonus Agreement to IMARKETINGC.COM.

WITHDRAWAL OF FUNDS



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10. For a User to be eligible for a successful withdrawal of funds, the user must submit all requested documents to IMARKETINGC.COM, including but not limited to KYC documents. The User must not have any issuance of Campaigns on his account at time of withdrawal request.
- 10.1 All withdrawal requests are subject to the Terms and Conditions of any agreement signed by the User, including but not limited to the Bonus Agreement.
- 10.2 All withdrawal requests must be made through IMARKETINGC.COM's platform. If a request has not been made this way, it may not be acknowledged as a request.
- 10.3 The User may withdraw from his IMARKETINGC.COM Account any eligible amount, subject to a withdrawal fee equal to €30 (hereinafter: "Withdrawal Fees").
- 10.4 Subject to the provisions of Section 10, withdrawn amounts shall be transferred to the User within five to ten (5-10) business-days from the date the User filed a withdrawal request. IMARKETINGC.COM directs fund withdrawals back to the original source of remittance.
- 10.5 Without derogating from the Withdrawal Fees, the User shall bear all costs, fees and commissions charged by third parties (such as banks, credit card companies, etc.) on any money transfers.

ACCOUNT MANAGEMENT FEES

11. IMARKETINGC.COM reserves the right to update the Management Fees from time to time at its sole discretion and/or to apply different Management Fees to different accounts and/or to different Users.
- 11.1 Under current Management Fee policy, discounts on Management Fees are applicable as per the IMARKETINGC.COM account manager discretion.

UNDERTAKING BY IMARKETINGC.COM

12. Throughout the Registration Period, IMARKETINGC.COM will use commercially reasonable efforts to accurately and comprehensively track Qualified Clicks on Registered Campaigns for the purpose of creating and distributing to Users reports summarizing the Qualified Clicks applicable to Registered Campaigns and the applicable Click Payments.
- 12.1 Throughout the Registration Period, the Registrant's user account with IMARKETINGC.COM will be credited for each Qualified Click, as per these Terms and Conditions.

REPRESENTATION AND WARRANTIES FOR THE USER

13. These Terms and Conditions (i) have been duly and validly executed and delivered by the User; (ii) are within the legal capacity and power of the User; (iii) require the approval or consent of no other Person; (iv), constitute a legal, valid and binding obligation of the User and are enforceable against the User, by IMARKETINGC.COM.



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- 13.1 All statements made, and information provided at any time by the User to IMARKETINGC.COM, is complete and accurate.
- 13.2 The User shall not promote a Registered Campaign through unsolicited emailing, newsgroup postings, job sites, classified ad sites or any other method of mass communication which might constitute a basis for legal action (civil or criminal) under any Anti Spamming Law (hereinafter: "Spam Promotion"). Any Spam Promotion by a User shall constitute a material breach of these Terms and Conditions, whereby the User shall pay IMARKETINGC.COM liquidated damages of \$100 per spam email or posted website that is reported to IMARKETINGC.COM. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to IMARKETINGC.COM in law or in equity.
- 13.3 The User shall not, directly or indirectly, jointly or in conjunction with any other Person, take part in any activity that might generate clicks which do not result from actual voluntary activity of a Person or otherwise contribute to fraudulent accumulation of clicks on a Registered Campaign. Without derogating from the foregoing, the User shall not, directly or indirectly, jointly or in conjunction with any other Person, perform any of the following:
- 13.3.1 Create, open or register multiple accounts with IMARKETINGC.COM;
- 13.3.2 Make use of Web Robot(s) in order to perform clicks on Registered Campaigns. For purpose of this subsection, the term "Web Robot" shall mean any software application that runs automated or repetitive tasks over the internet;
- 13.3.3 Hide or mask the true source of traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign, including, without limitation, any use of anonymizer (anonymous proxy), virtual private network (VPN) or proxy servers to access IMARKETINGC.COM website and/or any website where a Registered Campaign is presented;
- 13.3.4 Artificially generate or inflate traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign.
- 13.4 That the User acknowledges and agrees that it is not possible to display all Registered Campaigns at all times in all IMARKETINGC.COM Websites and thus, the scale of exposure of each particular Registered Campaign in IMARKETINGC.COM Websites may vary. Without limitation of the foregoing, the User understands and agrees that any of the following are determined by IMARKETINGC.COM on a random basis and may vary from one Registered Campaign to another: (i) the distribution of Registered Campaigns in IMARKETINGC.COM Websites; and/or (ii) the frequency of display of each particular Registered Campaign in IMARKETINGC.COM

Websites; and/or (iii) the time length of each display event of each particular Registered Campaign in IMARKETINGC.COM Websites; and/or (iv) the timing of each display event of each particular Registered Campaign in IMARKETINGC.COM Websites.

