

Terms of Service

Effective Date: February 01, 2020

The following Terms of service outline the rules and regulations for the use of this Website and services its provided. By accessing this website we assume you accept these terms and conditions. Do not continue if you do not agree to all of the terms and conditions stated on this page.

1. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

“Advertisement” includes all forms of digital text, graphics, rich media and other advertisements of the Client whether being broadcast visually and/or aurally via the internet including all content contained therein.

“Contract Period” means the period of time Mobiblade agrees to provide service to the Client in accordance with the terms and conditions of the purchased Package.

"Package" means the type of the advertisement service provided by Mobiblade Europe Ltd.

“We”, “Us” and “Our” means Mobiblade Europe Ltd.

“Website” means the Mobiblade Europe Ltd. Website under the domain name www.mobiblade.cn

A "Web search engine" is a software system that is designed to carry out web search (Internet search), which means to search the World Wide Web in a systematic way for particular information specified in a textual web search query. The search results are generally presented in a line of results, often referred to as search engine results pages (SERPs).

A "Social networking service" (also "social networking site" or "social media") is an online platform which people use to build social networks or social relationships with other people who share similar personal or career interests, activities, backgrounds or real-life connections.

"Chinese Media Platforms" includes Baidu, 360.cn, Sogou Search Engines , Weibo, Wechat, QQ Social Networks, Youku, QQ Player Video Players, TouTiao, Douban, Sohu, Sina news feed

"ICP licence" is a permit issued by the Chinese Ministry of Industry and Information Technology to permit China-based websites to operate in China.

In these Terms and Conditions unless the context otherwise requires:

Words importing the singular or plural include the plural and singular respectively;

Words importing any gender include every gender;

Words denoting persons include bodies and corporations;

A reference to a party or parties means the named parties to this document and includes that party's executors, administrators and permitted assigns, or if a company, its successors and permitted assigns;

Clause headings do not affect the interpretation of this document;

Where a word or phrase is given a particular meaning in this document, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

A reference to a clause or a provision is a reference to a clause of this document; and Every agreement, covenant or undertaking expressed or implied by which more than one person is bound, binds those persons and any two or more of them jointly and each of them severally.

2. PACKAGES & SERVICES

You acknowledge that the purpose of this Terms of Service is to provide advertisement services on Chinese Media Platforms.

It includes but is not limited to:

- The repurposing of your Content so as to tailor it for the different needs and requirements of the Search Engines and Social Media Networking Services
- Chinese Media Platforms accounts opening. In case of harmful, offensive, unsuitable, culturally sensitive, or unlawful content, we have the right to monitor, edit, or remove. We have the right to reject or remove any content based on our discretion and/or determine the time of posting of any content and advertising campaigns

Basic Package includes:

Opening accounts in local Chinese Media Platforms. It also includes free hosting and consultation for obtaining ICP license.

Business Package includes:

Basic package plus additional advertisement services setup in Chinese Web Search Engines and Social Networks. Reporting services.

Enterprise Package includes:

"Business package plus Baidu analytics set up, programmatic traffic service media planning. Digital content localization, training and weekly support.

"

Additional services includes:

Mobiblade can provide additional services such as a translation of materials, third-party analytics tracking setup etc for additional cost.

3. CREDIBILITY OF PROVIDED INFORMATION

"Following receipt of your 'Insertion order form', we will use the information you have provided us with to conduct further enquiries about you as we may deem necessary or appropriate in the circumstances in order for us to fulfil our legal obligations; we will further use the information you provide us with to assess and determine the appropriateness of you entering into a business relationship with us. This includes, but it is not limited to, verifying your identity information, obtaining references from third-party database lists, other financial institutions. In some instances, either on a sample basis or because we have reason to believe that further searches are necessary, in order for us to satisfy any legal or regulatory requirement, we will conduct other searches with third-party information providers and databases (public or otherwise). You understand that such enquiries can be conducted at any stage of the relationship and we expect you to assist us with any additional information, as failure to do so would lead to termination of the relationship between you and us."

"The client is responsible for providing Mobiblade with correct and accurate information at all times and that we

can rely on and further use the information you have provided us with. If any of the information you have provided us with changes, you need to notify us in writing. "

4. CONTRACT PERIOD & PAYMENT

Services must be delivered to the client within 30 days after the payment is received.

Failure to provide required information by the client for the services purpose will not lead to refund of the the payment.

5. LIMITATION OF LIABILITY

To the fullest extent possible, we, our affiliates, directors, employees and related entities exclude all liability including but not limited to, all liability whether in tort or contract or otherwise for any claim, damages, any actual, special, direct, indirect, exemplary, special or consequential loss or damage, costs, expenses, claims in respect of economic loss, loss of profits, any loss of or damage to data, property or goodwill, or death or injury to any person of whatever nature and however or wherever sustained, including by negligence arising out of or in connection with your or any person's use of the website or our services, even if advised of the possibility of such damages.

