

## **Terms and Conditions**

This document states the terms and conditions of Mu Million organized in Singapore, which publishes advertisements under various titles. In these terms and conditions, “the Advertiser” means the party booking advertising space together with any agent acting on their behalf and “the Publisher” means Mu Million. These Terms constitute a contractual agreement between you and us. If you do not agree to be bound by these Terms, navigate away from the Service and cease using it.

### **Insertion Order:**

- I. This Insertion Order is subject to the Standard IAB Terms & Conditions for Internet Advertising (“Standard Terms”) between the parties. The signatory of this Insertion Order represent that she/he has read and agrees to such Standard Terms.
- II. For Any Creative or tags that is not in accordance with IAB Standard or a non performing creative or tags were given to Mu Million then Mu Million cannot be accountant for non-performance however Mu Million can be given another creative or tags as an alternative. There will be a minimum development charge for all campaigns irrespective of the competition or not and that will not be borne by Mu Million for any failure from the advertiser side. Deployment cost will be prorated according to the delivery report and is a sole discretion of Mu Million. However we will ensure that the campaigns is delivered in accordance to the IO.

### **Invoice:**

- I. Invoices will be sent by Mu Million at such times as provided in the Insertion Order, or otherwise from time to time according to Mu Million’s normal billing procedures. Invoices will be sent to the billing address of the Advertiser or Agency, as applicable and as set forth in the Insertion Order.
- II. Failure by Mu Million for whatever reason to send a timely invoice will not affect Advertiser’s obligation to pay for any Ads placed in accordance with the Insertion Order.

### **Ad Placement:**

- I. The Site may contain links to other Web sites that are owned and operated by third parties. You acknowledge that Mu Million is not responsible for the accuracy, content, or availability of information accessed or linked to through the Site, nor does the inclusion of any such link imply endorsement by Mu Million of that Web site.
- II. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO. As Advertiser’s and Agency’s sole remedy for a violation of the foregoing sentence: after Agency notifies Mu Million that specific Ads are in violation of such editorial adjacencies guidelines, Mu Million will make commercially reasonable efforts to correct within 3 business days such violation. In the event that such correction materially and adversely impacts such IO, the parties will negotiate in good faith mutually agreed changes to such

IO to address such impacts. In the event that the parties cannot reach agreement on such changes within five business days from the implementation of such correction, Agency or Mu million may, upon the conclusion of such 5 business day period, immediately cancel such IO, without penalty.

**Payment Liability:**

- I. Invoices: The initial invoice will be sent upon completion of the first month's delivery, end of a calendar month or within 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Agency's billing address as set forth in the IO and must include information reasonably specified by Agency such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. Mu Million should provide invoices accompanied by proof of performance for the invoiced period, which may include access to online or electronic reporting as addressed in this document, subject to the notice and cure provisions.
- II. Mu Million should invoice Agency for the services provided on a calendar month basis with the net cost (i.e., the cost after subtracting Agency)
- III. Payment Date: Agency will make payment 30 days from receipt of invoice, or as otherwise stated in a payment schedule set forth in the IO. Mu Million may notify Agency that it has not received payment in such thirty-day period and whether it intends to seek payment directly from Advertiser pursuant to Section III(c), and may do so 5 business days after providing such notice commission based on actual delivery or based on prorated distribution of delivery over the term of the IO, as specified in the applicable IO.
- IV. Payment Liability : Unless otherwise set forth by Agency on the IO, Mu Million agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Mu Million
- V. Agrees to hold Advertiser solely liable. Mu million understands that Advertiser is Agency's disclosed principal and Agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(c) and Section X(c). Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. Agency's credit is established on a client-by client basis.
- VI. If Advertiser proceeds have not cleared for the IO, other Advertisers from the representing Agency shall not be prohibited from advertising on the Site due to such non-clearance if such other Advertisers' credit is not in question. Agency will make available to Mu Million upon request written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms and Conditions. In addition, upon the request of Mu Million, Agency will confirm whether

Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's or Agency's credit is or becomes impaired, Mu Million may require payment in advance.

**Reporting:**

- I. All requests for campaign management, malfunction, fraudulent issues should be addressed to support@mumillion.com. We will review your request, and provide you with an approval or rejection as soon as we have evaluated the request. We will attempt to approve or disapprove within 3 business day
- II. In the event that Mu Million learns that it has delivered an incomplete or inaccurate report, or no report at all, Mu Million must cure such failure within 5 business days.