- 13.5 That the User acknowledges and agrees that dealing with Registration of Campaigns can generate profits but also involves substantial financial risk including a risk of partial or full loss of funds. Without limitation of the foregoing, the User understands and agrees that: (i) where



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income figures are mentioned (if any), those income figures are anecdotal information passed on to IMARKETINGC.COM concerning the results achieved by the individual sharing the information; (ii) IMARKETINGC.COM has performed no independent verification of the statements made by those individuals; and (iii) the User does not rely on such figures in making any decisions regarding the Issuance of Campaigns.

- 13.6 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant and is aware of the risks and any other applicable financial and fiscal aspects of the Services provided by IMARKETINGC.COM.
- 13.7 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant, as to his individual capital gain tax liability in his country of residence, in regard to using the Service.
- 13.8 That the User will safeguard his account information and maintain a good antivirus and antimalware program on his system and shall bear sole responsibility for any unauthorized usage of his account or leaked information of his account details.
- 13.9 The Bonus can be used by those clients of the Company who are considered “eligible” according to the Company's Terms and Conditions. The Company reserves the right to attribute client bonuses on a case by case basis.



PROOF OF DELIVERY OF SERVICES

14. IMARKETINGC.COM's Registry records the Registration of a User's activity and use of the Services. Delivery time - immediately after payment confirmation. Proof of delivery for the intangible or virtual items or Service is confirmed through, IP address of User at date and time of transaction, device geographical location at date and time of transaction, device ID number and device name, name and email address linked to the User profile on- record, evidence that the User profile was activated and verified by the User before the date and time of transaction, evidence that the User accessed/used the downloaded digital goods on or after the date and time of transaction, evidence that the same device and card were used in previous, undisputed transactions, User login activity accessing the Services and email communication.

CARD NOT PRESENT TRANSACTIONS

15. IMARKETINGC.COM is an online Service provider. Services are paid and redeemed during card not present transactions.
- 15.1 IMARKETINGC.COM maintains levels of compliance with the Payment Card Industry Data Security Standard and employs the use of virtual security through authorization and authentication by a User, prior to any transaction being processed.
- 15.2 A Person must 'click to accept' IMARKETINGC.COM's Terms and Conditions in order to open a IMARKETINGC.COM account and become a User of the Services, if not, a Person will not be able to open an account with IMARKETINGC.COM. It is the responsibility of a Person to ensure they have read and understood the Terms and Conditions prior to any transaction being processed.

COMPLAINTS

16. If a User is not satisfied with our Services, written notice must be sent to support@imarketingc.com, as a first resort to settling any matter.
- 16.1 All written complaints will be logged by IMARKETINGC.COM and the User will receive a written acknowledgement within three (3) business-days of receipt. IMARKETINGC.COM will investigate any complaint and reply (email or telecom) to the User within ten (10) business-days, setting out how the problem will be dealt with. If this is not possible, an interim response will be made informing the User of the action taken to date or being considered.
- 16.2 IMARKETINGC.COM reserves the right to settle a complaint in any manner it deems appropriate. Such action, not being an admission of liability or wrongdoing.

RESERVATION OF RIGHTS

17. IMARKETINGC.COM reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the website and/or Service. If we determine, in our sole and absolute discretion, that you or another User has or will breach

these Terms and Conditions or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

17.1 Representatives of IMARKETINGC.COM may use pseudonyms during User interactions.



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- 17.2 IMARKETINGC.COM may modify the website and/or our Services at any time with or without notice to you and will incur no liability for doing so.

