

General Terms and Conditions

Welcome to our online platform (hereinafter the “Platform”) which allows you to receive sponsorships for your gaming channels on YouTube Twitch and/or Twitter. In order to be able to access the Platform, you need to register an account and accept these General Terms and Conditions (hereinafter “Terms”).

DEFINITIONS

Visiax BVBA

a partnership under the laws of Belgium, having its registered office at Maria-Theresiastraat 51, 3000 Leuven (Belgium), registered with the Crossroads Bank for Enterprises under number 0660.893.167 Register of Legal Entities of Leuven and with VAT-number BE 0660.893.167, owner of the Adshot registered trademark.

Hereinafter: “Adshot”, “We”, “Our”, or “Us”;

User

any physical person or (legal) entity that makes use of the Platform.

Hereinafter: “User” or “You”

Advertisers

network of advertisers collaborating with Adshot, who want to generate publicity for their products or services through sponsored content on gaming channels. Each separate Sponsorship Offer (as defined below) is linked to a specific Advertiser.

1. GENERAL

- 1.1. You accept to be bound by the Terms and recognize that you have read and understand all its provisions and their legal consequences
- 1.2. You warrant that you have the legal capacity to enter into and form binding contracts under applicable law. You warrant that you are at least 13 years of age. If you are under the age of 13, you may not use the Platform. If you are under the age of 18, you may only use our Platform with prior authorisation from a parent or legal guardian and must be able to present such written authorisation upon request by Adshot.
- 1.3. When using our Platform, your (personal) information will be processed in accordance with our [Privacy Policy](#)
- 1.4. Adshot reserves the right to modify, add or remove any part of these Terms without notice. It is your responsibility to review these Terms regularly. Your continued use of the Platform following modifications to the Terms will imply that you accept such modifications. Changes to these Terms will not apply to any transaction, claim or dispute that arose before the changes became effective, all of which will remain subject to the version of these Terms in effect at the time that such transaction, claim or dispute arose.
- 1.5. These Terms shall come into effect as of the date of their acceptance (whether it be explicit, or implicit). If any of the provisions in these Terms would be considered null or void, the other provisions remain valid and applicable. Adshot reserves the right to

replace such null or void provisions with a provision of equal effect renegotiated between the parties in good faith.

2. THE PLATFORM

- 2.1. The Platform offers Users the following features (hereinafter the “Features”):
- To register an Adshot account and enter/modify personal information (including preferences or interests with respect to sponsorships);
 - To receive and accept sponsorship offers (hereinafter “Sponsorship Offers”);
We rely on advanced algorithms to provide our Users with the Sponsorship Offers most suited to their preferences.
 - To authenticate online gaming channels on YouTube, Twitch and/or Twitter;
We rely on the API's of the aforementioned channels to derive statistics relevant for making appropriate Sponsorship Offers.
 - To communicate with our Platform administrators;
To facilitate the communication between Users and Us, we rely on a third party service provider, Discord. You can consult its general terms and conditions at its website (<https://discordapp.com/>).
 - To receive an overview of the metrics of executed Sponsorship Offers and the remuneration connected thereto;
 - To receive payment for duly executed Sponsorship Offers;
Hereinafter any reference to the Platform shall include reference to the Features offered via the Platform and vice versa.
- 2.2. You accept sole responsibility for making use of the Platform.
- 2.3. Adshot reserves the right to suspend, limit or terminate, temporarily or permanently, any aspect of the Platform, including, but not limited to content, Features, and hours of availability and/or restrict access to parts or all of the Platform at its sole discretion. Adshot may do so with(out) further notice or liability towards you and or any third party.

3. ACCOUNT - USE OF THE PLATFORM

- 3.1. In order to use the Platform you need to register an account (hereinafter the “Account”).
- 3.2. You can only register an account, if you have at least a registered YouTube channel with a minimum of 500 subscribers and/or Twitch channel with a minimum of 500 followers. The channel(s) need to be linked to the Account. In combination with at least one of the aforementioned channels, you can also link a Twitter channel to the Account. The User must be the legitimate, registered and sole user and owner of the channels linked to his/her/its Account.
- 3.3. A physical person or (legal) entity can only register one Account. Each Account is limited to only one User and cannot be shared with, accessed by, sold, leased, sublicensed or otherwise transferred to any other party than the registered User.
- 3.4. You agree to provide accurate information in connection with your Account, and to keep such information up to date.
- 3.5. Adshot reserves the right to suspend and/or delete any Account immediately upon violation of these Terms. You may also terminate your Account at any time. Such suspension, termination and/or deletion will not lead to any right for reimbursement, nor any indemnity for the affected User. During any suspension, these Terms remain to be applicable. The User agrees to hold Adshot harmless with regard to any claim

from a third party which has been affected by such suspension, termination or deletion. You agree to notify us immediately if you become aware of any unauthorized access to or use of your Account or any other breach of security with regard to our Platform.