**Cancellation and termination:**

- I. Without prejudice to any other rights or remedies which the Publisher may have, the Publisher may terminate the contract between Mu Million and An advertiser (without any liability)
- II. Advertiser fails to pay any amount due to the Publisher on or by the due date for payment
- III. The Advertiser commits a breach of any of the Terms and Conditions or repeatedly breaches any of these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms and conditions
- IV. Mu Million do not allow Malware, Virus Affecting links, if violation of malware find by Mu Million publisher's side your contract with Mu Million will be terminated
- V. For Any Creative or tags that is not in accordance with IAB Standard or a non performing creative or tags were given to Mu Million then Mu Million cannot be accounted for non-performance however Mu Million can be given another creatives or tags as an alternative. There will be a minimum deployment charge for all campaigns irrespective of the completion or not and that will not be borne by Mu Million for any failure from the Advertiser side. Deployment cost will be prorated according to the delivery report and is a sole discretion of Mu Million However we will ensure that the campaigns is delivered in accordance to the IO.

**Limitation of Liability:**

- I. In no event shall Mu Million be liable for any loss of profits, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any

special, indirect or consequential loss, costs, damages, charges or expenses arising out of or in connection with this advertiser agreement including any insertion order (even if Mu Million was advised of the possibility of any of the foregoing).

- II. Under no circumstances shall Mu Million be liable to the advertiser, agency or any third parties for an amount greater than the amounts received by Mu Million under the relevant insertion order in relation to which such liability may arise. In lieu of refund, u Million shall be permitted to cause the placement of “make-good” advertising, if the “make-good” advertising is provided within a reasonable period of time after the liability has accrued.

### **Refund Policy:**

- I. Refunds will be credited back to the same payment method used to add funds to your wallet and will be processed within 30 business days, if approved. Read our refund policy in full, here you are entitled to request for a refund in the following cases: first, if there has been an incorrect payment transaction. Second, if you have made a prepayment and you prove that the actions forming the basis of the pricing model of your campaign are based on a publisher’s fraudulent activities (i.e. the artificial increase of actions). In order to detect and prove publishers’ fraudulent activities you undertake to send to Mu Million weekly detailed report of sources/websites you consider to be fraudulent. In case the publisher’s fraudulent activities cannot be clearly identified based on your report.
- II. Mu Million is entitled to request additional proof from you. If you fail to submit a weekly report or additional proof regarding the publisher’s fraudulent activities, Mu Million may refuse to give a refund and adjust your balance accordingly. In case you are using post-payment method and you are able to prove publishers’ fraudulent activities pursuant to this clause
- III. Mu Million will not invoice you for the agreed actions based on publisher’s fraudulent activities. Third, if at the end of the validity of the contract it appears that you have spent for Mu Million services less than you have prepaid. In such a case you are entitled to ask for a refund within 30 days after the termination of the contract, provided that the amount of your unused balance is at least 50 euro. Before refunding, Mu Million will have to finalize all not invoiced spending and make necessary adjustments where needed.
- IV. After finalizing all current statistics, your unused balance will be refunded to you at your request, minus an administrative fee of 30% to cover Mu Million’s costs and fees related with the management of giving a refund, within 30 working days. Your refund will be credited back to the same payment method and same payment account that you used to make your last payment. You may be required to provide additional information or documentation in order for Mu Million to confirm your identity, before any refund request is processed.
- V. Please be aware that if your contract with Mu Million is terminated due to the violation of contract by you (e.g. due to your fraudulent activity), Mu Million is entitled to a contractual penalty in the amount of your unused balance and therefore, Mu Million may refuse to give you a refund by way of set-off of the claims.
- VI. Mu Million do not allow Malware, Virus Affecting links. An Advertiser can only have one offer per campaign. If an Advertiser wish to display two different Landing Pages for the

same offer, then Mu Million requires two tracking URL within the same campaign. It is forbidden to rotate several offers behind a single tracking URL and also there should not be any other offers as fall-back, which means that the offer an Advertiser promotes must be displayed also in Geo that we do not target. If we find them with the help of Media Trust we will stop the campaign without refunding.

Mu Million