

FLAMP TERMS OF SERVICE

Last Updated on September 1, 2020

THANK YOU FOR USING FLAMP APPLICATION. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING FLAMP SERVICES, YOU AGREE TO BE BOUND BY THE (1) TERMS OF SERVICE AND (2) PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, PLEASE DO NOT USE FLAMP SERVICES. HEADINGS CONTAINED IN TERMS OF SERVICE ARE FOR REFERENCE PURPOSES ONLY.

These Terms of Service (“Terms”) govern the contractual relationships between you (“you”, “your”) and Hybrid Adtech Inc. including its subsidiaries, affiliates and assignees (“ Hybrid Adtech Inc.”, “Flamp”, “we”, “us”, “our”) regarding your use of Flamp Application and access to Flamp Services.

If you are using Flamp Application on behalf of an organization, you are agreeing to these Terms for that organization, and are indicating that you have the authority to bind that organization to these Terms. In that case, “you” and “your” will refer to that organization.

1. Definitions

“Flamp Services” (“Services”) means access to Flamp Application, tools and services provided to you by Hybrid Adtech Inc. via the Flamp Application in accordance with these Terms of Service.

“Flamp Application” (“Application”) means a web application located on <https://flamp.io/>, all its subdomains through which Flamp Services are provided to you in accordance with these Terms of Service.

“User” means any person who creates an Account in order to use the Services.

“Visitor” means a person without registered Account who visits Flamp Application or who is provided with an access to User`s creatives and who is able to leave comments to such creatives.

“Account” means the personal account of User on Flamp Application, after registration of which User may receive the Services under conditions specified in these Terms of Service.

“Content” means creatives uploaded by User to its Account in any available form, and comments provided to such creatives by User or Visitor.

2. How We Will Serve You?

2.1. Flamp Services.

By using Flamp Application, you gain access to the tools and services for online collaboration with your colleagues and/or clients, including the following: creating projects and uploading creatives in the formats available to your Account, selecting available options for previewing creatives as to different devices and templates, downloading creatives templates to your device, combining creatives under one ad set, sharing selected creatives preview options to your colleagues and/or clients, providing full or partial access to your projects to colleagues and/or clients, comment on creatives and ad sets, review the comment history and creatives versions history (“Flamp Services”, “Services”).

Users and Visitors may be provided with the link by other Users to view and comment on Users` creatives. Users may be provided with access to Users` projects by other Users.

You understand and agree that Services may happen to be from time to time unavailable, delayed, restricted or slower, including in connection with:

- i. technical failures of servers, networks, hardware (including your own device), telecommunications lines and connections, other electronic or mechanical equipment;
- ii. software failure, including bugs, viruses, configuration issues, incompatibility of systems, additional software (utilities) or applications, the operation of screening programs, unreadable codes;
- iii. overload of system capacities;
- iv. damage caused by mechanical breakdown or severe weather, earthquakes, wars, insurrection, riots, civil commotion, accident, fire, water damage, explosion, mechanical breakdown or natural disasters or another force majeure;
- v. interruption (partial or total) of power supply, other utility of the Application;
- vi. state or regulatory restrictions, court decisions, or other external interference; or
- vii. any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Hybrid Adtech Inc..

Any new Services or features of Application are subject to these Terms as well.

2.2. Changes to Flamp Services.

Please note that Hybrid Adtech Inc. may, at its sole discretion, change, modify, discontinue, or temporarily suspend the Services or improve the functionality of the Application, as well as impose limits on certain features of Services, restrict or terminate your access to the Services at any time without prior notice.

2.3. Links to Other Sites.

Hybrid Adtech Inc. may provide links from the Application to other sites as a convenience to you and solely as a reference to information that may be useful to you. The linked sites are not under our control and we are not responsible for the accuracy,

ownership, validity or legality of content of any linked site. If you choose to follow a link to a third party site, you do this at your own risk.

3. Access to Flamp Services

3.1. Creating an Account.

You may use the Services for your personal and business use or for internal business purpose in the organization that you represent.

You need to create and activate an Account in order to use the Services. Signing up is voluntary and free. By registering an Account, you confirm that information you provide is true, accurate and up to date.