- 3.6. After any termination of your Account and/or any termination of your access to or use of our Platform, all provisions of these Terms which by their nature should survive will survive and remain in full force and effect, including without limitation, all outstanding obligations you may have to us under these Terms and all remedies for breach of these Terms.
- 3.7. Adshot reserves the right to screen, review and/or monitor User content and/or communications transmitted through our Platform. Adshot reserves the right to investigate potential violations of these Terms, any specific terms and conditions, and or any other agreements with Users, in order to (1) detect, prevent or otherwise address fraud, security or technical issues and (2) to respond to claims against us or comply with any law, regulation, legal process or government request.
- 3.8. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and to cover the entire cost of any services and repairs to your computer system that may be necessary as a result of your use of the Platform.

4. SPONSORSHIPS

- 4.1. The Sponsorship Offers made available to the User on the Platform will include the terms and conditions for the specific sponsorship (hereinafter "Specific Terms"), which will apply upon acceptance of the offer in addition to these Terms. The Specific Terms will include, among others, details on the services that are requested (for example Twitch break scenes, video stream overlay, Twitter in-profile banner, product giveaway, etc.), the details of the Advertiser concerned, the term during which the activities need to be performed and the remuneration offered in exchange for the services. In any case, you shall use all reasonable endeavours to execute the Sponsorship Offers in an adequate manner. You warrant that you will not infringe any applicable law, regulation, third party rights and/or terms and conditions of the channels used, in particular with respect to advertising, and that you will observe the principles of fair advertising and of fair business practices.
- 4.2. The Sponsorship Offers are made to the User in the name and for the account of Adshot. There will be no contractual relationship between User and Advertiser. All contacts with respect to the execution of the Sponsorship Offer will be between User and Adshot.
- 4.3. Sponsorship Offer is presented as one or more inseparable Measurable Services. The services will be measured and remunerated on the basis of metrics described in the Specific Terms (e.g. number of views). The metrics to be met will include a unit price and a maximum (hereinafter "Maximum Metrics"). By accepting a Sponsorship Offer on the Platform, the User agrees to execute all the Measurable Services included under that Sponsorship Offer.
- 4.4. If the metrics of an executed measurable service exceed the Maximum Metrics, the remuneration is limited to the amount linked to the Maximum Metrics. Metrics and the remuneration connected therewith are linked to a certain measurable service and will not be allocated or transferred to another measurable service within the same or another Sponsorship Offer.
- 4.5. The User is entitled to a remuneration from Adshot for Sponsorship Offers which have been executed duly and fully (i.e. all Measurable Services of a specific Sponsorship Offer are executed in accordance with the Specific Terms of the concerned Sponsorship). Only when all Specific Terms of a certain Sponsorship Offer

have been met, will the User be entitled to the agreed remuneration. All metrics on which the remunerations are based, will be measured and collected by Adshot.

- 4.6. All remunerations are paid in Euro (EUR/ €). Indication of other currencies on the Platform is solely for reference purposes only. Adshot cannot be held liable for any differences that may arise between the estimated amount of your Sponsorship offer and the amount paid, due to, for instance, changing currency rates and/or bank fees and/or any other related costs in respect to the transaction.
- 4.7. You can access an overview of the remunerations to which you are entitled and request payment of such remunerations via the “My balance” section of your Account. Entitled remunerations are added to “My balance” within 30 days after Adshot received the payment of the client with regard to that specific campaign. Payment can only be requested when the amount listed under the “My balance” section of your Account amounts to at least 20 euros. Requested payments will be executed within 7 days through the payment method selected by you on the Platform.
- 4.8. When a remuneration is added to the “My balance” section of your Account, you will receive an e-mail notification (hereinafter “Revenue Statement”).
- 4.9. The User receives the remuneration minus any taxes or levies that Adshot is required to withhold in accordance with any applicable law.
- 4.10. In the event that a User wants to contest the correctness of a Revenue Statement or a payment, this must be done immediately, and in no event later than within 5 working days, upon receipt of the Revenue Statement or payment. If no comments are made regarding the Revenue Statement or payment within this term, the revenue statement or payment will be deemed to be accepted by the User.
- 4.11. In case your Account is terminated or deleted, you will receive any outstanding remunerations to which you are entitled in accordance with articles 4.6 and 4.7 of these Terms. Adshot reserves the right to immediately suspend payment and/or withhold payment in the event of a breach of these Terms.

