



Convergator

Website Terms of Use and Privacy Policy

1.02.2014

These Convergorator Website Terms of Use and Convergorator Privacy Policy constitute your legal agreement with us and govern:

- Your use of the Convergorator Website, its content and Convergorator Advertising Platform.
- How we collect, use and safeguard the information you provide to us.

BY USING THE WEBSITE, CREATING AN ACCOUNT OR ENTERING AN AGREEMENT WITH US YOU AGREE TO THESE CONVERGATOR WEBSITE TERMS OF USE AND CONVERGATOR PRIVACY POLICY.

If you are an individual, then you must be at least 18 years old or have attained the age of majority in the state, province or country where you live to enter into this agreement, or that you are 13 years of age or more and that you have received your parent's or guardian's consent to use the Website.

If you are accepting these Terms on behalf of another person, you represent and warrant that you have full authority to act for and to bind that person to these Terms.

1. Definitions

"Terms" mean these Convergorator Website Terms of Use and Convergorator Privacy Policy.

"Website" means the website www.convergorator.com, including programming code, databases and design.

"We", "us" means Convergorator Media OÜ, an Estonian legal entity, the owner and the administration of the Website.

"Agreement(s)" mean the Publisher's and Advertiser's Terms of Services, Affiliate Agreement or any other legal contracts between you and us.

"Advertising Platform" means services provided to Advertisers or Publishers according to the Publisher's and Advertiser's Terms of Services.

"Publisher", "Advertiser" are defined in the Publisher's and Advertiser's Terms of Services.

"User", "you" means you, a legal entity or an individual using the Website, including Publishers, Advertisers, Affiliates and any Website users or visitors.

"Content" means texts, graphics, works of art, images or other intellectual property, including postcards, owned or licensed by us and licensed, sublicensed or otherwise made available to you. Content is located, is a part of or is distributed through the Website or the Advertising Platform.

"Personal Data" means information or its combination that can be used to identify you as an individual (natural person), such as, for example name, email address, phone number, home address. Identifying information about Publisher, Advertiser, Affiliate or other user, which is a legal entity (a company, corporation and such), is not considered Personal Data.

“Anonymous Data” means non-personally identifiable information about an individual (natural person) that alone or in combination with similar information can not be used to identify you, such as, for example, an IP address.

“Information” means collectively any Personal Data, Anonymous Data, information about legal entities and/or any other protected or publicly available information.

2. Website Terms of Use

Proper Use of the Website. You may use the Website and the Advertising Platform for lawful purposes only and may use them only in ways consistent with the law and your Agreements with us. Additionally, you will not:

- Use the Website and the Advertising Platform in any manner that could damage, disable, overburden, or impair any our server, or network(s) connections, or interfere with any other User's use of the Website or the Advertising Platform;
- Attempt to gain unauthorized access to the Advertising Platform, Content, computer systems, or networks connected to any our server through hacking, password mining, scraping, or by any other means to obtain any materials or information not intentionally made available on the Website or through the Advertising Platform;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any software or other intellectual property used to develop and provide the Website and the Advertising Platform;
- Solicit or attempt to solicit Personal Data from other users or collect or post passwords or other private information from other users, including Personal Data, identification documents, or financial information;
- Create or attempt to create any product or service that is similar or otherwise competitive to the Website or the Advertising Platform;
- Sublicense, rent, lease, sell, trade, gift, or otherwise transfer your Account to anyone.

Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your Account and/or Agreement with us, and your access to the Website and the Advertising Platform.

Intellectual Property Rights. The Website, the Advertising Platform and any Content that is on the Website are our property or the property of our licensors and are protected by intellectual property rights (including but not limited to copyright). All such rights are reserved. Except as we may expressly state in these Terms, you may not copy, reproduce, reprint, publish, distribute or otherwise exploit the Website, the Advertising Platform and/or Content or technology from the Website or the Advertising Platform without our express prior written consent.

Furthermore, you must not infringe any third party's intellectual property rights in or by using the Advertising Platform or the Website.

You may not (by way of example):

- Copy, republish or reproduce the Content in any form or by any means;
- Distribute, license, rent, lease, loan or sell the Content in any form or by any means;
- Modify, change or otherwise create derivative works of the Content;
- Remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the Website or the Advertising Platform.