You are responsible for the security of your login credentials and the confidentiality of your Account information. It is not recommended to transfer your Account information to third parties. All actions performed in the Application using your login credentials are considered to be your actions. Please notify us if any security breach or unauthorized use of your Account occur.

3.2. Eligibility.

The Services are not directed to individuals under the age of 13. You may use the Services if you are at least 13 years old.

By using the Services you represent and warrant that you have the right and capacity to enter into contractual relationships under these Terms and to abide by the terms and conditions of these Terms. You agree to comply with all applicable laws when using the Services, and to use Flamp Services for lawful purposes only.

3.3. Closing an Account.

You may stop using the Services and close your Account at any time by deleting it. You may also submit an appropriate request to close your Account to us by means of communication available in Application. You remain liable for actions taken during your Account activity even after the Account is closed.

Please note that we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your Content. We may not store backup or copies of Content that is accessible through your Account. Make sure to copy all the Content created through the Application before you delete your Account.

We reserve the right to close your Account or suspend your Access to the Services in case of violation of these Terms and/or law requirements.

Please note that your Account will be closed if not used for six months or more.

4. Fees and Payments. Refund Policy

4.1. Paid Services.

Hybrid Adtech Inc. provides the Services for free.

You may obtain a greater number of the Services and/or functions, namely: greater number of projects to create, opportunity to provide access to your projects for greater number of users, access to larger storage and any other additional Services on our discretion ("Paid Services").

4.2. Subscription.

The Paid Services are available under subscription plans of various durations (one-month, one-year and two-year subscription plans, unless otherwise provided in the Application).

Your subscription will be automatically renewed at the end of each subscription period unless you downgrade your paid subscription plan to a free plan or cancel your subscription. If you do not wish to renew the subscription, you may cancel your subscription at any time until the end of current subscription period.

If you have not cancelled your subscription or downgraded to a free plan, we will presume that you have authorized Flamp to renew your subscription and to charge the subscription fee. You will not get access to Paid Services in the event the payment for next subscription period fails.

You may choose to upgrade your subscription (e.g. change one-month to one-year subscription plan) at any time. The new subscription period will start the next day the previous one expires.

4.3. Changes to Tariffs.

Hybrid Adtech Inc. may from time to time review and change the fee for any subscription plan ("tariff"), as well as change the scope of the Paid Services and charge for use of the Services that are currently available to you for free. Any increase tariffs will not apply to you until the expiry of your current subscription period and will be effective upon your next subscription renewal.

We may send notification to you informing about upcoming changes to tariffs. But you are responsible for checking the Application for any updates to tariffs.

4.4. Payment Procedure.

You may use one of the available methods of payment to make transactions to pay for subscription under these Terms. You are responsible for any fees or other amounts that payment system or any third party charges.

4.5. Refund Policy.

We hope you enjoy using Flamp Application.

If you have subscribed to one-year or two-year subscription plan within no longer than the last 30 calendar days, and desire to cancel your subscription, you are entitled to a full refund.

In order to get your money back, please contact us on support@flamp.io after you have cancel a subscription through your Account.

Any other payments you make to us are final and non-refundable. Please note that no refund will be provided in the event of closure of your account for any cause.

5. Your use of Flamp Services

5.1. Lawful Use.

You agree to use the Application and Services in compliance with these Terms and applicable local, state, national, international laws, and regulations. You warrant that your use of the Application and Services does not infringe a third party intellectual, privacy or other rights.

You are responsible for all of your activity in the Application and in connection with the Services. We are not and shall not be held responsible for your use of the Application and Services in a way that violates the law. Any fraudulent, abusive, or otherwise illegal activity may be grounds for closure of your Account or suspending your access to the Services.