EARNING AND INCOME DISCLOSURE AND DISCLAIMER

18. IMARKETINGC.COM is an advertising marketplace with many different types of Users. Some of our Users are also our affiliates and can earn commissions by referring people to IMARKETINGC.COM.
- 18.1 Any earnings or income statements, or earnings or income examples, are only estimates of what is possible and what some people have earned. There is no assurance you will do as well if you rely upon our figures, you must accept the risk of not doing as well. Any and all claims or representations, as to income earnings on our website, are not to be considered as average earnings. Testimonials are not representative.
- 18.2 IMARKETINGC.COM's Services or website may contain information that includes or is based upon forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (U.S). Forward-looking statements give our expectations or forecasts of future events. The use of words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward looking statements are intended to express our opinion of earnings potential. They are opinions only and should not be relied upon as fact.
- 18.3 Online businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our Services or web site, should be done only with the knowledge that you could experience losses, or make no money at all.

USE OF THIRD-PARTY SOFTWARE OR WEBSITES

19. IMARKETINGC.COM may recommend use of software, information, products, or web sites that are owned or operated by third-parties. We offer or facilitate this recommendation by hyperlinks or other Methods to aid your access to the third-party resource.
- 19.1 While IMARKETINGC.COM endeavours to direct you to helpful, trustworthy resources, IMARKETINGC.COM cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource or track changes in the resource. Thus, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage

of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party resource.

- 19.2 We recommend these resources on an “as is” basis. When you use a third-party resource, you will be subject to its terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern your use of that resource.
- 19.3 Web-Developer platform, all sites and assets available for purchase herein are owned and operated by a 3rd party industry provider (known herein as "The provider") All funds transferred into the Web-Developer platform are obliged to and held in escrow by the provider, funds deposited will not be eligible for refund from the provider. It is the sole responsibility of the client to check the suitability of the product and services offered herein from the provider before transferring funds into the system. IMARKETINGC.COM LTD cannot be held responsible for any damage caused to clients, direct or indirect within this system.



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- 19.4 Bank wire transfers purchase or refund, IMARKETINGC.COM LTD will not take any responsibility regarding cost currency change, or any charges made by the bank for both purchase or refund.
- 19.5 Auto functions campaigns- IMARKETINGC.COM uses 3rd party activating auto campaigns log in order to Catch successful campaigns and spread them to all the clients. When auto campaign

If activated, IMARKETINGC.COM is not responsible for the campaign result and cannot close or Change the campaign once it has been opened.

LIMITATION OF LIABILITY

20. IMARKETINGC.COM provides the website, the Services, and all content on an “as is” and “as available” basis.
- 20.1 The User acknowledges and agrees that subject to the undertaking of IMARKETINGC.COM specified in the Terms and Conditions, IMARKETINGC.COM has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any

representation, warranty or guarantee, express or implied in connection with the services provided by IMARKETINGC.COM. The User's activity with IMARKETINGC.COM shall be at the User's sole risk.
- 20.2 The user acknowledges and agrees that IMARKETINGC.COM has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly

disclaimed, any of the following representations, warranties or guarantees, express or implied:
- 20.2.1 Any representation, warranty or guarantee as to the volume of traffic, number of hits, lever of impressions, number of clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or Registered Campaigns;
- 20.2.2 Any representation, warranty or guarantee as to the timing of hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or

Registered Campaigns;
- 20.2.3 Any representation, warranty or guarantee that the operation of IMARKETINGC.COM Websites or any part thereof will be uninterrupted or error-free and/or any IMARKETINGC.COM Websites or

any part thereof as to the possibility that IMARKETINGC.COM Websites or any part thereof might be hacked;

- 20.2.4 Any representation, warranty or guarantee related to the scale of exposure of each Registered Campaign, including without limitation, the distribution of Registered Campaigns, the frequency of display of each Registered Campaign, the time length of each display event of each particular Registered Campaign and the timing of each display event of each particular Registered Campaign;
- 20.2.5 Any representation, warranty or guarantee as to the financial prospects and risks associated with the Registration of Campaigns, including without limitation: (i) any representation, warranty or guarantee that Registered Campaigns will generate any income whatsoever to the User;
- 20.2.6 Any representation, warranty or guarantee that dealing with Registration of Campaigns does not involve substantial financial risk and/or may not generate substantial losses;
- 20.2.7 Any representation, warranty or guarantee as to the completeness and/or effectiveness and/or functionality and/or instalment and/or maintenance of any software of any third-party, which is operating on IMARKETINGC.COM's platform or available on IMARKETINGC.COM Websites.