Copyright Infringement Notice. If you are a copyright holder who believes that any of the Content which is available via the Website is infringing copy of your work, please let us know. A notice of alleged copyright infringement should be sent at the following e-mail address: contact@convergator.com

A notification of claimed copyright must include the following:

- A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
- Specific identification of each copyrighted work claimed to have been infringed;
- A description of where the material believed to be infringed is located (please be as detailed as possible and provide a URL to help us locate the material you are reporting);
- Contact information for the complaining party, such as a complete name, address, telephone number, and email address;
- A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

3. Warranties, Limitation of Liability and Indemnification

Scope. These Terms apply exclusively to warranties, limitation of liability and indemnification regarding your use of the Website and its Content. Please, refer to respective Publisher's, Advertiser's or Affiliate's Agreement, which applies to such issues as for Advertiser's or Publisher's use of the Advertising Platform, or our relations with Affiliate.

Disclaimer of Warranty. THE WEBSITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY, INDEMNITY, SUPPORT OR MAINTENANCE

WHATSOEVER, EXPRESS OR IMPLIED. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. YOU ASSUME RESPONSIBILITY FOR SELECTING THE WEBSITE OR CONTENT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE OF AND RESULTS OBTAINED FROM THE WEBSITE OR CONTENT. WITHOUT LIMITING THE FOREGOING PROVISIONS, WE MAKE NO WARRANTY THAT THE WEBSITE AND CONTENT WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE WEBSITE OR CONTENT WILL MEET YOUR REQUIREMENTS.

Compatibility. We do not warrant that the Website will be compatible with all hardware and software which you may use or which may exist or will exist in the future.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO:

- THE USE OF OR INABILITY TO USE THE WEBSITE OR CONTENT,
- VIRUSES OR OTHER CODE THAT MAY AFFECT ANY EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO OR USE OF THE WEBSITE OR CONTENT,
- ANY CONDUCT, INFORMATION, CONTENT OR WEBSITES OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- ANY OTHER MATTER RELATING TO THESE TERMS OR THE WEBSITE OR CONTENT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will our liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you to us for the services, if any, under these Terms during the one month immediately preceding that month in which the event giving rise to our liability occurred. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Third Parties Websites or Content. We are not responsible for:

- The content, services or availability of third parties' websites, that you access using the Website;

- The availability, performance, functionality or any consequences of your use of any third parties' components, software, modules built into or otherwise integrated and available through the Website.

Indemnification. You agree to defend, indemnify, and hold harmless us and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Website or Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

4. Your Account

Registration and Use of Account. When creating (upon registration on the Website) or updating an Account, you are required to provide us with certain Personal Data, which will be held and used in accordance with these Terms.

You may never use another's Account without permission or permit another to use your Account. You may not create more than one Account. You are prohibited from registering a new Account if you have previously had your Account terminated.

Your Responsibilities. You are responsible for:

- Keeping confidential any username and/or password that you created to use the Website and the Advertising Platform.

- Restricting access to your computer or mobile device. You agree to accept full responsibility for all activities that occur within your Account. You must notify us immediately of any breach of security or unauthorized use of any of your Account. Although we will not be liable for your losses caused by any unauthorized use of your Account, whether with or without your knowledge, you may be liable for our losses or the losses of our partners due to such unauthorized use.

- Keeping all registration data true, accurate, complete and up-to-date. You should promptly correct any registration data that becomes outdated or incorrect. We are not obliged to verify your registration data and may rely on the data you have provided without further verification.

Access to Account. We have no obligation to monitor or access your Account, but may do so in cases where such action is reasonably justified (e.g., in order to prevent illegal or harmful activity or to provide customer support).

Your Account which has not been accessed for more than 6 consecutive months will be considered as inactive. Inactive Accounts can be permanently deleted at any time without prior notice.

We reserves the right, in our sole discretion, to restrict, suspend, or terminate your Account and/or your access to all or any part of the Website and the Advertising Platform at any time, for any or no reason, with or without notifying you, and without liability.

5. Privacy Policy

Processor of Personal Data. The processor of Personal Data is Convergator Media OÜ, a private limited company incorporated under Estonian law, commercial register no. 12540279, located at Tornimäe 5, Tallinn, 10145 Estonia.

Collection of Personal Data. When you create an account through the Website or otherwise conclude an Agreement with us as an individual (natural person) or as an employee of a legal entity, you will be required to enter your Personal Data, namely, your first and last name, address, phone number and email address.

Correction/Updating of Contact Information. If your contact information (such as an email address or phone number) has changed, you can correct or update it in your profile or by sending an email to our customer support.

Anonymous Data Collected Automatically. The Website automatically collects Anonymous Data from your browser when you use the Website or the Advertising Platform, in particular, usage information, such as your IP address and country, browser type and language, access times, version, language and type of your operating system, the number and frequency of visitors to the Website. We maintain log files of the traffic that visits the Website.

Cookies. We use cookies and other tracking technologies to facilitate access to the Website and to personalize your online experience. Through the use of cookies, we may automatically collect Information about your online activity on the Website, such as the web pages you visit and the links you click.