5.2. Prohibited Use.

By using Flamp Application and Flamp Services, you agree not to (or attempt to):

- i. engage in any activities related to the Services that violate any applicable law, statute, regulation, bylaw, internal company policy or breach these Terms or any other agreement or policy you have with Hybrid Adtech Inc.;
- ii. use any device, software, algorithm, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Application, or to surreptitiously intercept or expropriate any data from the Application, or breach any security or authentication measures;
- iii. take any action that causes an unreasonable or disproportionately high load on the technical infrastructure of the Application, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique;
- iv. collect data from the Application either by authorized and not authorized ways through automated means (bots, spiders, scrapers or equivalent means), or by establishing fake user accounts or by anonymous proxy servers or equivalent measures, or by circumventing any technical measures to prevent forbidden activity on the Application;
- v. make unauthorized use of the Application, including, in particular, unauthorized access to our systems or any other illegal use of any information contained on the Application;
- vi. use the Application and Services in a manner that: violates the intellectual property rights, rights to privacy, or any other rights of anyone else; is unlawful, defamatory, libelous, harassing, harmful, fraudulent, deceptive, threatening,

obscene, or otherwise objectionable; distributes malware; violates the security of any computer network, or cracks any passwords or security encryption codes.

The unauthorized or illegal use of use the Application and Services or any other breach of Terms will be investigated and appropriate legal action, including, in particular, civil, criminal or other legal proceedings, may be applied to you.

5.3. Your Content.

You retain full ownership to your Content and remain solely responsible for its compliance with these Terms and applicable law. Hybrid Adtech Inc. is not responsible or liable for any Content Users or Visitors upload and/or share. We do not take any action to investigate the Content to see whether it is legal.

You represent and warrant that you have all appropriate rights to all of your Content and that uploading and/or creating, processing, sharing and other use of a Content does not infringe or violate a third party's intellectual, privacy, and other rights, or result in the violation of any applicable law or regulation.

You must not upload or make available Content with depictions of violence, pornographic, discriminatory, libellous, racist or other illegal content. Please be aware that if any of the above is detected, we reserve the right to close your Account or suspend your access to the Services.

5.4. Feedback You Provide.

If you send any comments, suggestions, ideas, questions or provide another feedback to us in any way ("Feedback"), including recommendations to the Application, Services, software or marketing improvement or modification, new features or functionality propositions, you agree that all such Feedback is exclusively owned by Hybrid Adtech Inc. and we can use it without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you. Hybrid Adtech Inc. owns the intellectual property rights to objects created based on your Feedback.

6. Warranty Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLAMP SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE MAKE NO COMMITMENTS OR WARRANTIES ABOUT:

- i. THE CONTENT, COMPLETENESS, RELIABILITY, OR AVAILABILITY OF SERVICES;
- ii. CORRESPONDENCE OF SERVICES TO YOUR EXPECTATIONS.

HYBRID ADTECH INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT

AND ACCURACY. HYBRID ADTECH INC. DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE AND HYBRID ADTECH INC. DISCLAIMS ANY LIABILITY RELATING THERETO.

HYBRID ADTECH INC. SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WITH THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, SYSTEM ERRORS AND OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTING, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HYBRID ADTECH INC. IS NOT LIABLE WHATSOEVER FOR YOUR USE OF THE APPLICATION AND SERVICES. YOU UNDERSTAND AND AGREE THAT HYBRID ADTECH INC. IS NOT AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER LOSS OR DAMAGES, AS WELL AS LOSS OF PROFITS, LOSS OF BUSINESS, LITIGATION COSTS, OR ANY OTHER LOSSES ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF HYBRID ADTECH INC. KNOWS OR HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WE ARE NOT LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS.

NO INFORMATION YOU OBTAIN FROM US OR THROUGH FLAMP APPLICATION SHALL CREATE ANY WARRANTY, REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS. WE HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY REASON BEYOND OUR REASONABLE CONTROL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TOTAL LIABILITY OF HYBRID ADTECH INC. TO YOU IN CONNECTION WITH THE USE OF FLAMP APPLICATION AND FLAMP SERVICES EXCEED THE AMOUNT YOU PAID TO HYBRID ADTECH INC. FOR THE PAST SIX MONTHS, OR 100\$ IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO HYBRID ADTECH INC.. THIS LIMITATION IS CUMULATIVE AND DOES NOT DEPEND ON THE NUMBER OF CLAIMS.

LIMITATIONS OF LIABILITY DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

8. Disputes Resolution

8.1. Disputes between Users and Visitors.

You are solely responsible for your interactions with other Users and Visitors of the Application and Services.

8.2. Disputes with Hybrid Adtech Inc..

If a dispute arises between you and us, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute, we encourage you first to contact us at support@flamp.io to try resolving your problem directly with us.

