



meraxe.com

Meraxe Inc.

Last Revised: March 2, 2020

TERMS OF SERVICE

INTRODUCTION

These Terms of Service (the "Terms") are an agreement between you or the entity you represent ("you," "your," or "user") and Meraxe Inc., a corporation governed by the laws of the State of Delaware, USA ("Meraxe," "we," "our," or "us"). Meraxe owns and operates a website meraxe.com and any mobile application associated with it (together, the "Platform"), which is a marketplace for various contests, including marketing campaigns, sweepstakes, polls, quizzes, video contests, text contests, quests, challenges, and trivia games (together, "Contests").

The Terms include and hereby incorporate by reference Meraxe's Privacy Policy found at <https://meraxe.com/privacy>. You must read, agree to, and accept all of the terms and conditions contained in these Terms and any policies incorporated herein by reference in order to use the Platform and services associated with it ("Services"). If you do not accept these Terms in their entirety, you must not access or use the Platform. To the extent permitted by applicable law, we may, at any time, amend these Terms, including any features or functionality of the Platform or Services, without prior notice to you, by posting a revised version of the Terms and/or a notification about changes made to features or functionality of the Platform and/or Services. Any revisions to these Terms or changes to the Platform and/or Services will take effect when a revised version or a notification is posted on the Platform unless otherwise stated. Your continued use of the Platform after the revision date constitutes (a) your acceptance of revised Terms and policies and/or changes in Platform and/or Services and (b) agreement to be bound by any such revised terms and conditions.

If you agree to these Terms on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms and that such entity or organization is duly authorized to do business in the country or countries where it operates. In that event, "you," "your," or "user" will refer and apply to that entity.

YOUR ACCOUNT

Registering for an Account. In order to get full access to the Platform including the Services, you have to (i) register for an account ("Account") and (ii) provide certain information about yourself as requested. You represent and warrant that: (a) all required information you submit is truthful and accurate, (b) you will maintain the accuracy of such information, (c) your use of the Platform and Services

does not violate any applicable laws and (d) you are at least eighteen (18) years of age and have the legal capacity to enter into these Terms. You may not use a domain name or URL in your username without our prior written consent.

Parental Consent. If you are under eighteen (18) years of age, one of your parents or legal guardians must register for an Account on your behalf.

Registering Through Third-Party Websites and Applications. If you register for an Account or log in to your Account through a third-party website or application (such as Facebook, Twitter, Google, Whatsapp, Instagram or Tik Tok), you shall be bound by any such third-party's own terms and conditions.

Closing Your Account. You may close your Account at any time, and for any reason, by accessing your Account's settings and clicking on "delete Account". Upon closing your Account, all of your Content will be deleted. Meraxe may suspend or terminate your Account if you violate any provision of the Terms. Upon closing your Account by you or by us, all of your Content will be deleted.

Confidentiality and Security of Your Account. You shall be responsible for (i) maintaining and ensuring the confidentiality and security of your Account's login information, and (ii) all activities that are conducted under your Account. By using your Account, you acknowledge and agree that Meraxe's account security procedures are commercially reasonable. You agree to immediately notify Meraxe in the event of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Meraxe cannot and will not be liable for any loss or damage arising from your failure to keep your login information in confidence.

SUBSCRIPTION PLANS

Choosing a Plan. Organizers of Contests may choose between different types of subscriptions. You may pay-as-you-go for contests you create, or subscribe to our monthly or yearly plan.

Making Changes to a Plan. To make changes to your membership plan and/or recurring payments, you must send a request to return@meraxe.com and our specialists will contact you shortly. We will send you an updated invoice based on the how many Contests you have conducted so far. If you want to upgrade we will send you a bill for an additional amount to be paid. If you want to downgrade, we will calculate the number of Contests organized and will refund you the difference.

Refund Policy. All pay-as-you-go subscriptions are non-refundable. However, monthly and yearly plans are subject to partial refunds. If you request a refund having subscribed to a monthly or yearly plan, we will hold the amount equal to

the number of Contests you have organized or initiated and will refund you the remainder amount. To request a refund please contact Meraxe directly via email return@meraxe.com

LICENSE TO USE THE PLATFORM

License. Subject to the terms and conditions of these Terms, Meraxe grants you a worldwide, non-transferable and non-exclusive license of the right to use the Platform.

Certain Restrictions. The right granted to you in the present Terms is subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit your Account or the Platform; (b) you shall not copy, modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Platform; (c) you shall not access the Platform in order to build a similar or competitive service; (d) you shall not impersonate other individuals or provide inaccurate information about yourself; (e) represent an entity without its prior authorization to do so; (f) you shall not engage in anything unlawful, misleading, or fraudulent or for illegal or unauthorized purpose; and (g) you shall not violate or encourage others to violate these Terms and policies incorporated herein by reference. Any future release, update, or other addition to any of functionalities of the Platform shall be subject to the terms and conditions of these Terms.

Moreover, you agree not to use the Platform to: (a) upload or distribute any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or a mobile device or data; (b) collect information or data regarding other users, including email addresses, without their consent (e.g., using harvesting bots, robots, spiders, or scrapers); (c) disable, overburden, impair, or otherwise interfere with servers or networks connected to the Platform (e.g., a denial of service attack); (d) attempt to gain unauthorized access to the Platform or servers or networks connected to the Platform (e.g., through password mining); or (e) interfere with another user's use and enjoyment of the Platform.