5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 5.1. Adshot retains the full and exclusive intellectual property rights with regard to the Platform and any updates, adaptations, translations, customizations or derivative works thereof, including but not limited to copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Such intellectual property may only be reproduced if prior written authorisation has been obtained from Adshot. Any unauthorised use is strictly prohibited.
- 5.2. You agree that any content created through use of the Platform, which is eligible to be protected under an intellectual property right, can be the subject of an agreement to transfer or license these rights to Adshot upon the request of Adshot. You agree to enter into good faith negotiations with Adshot upon its request.
- 5.3. You are solely liable for ensuring that any content provided by you to Adshot does not infringe any applicable law or regulation, nor any intellectual property rights, privacy and data protection rights or other contractual rights of a third party (including any other Users of the Platform).
- 5.4. Adshot hereby grants you a royalty-free, worldwide, non-exclusive license for the duration of each Sponsorship Offer, to use, reproduce, modify and translate any data, content or intellectual property right provided to you to execute the Sponsorship Offer(s) accepted by you, in accordance with the Specific Terms for the Sponsorship Offer(s) and as necessary to execute the Sponsorship Offer(s).

- 5.5. You hereby grant Adshot (and its sub-licensors (if any)) a royalty-free, perpetual, non-exclusive worldwide license for the duration of our agreement, to use, reproduce, modify and translate any data, content or intellectual property right you own or hold (e.g. logo's, audio-visual content etc.), as necessary for the Features.
- 5.6. Either party undertakes to keep confidential any and all confidential information (i.e. any and all information and documentation of either party, including but not limited to, know-how, industrial information, technical information and data, customer and supplier names and information, customer lists, trade secrets, business processes, methodologies, tools, financial data, statistical information, personnel and other business data and any commercially valuable information in whatever form, to the extent that such information is not publicly available or easily accessible) of the other party and not to disclose the confidential information in whole or in part to any other person, without the other party's prior written consent, and this during the entire term of the Agreement and at any time thereafter, both in Belgium and abroad.

6. INADMISSABLE CONTENT AND INADMISSABLE USE OF THE PLATFORM

- 6.1. Adshot explicitly prohibits any use of the Platform and the uploading and posting of any content on the Platform or, when related to your activities performed in the context of an accepted Sponsorship Offer or to an Advertiser linked to an accepted Sponsorship Offer, elsewhere, which can be considered as, including but not limited to the following:
- likely to negatively affect (the reputation of) Adshot and/or the Advertiser - Criticism is possible, but should be well substantiated and not predominant;
 - harmful, illegal, unsuitable or offensive;
 - discriminatory, libellous or obscene behaviour, bullying, hate speech or any other behaviour which may be physically or psychologically harmful to others;
 - of a sexual or pornographic nature and/or nudity, defamatory or vulgar;
 - misrepresenting your relationship with any person or entity;
 - promoting discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - deceptive, inaccurate, misleading or fraudulent;
 - violates or encourages any conduct that would violate, any applicable local, state, national, or international law or regulation, including any tax law, consumer protection law, or law governing the export or import of data, goods, services or software;
 - infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- 6.2. Adshot explicitly prohibits any use of the Platform:
- entailing deciphering, decompiling, reverse engineering, or otherwise deriving or extracting any source code or underlying ideas or algorithms of our Platform;
 - entailing the use of any robot, scraper, spider, or other automatic or manual process to monitor or extract data from our Platform without our express prior written permission;

- in an automated way, *i.e.* automated consultations, machine generated and/or by software or hardware system, and any use based on algorithms, mathematical series and/or by comparison other database.
- 6.3. Adshot explicitly prohibits any form of so-called artificial traffic or click fraud (including but not limited to robots, scrapers, spiders, view bots, crawlers, fake followers, click farms, etc.) which is aimed at artificially generating traffic on the channels linked to the Account and consequently at influencing metrics. Adshot reserves the right to suspend and/or delete any Account immediately upon detection of the use of artificial traffic or click fraud on the channels linked to the Account. The User will not receive any remuneration in exchange for the execution of Sponsorship Offers during a period where such artificial traffic or click fraud was used.
- 6.4. Adshot explicitly reserves the right to delete from its Platform, without any prior notice, or, when related to your activities performed in the context of an accepted Sponsorship Offer or to an Advertiser linked to an accepted Sponsorship Offer, ask for the immediate deletion by the User when uploaded and posted elsewhere, any material that violates applicable law, public order or common decency, these Terms or any terms and conditions. Adshot cannot be held liable for any compensation, damages and/or other liabilities resulting from any violation of the foregoing restrictions, or any other harm resulting therefrom. You agree to notify us immediately if you become aware of any materials on the Platform you deem not in compliance with aforementioned provision.