We do not use cookies to store any Personal Data.

These Terms cover our use of cookies only and does not cover the use of cookies by third parties. We do not control when or how third parties place cookies on your computer. For example, third party websites to which a link or advertisement points may set cookies on your computer. Some of these services may be used to track your behavior on other websites and we have no control over this.

Ad Tracking Tools. Advertisements placed on Publishers' websites by utilizing the Advertising Platform may contain ad tags, web beacons and other tracking tools, such as

cookies, to collect information about user behavior and/or devices used to view or interact with these Ads.

Ad tracking tools allow us to measure campaign effectiveness, to optimize campaign performance, to provide more relevant advertising, and to identify consumer segments in order to display Ads relevant to such user.

We do not associate such cookies, web beacons, or other tracking mechanisms with your Personal Data or with your precise location for behavior targeting. All Information about your browsing activity is collected and analyzed anonymously.

Furthermore, all browser technologies enable you to manage the cookies in the cookie folder of your web browser. This means that you can either delete cookies from your cookie folder once you have finished your visit at a website or you can set your preferences with regard to the use of cookies before you begin browsing a website.

Why We Collect Information. We will not use or disclose the Information except as necessary or required, or out of accordance with the purpose outlined in these Terms. In particular we will use the Information for:

- Billing and accounting purposes,
- Filling your orders and delivering you the services and functionality that you have requested,
- Managing your inquiries providing effective, timely customer support when needed,
- Your seamless interaction with the Website and the Advertising Platform,
- Analytical and statistical purposes,
- Understanding of our User's interaction with the Website and the Advertising Platform,
- Improvement and development of the Website and the Advertising Platform,
- Enforcement of these Terms or any Agreement between you and us,
- Sending you related information, including confirmations, updates, and security alerts,
- Communicating with you about promotions, upcoming events, and other news about products and services offered by us and some of our partners.

Disclosure of Information. We may release the Information concerning your use of the Website or the Advertising Platform:

- To provide you with the services according to your Agreement with us, including for the purpose of matching Publishers and Advertisers. For instance, if you are a Publisher we will disclose to Advertisers or Affiliates Information about your website, its page impressions, traffic, or your advertising rates.

- When we believe in good faith that such release is appropriate to comply with the applicable law, regulation, legal process or governmental request (for example, pursuant to a statutory demand, subpoena, warrant or court order);
- To enforce these Terms, or any Agreement between you and us;
- To detect, prevent, or otherwise address fraud, security or technical issues;
- To protect against abusive or unlawful use of the Website or the Advertising Platform;
- To protect the rights, safety, or property of Users, or any other third parties;
- If we reasonably believe that a situation involving danger of death or injury to any person requires disclosure;
- In other ways described in these Terms or to which you have otherwise consented.

With Whom We Share the Information. We may share Information we collect under any of the circumstances mentioned in these Terms (see e.g. Sections "Collection of Personal Data" and "Disclosure of Information" above).

We may share aggregated Anonymous Data with third parties, including advisors, advertisers and contractors, for the purpose of conducting general business analysis.

These Terms does not limit in any way our use or disclosure of Anonymous Data or other Information, which is not considered Personal Data, and we reserve the right to use and disclose such Information to our partners, advertisers and other third parties at our discretion.

How Long We Retain Information. The time periods for which we retain your Information depend on the purposes for which we use it. We will keep your Information for as long as you are a Publisher, Advertiser or Affiliate and, thereafter, for no longer than is reasonably necessary for reporting and reconciliation purposes pursuant to legal requirements and to provide you with any feedback or information you might request or require.

Your Consent. YOU EXPRESSLY CONSENT TO OUR PROCESSING, COLLECTION, TRANSFER, STORAGE, DISCLOSURE AND OTHER USES OF YOUR INFORMATION AS DESCRIBED IN THESE TERMS AT INSTANCE WHEN YOU:

- PROVIDE INFORMATION TO US THROUGH THE WEBSITE;
- ACCEPT THESE TERMS; AND/OR
- ENTER AN AGREEMENT WITH US.

IN ADDITION, THROUGH THIS USE AND INTERACTIONS WITH THE WEBSITE, YOU SPECIFICALLY CONSENT TO OUR COLLECTION OF THE INFORMATION BY AUTOMATED MEANS, SUCH AS COOKIES OR THE INTENDED FUNCTIONALITY OF THE WEBSITE AND THE ADVERTISING PLATFORM, AND TO OUR SUBSEQUENT PROCESSING AND USING OF THE

INFORMATION IN ACCORDANCE WITH THESE TERMS, AND TO THE STORAGE AND TRANSFER OF THE INFORMATION TO LOCATIONS WHEREVER WE AND OUR SERVICE PROVIDERS HAVE FACILITIES.