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- 20.3 Without prejudice to the limitation of liability contained in any provision of these Terms and Conditions, in no event shall IMARKETINGC.COM, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, arising out of or related to these Terms and Conditions, even if IMARKETINGC.COM has been advised of the possibility of such damages.
- 20.4 Without derogating from the generality of the disclaimer provided for in the Terms and Conditions, in no event shall IMARKETINGC.COM, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, resulting from any of the following occurrences:
- 20.4.1 Any usage, non-usage or misuse by any Person of a Registered Campaign, including, without limitation, any failure or avoidance of a Person (whether deliberately or mistakenly) from performing a Qualified Click on a Registered Campaign;
- 20.4.2 Any insufficient or unsatisfactory exposure or non-exposure of Registered Campaigns;
- 20.4.3 Any unauthorized access to or use of the IMARKETINGC.COM Registry, including without limitation, any server or other computer hardware or software of IMARKETINGC.COM and any unauthorized access to any and all personal information and/or financial information stored therein;
- 20.4.4 Any bug, virus, Trojan horse or the like, which might affect the IMARKETINGC.COM Registry and/or any information stored at the IMARKETINGC.COM Registry, including without limitation any server or other computer hardware or software of IMARKETINGC.COM;
- 20.4.5 Any error, interruption, malfunction or temporary cessation in the operation of IMARKETINGC.COM Websites or any part thereof and any hacking of any IMARKETINGC.COM Website;
- 20.4.6 Any personal injury, property damage or other loss of any nature whatsoever, resulting from the Registration of Campaign and from any usage, non-usage or misuse of a Registered Campaign.

INDEMNIFICATION

21. The User undertakes to release, protect, defend (including payment of reasonable attorney's fees and costs of litigation), indemnify, save and hold harmless IMARKETINGC.COM, its directors, officers, shareholders, employees or agents, and any affiliate of the same (hereinafter: the "Releases"), from and against any and all liability, claims, losses, damages, punitive damages, costs, expenses, attorneys' fees, demands, suits and causes of action of every kind and character, incurred in connection with any claim caused by, arising out of, asserted against, resulting from, or suffered by such Releases in connection with or in any way incident to any breach of these Terms and Conditions, including, without limitation, any of the following:

- 21.1 Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in these Terms and Conditions or in any declaration, representation, warranty, covenant or undertaking made or delivered in connection herewith;
- 21.1.2 Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in any information otherwise supplied by the user to IMARKETINGC.COM;
- 21.1.3 Any infringement on any kind of privacy right or good name right of any Person, including any kind of libel, defamation, slander, barefaced lie or any other way of expression which raises or might raise a cause of action.
- 21.2 For removal of doubt, all indemnity obligations and/or liabilities assumed by the User shall be



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without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, whether such conditions be patent or latent; strict liability under any code law or other type of strict liability; breach of agreement; tort, breach of duty (statutory, agreement, common law or otherwise) or the negligence or fault of any party, including, but not limited to, that of the Releases, whether such be sole, joint or concurrent, active or passive; or any other theory of legal liability.

Notwithstanding the foregoing, the indemnification provisions do not apply in case (and only in case) of wilful misconduct of the Releases.

- 21.3 The indemnifications set forth in these Terms and Conditions shall apply to all types of liabilities specifically covered by the indemnifications whether such liabilities are incurred directly by the Releasees or indirectly through the operation of an indemnification Agreement with another party provided that the liability for which such indemnification is sought, arose from or occurred as the result of or incidental to the performance of the User's obligations hereunder.
- 21.4 All Persons who may become Releases other than IMARKETINGC.COM itself shall be deemed to be third party beneficiaries of these Terms and Conditions for the sole purpose of enforcing an indemnity expressed to be for their benefit.

DISPUTE RESOLUTION

22. The User irrevocably agrees that any dispute relating in any way to a Registered Campaign or otherwise relating to these Terms and Conditions, shall be resolved by binding arbitration, rather than in court. The laws of the *United Kingdom*, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between a User and IMARKETINGC.COM.
- 22.1 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms and Conditions as a court would.
- 22.2 To begin an arbitration proceeding, a User seeking such arbitration proceedings must send a letter requesting arbitration and describing his claim to IMARKETINGC.COM's offices at IMARKETINGC.COM LTD, 105 Griva Digeni, 4th Floor Office 402, 3101 - Limassol, Cyprus. The arbitration will be conducted by the International Chamber of Commerce.
- 22.3 The User irrevocably agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the User waives any right to a jury trial.

BREACH

23. A breach by a User of a representation or warranty contained in these Terms and Conditions herein shall constitute material events of default (each an "Event of Default") by such User.