8.3. Mandatory Litigation.

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF SERVICE.

Except as explicitly provided in these Terms, any dispute or claim relating in any way to your access to the Application, your use of the Services, or otherwise arising out of or relating to these Terms or the Services that cannot be resolved directly between you and Hybrid Adtech Inc. shall be resolved by the respective court of state of New York, USA.

8.4. Restrictions.

You and Hybrid Adtech Inc. agree that any litigation shall be limited to the dispute between you and you individually. To the fullest extent permitted by law, (i) no litigation shall be joined with any other; (ii) there is no right or authority for any dispute to be resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

8.5. Exceptions to Informal Negotiations and Mandatory Litigation.

You and Hybrid Adtech Inc. agree that the following disputes are not subject to the above provisions concerning informal negotiations and mandatory litigation (i) any disputes seeking to enforce or protect, or concerning the validity of, any of your or Hybrid Adtech Inc.'s intellectual property rights; and (ii) any claim for injunctive relief.

9. Miscellaneous Provisions

9.1. Intellectual Property.

All intellectual property rights to all content, design, text, graphics, software, logos, compilations, and other matters to the Application, including without limitation copyrights, patents, trademarks, and trade secrets are owned by Hybrid Adtech Inc. or one of its affiliates. The copying, redistribution, use, or publication of any part of the Application, unless expressly permitted in these Terms, is strictly prohibited. You agree not to display or use, in any manner, Flamp trademarks, without our prior permission.

9.2. Privacy Policy.

We collect and use your personal information as provided in our Privacy Policy. Your use of Flamp Application and Flamp Services indicates your acceptance of the Flamp Privacy Policy.

9.3. Notifications.

By using the Application, you give a consent to receive emails, notifications, information (“Notifications”) at the email address you provide to Hybrid Adtech Inc. or in your Account for any purposes relating to these Terms. For this purpose, please notify us of a change of your contact information.

9.4. Indemnification.

You use the Application and Services at your own risk and for your sole responsibility. You agree to indemnify, defend and hold us and our subsidiaries, affiliates, assignees, officers, directors, shareholders, agents and employees harmless from any claim, demand, liability, losses or expenses, including reasonable attorneys' fees, related to your use of the Application and Services, or any violation of these Terms or applicable law.

9.5. Applicable Law.

We operate and control the Application from our office in the State of New York, USA. All matters relating to the Application and Services and these Terms, as well as any dispute or claim relating to Hybrid Adtech Inc., shall be governed by all applicable Federal laws of the U.S. and the laws of the State of New York, without regard to its conflict of law provisions.

9.6. Term and Termination.

These Terms will remain in full force and effect as long as you continue to access or use Flamp Application and Flamp Services and keep your Account active. We reserve the right to suspend, limit or terminate all or a portion of your access to Flamp Services or close your Account at any time without prior notice if we determine that you violate or fail to comply with these Terms or applicable law. All provisions of these Terms, which, by their nature, should survive termination, shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

9.7. Entire Agreement. Waiver. Severability.

These Terms of Service constitute the entire agreement between you and Hybrid Adtech Inc. and supersede any and all prior oral or written understandings, proposals or agreements between you and Hybrid Adtech Inc. regarding your use of the Application and Services.

Failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. If any of the provisions of these Terms is held to be unenforceable, then such provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

9.8. Assignment.

You may not assign or transfer these Terms and any associated rights or obligations without our prior consent. Hybrid Adtech Inc. may freely assign these Terms or subcontract its obligations without restriction.

9.9. Terms of Service Updates.

We may revise, amend and modify the Terms in whole or in part from time to time without notice to you. The current version of the Terms is always available on this page. If we make significant changes to these Terms, we will use reasonable efforts to notify you, but it is your responsibility to review this Terms from time to time to be aware of any changes. Your continued use of Flamp Services after changes have been posted constitutes your agreement to be bound by the revised Terms. Please stop using Flamp Services if the revised Terms are not acceptable to you.

9.10. How to Contact Us?

Should you have any questions concerning these Terms, Flamp Application or Flamp Services, please contact us on support@flamp.io or mail us to 616 Corporate way suite 2-3353, Valley Cottage, NY 10989, USA.