Third-Party Websites and Services. We may partner with other third parties to process your payment (e.g. payment processors, banks, gateways, providers, credit card companies or credit card acquirer banks). We do not authorize third party providers to use Personal Data except for the purpose related to these services.

Such payment processors request Personal Data from you on the service order forms or other online payment forms. Such forms may require you to provide contact information (such as name, email address, billing address and phone number) and payment information (such as credit card number credit card expiration date and CVV/CVC2 code) or applicable details regarding any alternate payment method that may be used. When an order form asks you to enter payment information, that information is encrypted and is protected during transmission through the Internet using Secure Socket Layer (SSL) software.

Furthermore, there are a number of places on or through the Website where you may click on a link to access other websites, services or web resources that are not affiliated or connected with us and do not operate under these Terms. For example, if you click on an ad or a download link, you may be taken to a website that we do not control. These third-party websites may independently collect information, including your Personal Data, from you. We advise you to check the privacy policies of all third-party websites you visit.

Information Concerning Children. We do not knowingly collect or solicit Information from anyone under the age of 13 or knowingly allow such persons to use the Website or the Advertising Platform. If we become aware that we have collected Personal Data from a child under age 13 without verification of parental consent, we take immediate steps to remove that information.

Sensitive Information. We do not deal with any sensitive Information, such as related to the racial or ethnic origin, political opinions, religious beliefs, physical or mental health or condition, crime or court records, etc.

Information Security. We will take commercially reasonable precautions to protect Information from loss, misuse and unauthorized access, disclosure, alteration and destruction. We process all Information using industry-standard techniques.

We implement the following administrative, technical, and physical measures for the protection of Personal Data:

- Administrative measures. Access to your Personal Data is limited to authorized personnel who have a legitimate need to access it based on their job descriptions. In case

third-party contractors process Personal Data on our behalf, similar requirements are imposed.

- Technical measures. Personal Data is transmitted in encrypted format using SSL technology. We use up-to-date firewall protection and high-quality antivirus and anti-malware software.

- Physical measures. Access to Personal Data is not permitted via the Internet except using an encrypted virtual private network (VPN). Otherwise access is limited to our physical premises. We store the Information on servers provided by third party hosting vendors with whom we have contracted.

However, we do not guarantee or warrant that such techniques will prevent unauthorized access to Information that we store.

Business or Asset Transfer. In the event that we, a line of our business, or substantially all our assets are transferred, sold or merged with another business, the Information may be one of the transferred assets.

Estonian Privacy Rights. If you are an Estonian resident you have the right to access your Personal Data, the right to correct such data, and other rights in accordance with *the Personal Data Protection Act passed 15.02.2007 (RT I 2007, 24, 127)*.

We comply with applicable legal requirements providing adequate protection for Personal Data according to the EU rules and regulations.

6. Jurisdiction

Choice of Law. You agree that the laws of Estonia govern the Terms, their subject matter, any action related to these Terms, and any claim or dispute that may arise (without precluding the application of any relevant international treaty or convention or enactment of any international organization that Estonia has acceded or accedes to; for the purposes of this section, the European Union shall be regarded as an international organization).

Location for Resolving Disputes. You further agree that any disputes or claims related to these Terms will be resolved by a court located in Tallinn, Estonia, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE COURTS IN THE CITY OF TALLINN, ESTONIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

7. Miscellaneous

Your Feedback. If you choose to communicate to us any feedback, ideas or suggestions for improvement of the Website, the Advertising Platform, the Content or any function or feature, you grant us free-of-charge, irrevocable, non-exclusive, transferable right to use, modify, share, distribute and communicate such feedback for any and all commercial or non-commercial purposes, without charge and free of any obligation of attribution. You warrant that any such feedback you communicated to us is not subject to any license or any other third party right.

Severability and Integration. These Terms constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Termination and Changes. We reserve the right to terminate your use of the Website without notice if you violate the Terms or any rules, agreements or guidelines, or for any other reason, or no reason in our discretion.

We may discontinue or change the Website or any Content, function or feature at any time with or without notice.

Any suspension or termination of these Terms will not affect your obligations to us under these Terms and/or any your Agreement with us, which are intended to survive such suspension or termination.

Changes to the Terms. We may change the Terms at any time. You can review the most current version of the Terms by following this link: http://www.convergator.com/files/wtou_pp.pdf. If you continue to use the Website after we make changes to the Terms, you are signifying your acceptance of the new terms. You are responsible for checking these Terms periodically for any changes.

Effective: February 1, 2014

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