23.1 In any Event of Default, in addition to and without prejudice to or limiting any other rights or remedies available to IMARKETINGC.COM at law, in equity or under these Terms and Conditions, IMARKETINGC.COM may elect, at its sole discretion, to: (i) immediately block the account of the applicable User, either temporarily or permanently, where such User shall not be entitled to any refund

of any fees paid by him; and/or

(ii) offset any outstanding amounts in the account of the applicable User against any damages caused to IMARKETINGC.COM.



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23.2 For removal of doubt, the User acknowledges and agrees that no remedy conferred by any of the specific provisions of the Terms and Conditions herein is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit IMARKETINGC.COM's available remedies in the event of a breach of these Terms and Conditions by a User.

Therefore, the election of any one or more of such remedies by IMARKETINGC.COM shall not constitute a waiver by IMARKETINGC.COM of the right to pursue any other available remedy.

COPYRIGHT AND TRADEMARK NOTICES

24. All contents of the Services provided under these Terms and Conditions are copyrighted by IMARKETINGC.COM. All rights reserved. Other brand names, product names and company names may be trademarks or service marks of their respective owners.

GOVERNING LAW

25. These Terms and Conditions and the use of the IMARKETINGC.COM platform will be exclusively governed by the laws of the Republic of Seychelles.

25.1 Subject to the dispute resolution provisions of the Terms and Conditions, IMARKETINGC.COM and each User submit to the exclusive Jurisdiction of the competent courts in the Republic of Seychelles. Without derogating from the foregoing, each User understands that the Laws regarding contracts vary throughout the world. It is the User's responsibility to make sure he properly complies with any Law, regulation, or guideline in his country of residence regarding the use of IMARKETINGC.COM Services. For avoidance of doubt, each User explicitly acknowledges that the ability to access IMARKETINGC.COM Services does not necessarily mean that the Services provided by IMARKETINGC.COM and/or the User's activity through IMARKETINGC.COM is legal under the laws, regulations or directives relevant to the User's country of residence.

BINDING AGREEMENT

26. By signing up to IMARKETINGC.COM and/or by creating an account at IMARKETINGC.COM and/or by the Issuance of a Campaign, each User acknowledges and agrees that these Terms and Conditions form a legal agreement between each User and IMARKETINGC.COM. By accepting these Terms and Conditions, each User is hereby bound to the rules and guidelines specified above.

TERMINATION

27. IMARKETINGC.COM has the right to terminate the Service by giving the counterparty at least Five (5) days written notice, specifying the date of termination. The User's account will be closed and access to the Services removed.
- 27.1 IMARKETINGC.COM may terminate the Service immediately without giving any notice in the following cases:
- 27.1.2 Death of the User; next of kin must provide certificate of death in order to close the account and withdraw the remaining funds;
- 27.1.3 In case of the decision of bankruptcy or winding up of the User's estate is taken through a meeting or through the submission of an application for the aforementioned;



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27.1.4 Termination is required by any competent regulatory authority or body;

27.1.5 The User violates any provision of the Terms and Conditions and in IMARKETINGC.COM's opinion the Services cannot be rendered, including but not limited to a User refusing to submit, sign or

return required agreements or documents;

27.1.6 The User violates any law or regulation to which the User is subject to;

27.1.7 The User involves IMARKETINGC.COM directly or indirectly in any type of fraud;

27.1.8 The User refuses or fails to provide IMARKETINGC.COM with the required KYC documents.

27.2 In the case of termination, the User shall be liable for:

27.2.1 Any pending fee owing and payable to IMARKETINGC.COM;

27.2.2 Any charge and additional expenses incurred or to be incurred by IMARKETINGC.COM as a result of the termination of the Services;

27.2.3 Any damages which arose during the arrangement or settlement of pending obligations. In the case of breach of the Terms and Conditions by the User, IMARKETINGC.COM reserves the right to

reverse all previous transactions which place IMARKETINGC.COM's interests and/ or all or any of its Users' interests at risk before terminating the Agreement.

27.2.4 In the event of the termination of the Service by IMARKETINGC.COM under clause 27, IMARKETINGC.COM will be under no obligation to refund to the User any funds that may be in the User's account and the User shall have no claims against IMARKETINGC.COM in such regard.

ENFORCEABILITY

28. In the event any of the terms or conditions contained in this Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition.