

Mobfox
Part of Matomy Media Group
("Mobfox")

REFER A PUBLISHER PROGRAM RULES

The Mobfox Refer a Publisher Bonus Program (the "**Program**") is sponsored by Mobfox. By participating in the Program you agree to comply with, and be bound by, the following Mobfox Refer a Publisher Bonus Program Rules (the "**Rules**").

MOBFOX AGREEMENTS:

To the extent applicable and except as expressly stated herein, the Program, and each existing Mobfox publisher participation in the Program, shall be governed by the Mobfox's terms and conditions available on Mobfox site including, without limitation, the Matomy Global Privacy Policy ("**Privacy Policy**," and collectively, the "**Mobfox Agreements**"). These Rules are hereby incorporated into the Mobfox Agreements, and any and all terms and conditions contained therein (including limitations on Matomy Group and each of its affiliated companies liability) shall apply to these Rules. Other than with respect to the Program, where there is a conflict between the terms and conditions of these Rules and those of the Mobfox Agreements, the applicable Mobfox Agreements shall govern in all respects.

The term "**Matomy Group**" shall mean Matomy Media Group Ltd. and all of its affiliated entities and subsidiaries.

Please review these Rules, and all applicable Mobfox Agreements carefully, prior to participating in the Program. If you do not agree to the terms and conditions contained in these Rules, and all applicable Mobfox Agreements, you are not authorized to participate in the Program.

ELIGIBILITY:

The Program is open only to: (a) individuals who are at least eighteen (18) years of age; or (b) valid legal entities; that can (c) enter into legally binding contracts under applicable law; and (d) that are already registered as a Publisher in the Mobfox Publisher Platform (the "**Platform**") and accepted as a publisher of Mobfox; and (e) who have generated at least US\$1000 Valid Revenue (as defined below) each month (or equivalent in other currency) as Publishers on the Platform during the last 6 months commencing as of the beginning of the Program Period. Publishers who meet the criteria set forth in subsections (a)-(e) will be referred to as an "**Eligible Publisher(s)**".

The Program is void in any jurisdiction where the Program is prohibited by law, rule or regulation. Employees, officers and directors of the Matomy Group, each of their respective legal representatives, affiliates, parents, subsidiaries, advertising, promotional, fulfillment and marketing agencies, and their immediate families (and those living in their respective households), are not eligible to participate in the Program and/or earn the Bonus. Individuals and/or entities that do not meet the eligibility terms set forth above prior to the commencement of the Program Period (as defined below) are not eligible to enter the Program.

REFERRING NEW PUBLISHERS:

In order to earn the Bonus, Eligible Publishers will be provided with a designated referral link for referring new unregistered publishers (as defined below) ("**Referred Publisher(s)**") which will, subject to the Rules, award the Eligible Publisher who referred such Referred Publisher with the Bonus. "**Referred Publisher(s)**" means: (i) any entity registering as a Publisher to the

Platform during the Program Period, and (ii) who has successfully completed the Platform registration process and completes all of the correct and verifiable data requested during the applicable registration process (collectively, “**Registration Data**”) through such referral link, and (iii) have been accepted by Mobfox at its sole discretion as Publishers, and (iv) has not been registered or activated with Mobfox in the past as a publisher, whether directly or indirectly, and (v) who have generated at least US\$1500 Valid Revenue (as defined below) each month (or equivalent in other currency) as Publishers on the Platform during the Bonus Calculation Period (as defined below).

The Bonus will be paid to the Eligible Publisher who provided the registration link only with respect to the bona fide revenues generated during Bonus Calculation Period, as set out herein below. Referred Publisher(s) must update their Registration Data, as necessary, as a condition for the Eligible Publisher to remain eligible to receive a Bonus. Upon submission of the Registration Data during the Program Period, and receiving approval from Mobfox, each Referred Publisher must complete the field relating to the Eligible Publisher that referred it/him/her.

Failure to complete this field during the registration process will disqualify the Eligible Publisher from participation in the Program and no Bonus will be due in connection with such Referred Publisher.

Individuals and/or entities attempting to register as Referred Publisher that have already registered as Publisher with the Platform prior to the commencement of the Program Period are not eligible to register as Referred Publisher(s) and no Bonus will be due in connection with such Referred Publisher. Mobfox reserves the right to reject any attempted registrations by Referred Publishers that it believes, in its sole and reasonable discretion, are fraudulent, incomplete or otherwise invalid. **MATOMY GROUP IS NOT RESPONSIBLE FOR ATTEMPTED REFERRED PUBLISHERS REGISTRATIONS THAT ARE LOST, LATE, ILLEGIBLE, MISDIRECTED, DAMAGED, INCOMPLETE OR INCORRECT AND/OR FOR ANY ERROR, FAILURE OR INACCESSIBILITY OF THE PROGRAM WEB PAGE.**

Mobfox, at its sole discretion, may deny and/or disqualify any Publisher from participating in the Program for any reason, including violations. Decisions of Mobfox concerning the Program are final. It is hereby agreed that if the Eligible Publisher account is terminated for any reason, the participation of such Eligible Publisher in the Program will be terminated as well.

Subject to the Privacy Policy, by registering for the Program, the applicable individual and/or entity also agrees to accept e-mail marketing from the Matomy Group. See the “Privacy Statement” Section herein below for detailed information concerning the Privacy Policy.

HOW TO EARN THE BONUS:

Mobfox will award each the Eligible Publisher that duly refers a Referred Publisher as set forth herein with a special bonus commission equal to US\$1200.