To the fullest extent possible we exclude all liability relating to any errors, omissions and offensive, harmful, inaccurate, deceptive or defamatory content contained or implied in the Website.

6. INDEMNITY

Client agrees and indemnify and forever hold Mobiblade, its related entities, officers, directors, employees, agents and affiliates harmless against liability for any claims, demands, proceedings, losses, damages whether actual, special or consequential, expenses and costs, including legal costs on an indemnity basis, made by you or by any third-party as a result of or in connection with your use of the Website or your or a third-party's breach of these Terms and Conditions, any applicable law or the rights of a third-party.

7. VAT POLICY

In order to be compliant with European and Cypriot VAT regulations, we are required to remit a VAT tax:

Local VAT rate of country of residence is applied to individuals from EU countries

Local VAT rate of country of residence is applied to companies from EU countries that cannot provide a valid VAT number

19% VAT rate is applied to both Cypriot individuals and Cypriot companies registered as well as not registered for VAT

0% reversed charge VAT is applied to companies from EU countries which provide a valid VAT number

0% VAT is applied to individuals and companies located outside the EU

0% VAT is applied to companies located in the exempt EU territories

8. INTELLECTUAL PROPERTY

Mobiblade is a Trademark of Mobiblade Europe Ltd. It is strictly prohibited to use this trademark unless expressly authorized by us. All other trademarks, trade names, service marks and the like that appear on the Website are the property of their respective owners. You may not use any such intellectual property without the respective owner's express consent.

9. COMPLIANCE WITH LAWS

You must comply with all applicable laws (including domestic and international), statutes, ordinances and regulations when using our services. It is your responsibility to investigate whether and what information you

may lawfully advertise.

10. FORCE MAJEURE

Mobiblade will not be liable for failing to perform under these Terms and Conditions by the occurrence of any event beyond its reasonable control, including, without limitation, a labour disturbance, an internet outage or interruption of service, a communication outage, a failure by a service provider to Mobiblade to perform, fire, threatened or actual act of terrorism, natural disaster or war.

11. SERVICES FROM THIRD PARTIES

Any links to services, goods, resources or information of third parties provided at the Website whether through third-party advertising or otherwise, are not controlled by Mobiblade. We make no representations or warranties, including without limitation warranties of fitness for a particular purpose, merchantability and non-infringement, regarding any services, resources, goods or information of any third-party. We will not be liable for your use of or reliance on the services, resources, goods or information of third-parties.

12. SEVERABILITY

If any provision of these Terms and Conditions or any policy or document found on this Website is void, voidable, unenforceable or illegal in accordance with its terms, but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down such provision shall be read down accordingly.

If, notwithstanding the above paragraph a provision is still void, voidable, unenforceable or illegal:

if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed; and

in any other case, the whole provision is hereby severed, and the remainder of these Terms and Conditions and any policy or document on this Website shall be of full force and effect.

13. ASSIGNMENT

We may assign our rights to these Terms and Conditions in our absolute discretion without giving any notice, without prejudice to applicable data protection requirements.

You are strictly prohibited from assigning or transferring any rights you may have under these Terms of Use. Any attempted assignment or transfer by you shall be void and without legal effect.

14. DATA PROTECTION

Each party shall include conspicuously on its website(s), a privacy policy that describes how such party collects, uses, stores and discloses users' personal data if any is collected, including without limitation Email addresses, and informs users about their rights and instructs them how to opt-in or opt-out of such practices. Publisher's privacy policy shall disclose that third-party advertisers may place cookies on the browsers of visitors to the Publisher's Website(s).

Each party warrants to the other that, during the term of this Agreement, it shall comply with all applicable rules and regulations (including but not limited to, laws governing privacy, and data protection, in particular but not limited to GDPR requirements when applicable).

15. WAIVER

The failure, delay or omission by us to exercise any power or right conferred upon us by these Terms and Conditions shall not operate as a waiver of such power or right, nor shall any single exercise of any such power

or right preclude any other or future exercise of the power, or the exercise of any other power or right under these Terms and Conditions.

16. AMENDMENTS

We reserve the right to amend these Terms and Conditions and any of our policies and documents at any time in our absolute discretion. Any amendments will be posted to the relevant page where the policy or document is usually found and will be notified on the “News” section of the Website. Unless specified otherwise, all amendments will be effective seven (7) days after first being notified on the “News”. By continuing to use the website you will be deemed to have agreed to the amended Terms and Conditions or policy.

The Terms and Conditions cannot be individually amended except in writing signed (non-electronically) by Mobiblade and yourself.

17. ENTIRE AGREEMENT

These Terms and Conditions together with all policies and documents incorporated by reference comprise the entire agreement between you and us. You agree that you have not relied on any prior representations, statements, claims or agreements not contained in these Terms and Conditions.

18. DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Cyprus. For any matter related to the interpretation or execution of these Terms and Conditions, the parties expressly waive to submit to any courts which might have jurisdiction over the subject matter, and agree to submit to the sole competence and jurisdiction of the Cyprus Courts.