7. LINKS

- 7.1. The Platform may include links and other features which enable access to and/or depict other websites or services, and other websites or services may include links to our Platform. You are solely responsible for, and assume sole risk arising out of, any use of any such websites or services, or any information, materials, goods or services on or available from any such websites or services

8. DISCLAIMER OF WARRANTIES

- 8.1. You acknowledge that your access to our Platform and use thereof is at your own risk and that our Platform is provided to you on an “as is” basis.
- 8.2. Adshot does not endorse or make any representations or warranties of any kind, express or implied, with respect to User generated content, whether as to legality, accuracy, truthfulness, reliability or otherwise.
- 8.3. No advice or information (whether oral or written) obtained from Adshot, our administrators or through our Platform will create any warranty by aforementioned parties, not expressly stated in these Terms or in a separate written agreement between you and us.

9. LIMITATION OF LIABILITY

- 9.1. ADSHOT WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY (IN)DIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH:
- i. THESE GENERAL TERMS AND CONDITIONS;
 - ii. OUR PLATFORM;
 - iii. YOUR ACTIVITIES PERFORMED IN THE CONTEXT OF AN ACCEPTED SPONSORSHIP OFFER;

- iv. THE USE OF OR INABILITY TO USE OUR PLATFORM;
 - v. ANY CONDUCT, PERFORMANCE OR NON-PERFORMANCE (WHETHER ONLINE OR OFFLINE) OF ANY OTHER USER OR OTHER THIRD PARTY ON OR IN CONNECTION WITH OUR PLATFORM; OR
 - vi. ANY CONTENT, GOODS OR SERVICES MADE AVAILABLE ON, THROUGH, OR IN ANY WAY CONNECTED WITH OUR PLATFORM (WHETHER ONLINE OR OFFLINE) BY US OR ANY OTHER USER OR OTHER THIRD PARTY.
- 9.2. OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR OUR PLATFORM WILL UNDER NO CIRCUMSTANCES EXCEED THE GREATER OF 500 EURO (EUR 500) *OR* THE TOTAL AMOUNT OF THE SPONSORSHIP OFFER GIVING RISE TO SUCH LIABILITY.
- 9.3. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY PROVIDED ABOVE APPLY TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ANY OF ADSHOT HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND EVEN IF A REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. APPLICABLE LAW MAY NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS PROVIDED ABOVE MAY NOT APPLY TO YOU, IN WHICH CASE THE LIABILITY OF THE ADSHOT WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. GENERAL RELEASE & INDEMNIFICATION

- 10.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE ADSHOT FROM ALL CLAIMS, DEMANDS, SUITS, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES, LIABILITIES, AND ALL FEES, COSTS, AND EXPENSES OF ANY KIND RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND SETTLEMENT AMOUNTS) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN CONNECTION WITH:
- i. OUR PLATFORM; OR
 - ii. ANY DISPUTES BETWEEN YOU AND ONE (1) OR MORE OTHER USERS OR OTHER THIRD PARTIES RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF OUR PLATFORM OR FROM YOUR ACTIVITIES PERFORMED IN THE CONTEXT OF AN ACCEPTED SPONSORSHIP OFFER;
 - iii. ANY USER CONTENT OR CONDUCT, PERFORMANCE OR NON-PERFORMANCE (WHETHER ONLINE OR OFFLINE) OF ANY OTHER USER OR OTHER THIRD PARTY IN ANY WAY CONNECTED WITH OUR PLATFORM, INCLUDING ANY DEFAMATORY, MISLEADING, OFFENSIVE OR UNLAWFUL CONDUCT OR USER CONTENT, OR ANY UNAUTHORIZED ACCESS TO OR USE OF OUR PLATFORM, YOUR ACCOUNT OR YOUR USER CONTENT AND/OR INFORMATION;
 - iv. ANY NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY BREACH OF THESE TERMS BY YOU.

11. FISCAL RESPONSIBILITIES OF THE USER

- 11.1. You acknowledge that it is your own responsibility to report any income from any activity through use of the Platform to your local fiscal administration, if necessary.

Adshot cannot be held liable for any act/omission, neither for any taxes, penalties and/or interests due by Users, in respect to any activities performed by Users in the context of the Sponsorship Offer.

12.COMMUNICATION

- 12.1. You expressly agree upon receiving electronic communications from Adshot. You agree that we may communicate with you by posting notices on the Platform and/or by email. You acknowledge receipt of any electronic communications received by you on the day that we send them.
- 12.2. You can contact Adshot via the Platform or via e-mail on hello@adshot.io.

13.JURISDICTION & CHOICE OF LAW

- 13.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.
- 13.2. The competent courts of Leuven will have exclusive jurisdiction over any claim arising from, or related to these Terms.