“**Bonus Calculation Period**” means the first 90-days of such Referred Publisher activity.

“**Valid Revenue**” means actual bona fide revenues generated by the Eligible/Referred Publisher as verified and reported solely by Mobfox in its sole and absolute discretion, and do not include any unapproved, fraudulent, non-compliant transactions or any transactions which are subject to chargebacks or other deductions.

The payment of the Bonus shall be based on Mobfox's notice via e-mail to the Eligible Publisher during the Program Period.

Each Eligible Publisher may refer more than one Referred Publisher and therefore may receive more than one Bonus (one Bonus per each Referred Publisher) subject to the terms above. The Eligible Publishers acknowledge and agree that they will not have any right in or to actual earnings reports of the Referred Publisher or any other inspection rights and they irrevocably waive any claim or demand relating to the manner the Bonus is calculated.

All Bonus payments will be paid against a duly issued invoice together with the next payment due to the Eligible Publisher that follows the end of each applicable month during the Bonus Calculation Period (as described above), in accordance with his/her/its payment terms, at Mobfox's discretion.

MOBFOX IS NOT RESPONSIBLE FOR VALID REVENUE THAT IS NOT PROPERLY RECORDED, MISDIRECTED, INCOMPLETE OR INCORRECT AND/OR FOR ANY ERROR, FAILURE OR INACCESSIBILITY AND/OR PLATFORM FUNCTIONALITY. ALL DETERMINATIONS REGARDING VALID REVENUE SHALL BE MADE BY MOBFOX IN ITS SOLE AND ABSOLUTE DISCRETION, AND WILL BE FINAL AND BINDING ON YOU.

PROGRAM PERIOD:

The Program Period begins January 1st, 2017 and ends December 31, 2017 11:59:59 p.m. EST (“Program Period”).

PRIVACY STATEMENT:

For a thorough recital of the Matomy Privacy Policy, [Click Here](#). To the extent that the Matomy Privacy Policy is in conflict or inconsistent with these Rules as they pertain to the Program, these Rules shall take precedence.

TAX INFORMATION:

Federal, state and local taxes, and all similar fees and assessments, are the responsibility of the Bonus earner. Mobfox reserves the right to withhold taxes from the Bonus, as appropriate.

NO SUBSTITUTION OF BONUS EARNERS:

No substitution or transfer or exchange of the Bonus will be accommodated or permitted, except in Mobfox’s sole discretion.

PUBLICATION:

Program participation constitutes permission for Mobfox to use each Eligible Publisher's name and/or individual name and likeness, as applicable, for advertising and promotional purposes without further compensation, excluding where otherwise prohibited by law.

RELEASE:

By participating in the Program, each Eligible Publisher agrees to release and hold harmless the Matomy Group, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents from and against any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Program including, but not limited to, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages or monetary loss. Restrictions, conditions and limitations apply. By participating in the Program, each Eligible Publisher further agrees that, in the event that there is any conflict or other inconsistency between the Rules and any advertisements, promotional or marketing materials, e-mails or announcements relevant to the Program, these Rules will govern.

CHOICE OF LAW/DISPUTE RESOLUTION/CLASS ACTION:

With respect to Eligible Publishers these Rules shall be subject to the laws of the State of Israel, without giving effect to the conflict of laws principles thereof and all parties hereby irrevocably submit to the exclusive jurisdiction of the appropriate courts in Tel-Aviv, Israel, to resolve any dispute arising out of or pursuant to these Rules.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against the Matomy Group and/or their respective employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a

lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that the Matomy Group incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement.

DISCLAIMERS/DISQUALIFICATION:

Mobfox expressly disclaims any and all liability relating to the Program and you hereby irrevocably waive any claim or demand against Matomy Group, its subsidiaries, affiliates, as well as its and their representatives, agents, successors, assigns, employees, officers and directors in connection with the Program.

The Matomy Group, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable Platform server or other connections, miscommunications, failed telephone or computer transmissions or technical failure, loss of Publisher registrations, Valid Revenue tracking errors, jumbled, scrambled or misdirected transmissions, or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Platform and/or Program, as solely determined by Mobfox, will be disqualified. If disqualified for any of the above reasons, Mobfox reserves the right to terminate the applicable Eligible Publisher's eligibility to participate in the Program. In the event that any portion of the Platform and/or Program is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Mobfox which, in the sole opinion of Mobfox, corrupts or impairs the administration, security, fairness or proper determination of the Program, Mobfox reserves the right, in its sole discretion, to suspend or terminate the Program, any part of the Program or any combination of the above. The Matomy Group, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents are not responsible for any problem with Eligible Publisher registrations and/or Valid Revenue tracking generated by computer hardware or software malfunction, error or failure, whatever the cause.

INDEMNIFICATION:

You agree to release, indemnify and hold the Matomy Group, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Program Web Page, Platform and/or participation in the Program; (b) your breach of these Rules and/or any of the Mobfox Agreements; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of the Matomy Group and each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

MODIFICATION/NOTICE:

Mobfox may suspend, modify or terminate this Program, in whole or in part, for any reason, at any time.

LEGAL WARNING:

Any attempt by any individual, whether or not a participating Eligible Publisher, to damage, destroy, tamper with or vandalize the Program Web Page, Platform or otherwise interfere with the operation of the Program, is a violation of criminal and civil law and Mobfox will diligently

pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

SEVERABILITY:

Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.