Modification. We reserve the right, at any time, to modify, suspend, or discontinue the operation of the Platform or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of operation of the Platform or any part thereof.

Ownership. We and our licensors (if any and where applicable) own all right, title and interest, including all related intellectual property rights, in and to the Platform. The Platform is licensed to you; this means that the Platform is under no circumstances sold/transferred to you. Indeed, the present Terms do not convey to you any rights of ownership in or related to the Platform. Our name, logo, and

other names associated with the Platform belong to us (or our licensors, if any and where applicable), and no license of the right to use them by implication, estoppel or otherwise is granted to you hereunder. We (and our licensors, if any and where applicable) reserve all rights not granted in these Terms.

ORGANIZING CONTESTS

What to Include in Contest Rules. The Meraxe's Platform is set up in a way so that you can easily increase brand or cause awareness and engage others by organizing Contests and offering prizes. Meraxe is striving to provide a transparent platform for all Contest entrants to have an equal chance of winning the Contest. Therefore, to organize a Contest you shall provide entrants with the following information:

- clear description of prizes (this is important because many territories require clear descriptions of prizes; if prizes are tangible please indicate how long it will take to ship out and receive them);
- sponsoring brands (if any); brand sponsorship or influencer promotion can dramatically increase Contest visibility, while also reducing overhead costs for a Contest; sponsors and influencers should always be tagged and clearly identified in all Contest-related posts;
- eligibility requirements (so that a Platform user could see them before entering your Contest; read more about age restrictions below);
- contest rules (how to enter your Contest);
- contest period (when the Contest begins, ends and how long it will run);
- winner selection and notification process (tell when and how a winner will be chosen by spelling out the judging criteria for the Contest);
- a statement "NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.";
- a statement "Meraxe Inc. does not sponsor, administer or endorse, and is therefore not liable for, the Content of any Contest distributed through the Platform.";
- age requirement as specified in laws of the country where you operate (for example, the US organizers of Contests must take into account COPPA, FTC and CARU guidelines);
- a statement that Meraxe Inc. is not your sponsor, is not endorsing your prizes or Contest;
- a statement that an identity verification of winners will be conducted by Meraxe, and that they will need to provide a scan copy of valid photo ID (read "Identity Verification Process" below);
- a statement "'Content' shall mean any and all content (including, but not limited

to, sounds, logos, trademarks, graphics, photos, videos, descriptions, comments, and other information) you upload, submit or share through the Contest on the Platform. You are solely responsible for Content you share on the Platform, including its accuracy, completeness or usefulness by others. You hereby represent and warrant to Meraxe that (i) you own or have obtained all rights, licenses, consents and permissions necessary in order to authorize Meraxe to use such Content, and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Content in the manner contemplated by the Platform and these Terms. You hereby grant Meraxe royalty-free, irrevocable, perpetual, worldwide license of the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Content, and each and every part thereof.”

Age restrictions. Many sweepstakes restrict entry to people who have reached the age of majority in their state of residence. In the United States, the age of majority is determined by each individual state, and can vary by several years. This table shows the breakdown of the age of majority by state:

- **18:** AK, AZ, CA, CO, CN, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NH, NM, NJ, NY, NC, ND, OK, OR, PA, RI, SC, SD, TX, VT, WA, WV, WY
- **18 or graduation from high school, whichever is latest:** OH, UT, AR, TN, VA
- **18, or if still in high school at 18, 19 or graduation, whichever comes first:** NV, WI
- **19:** AL, DE, NE
- **21:** MS

Please look at the sweepstakes/contests requirements in your country before organizing one on the Platform. You are solely responsible for checking with the laws and regulations of your state or country where you operate. Please note that all alcohol sponsored promotions/contests can only be made available to 21 and over, within States that allow such promotions.

PROHIBITED LIST OF PRIZES

Meraxe prohibits prizes that are illegal, heavily regulated, or potentially dangerous for users, including but not limited to:

- Any item claiming to diagnose, cure, treat, or prevent an illness or condition
- Live animals (domesticated only, no wild animals or animals that are under protection of governments)
- Weapons, replicas of weapons, weapon accessories, explosives (including ammunition), or airguns

- Pornographic materials, vouchers or entitlements to commercial sexual services
- Drugs, nicotine, tobacco, vaporizers and related paraphernalia

If you are not sure whether the prizes you want to offer are prohibited or not, please contact Meraxe.

Eliminating Fraudulent Contests. Meraxe reserves the right to follow up on winners receiving their prizes to eliminate fraudulent cases on the Platform. Meraxe may ask organizers to provide detailed information on how long it will take them to send out the prizes and may ask for tracking numbers. Meraxe reserves the right to contact winners to receive feedback about the process of receiving the prizes and may ask them to supply images of the prizes received. All fraudulent Contests will be eliminated from the Platform and Account of any such organizer will be immediately terminated. If you wish to report a fraudulent Contest, please contact Meraxe immediately.

Legal Responsibility. Organizers of Contests shall bear all legal and financial responsibility for Contests they organize and prizes they promise to provide. Contest organizers shall be solely responsible for ensuring that all of its Contests comply with all applicable laws, rules, and regulations, including regulations pertaining to advertising and marketing on the Internet. Meraxe reserves the right to file a suit if it deems, at its own discretion, that an organizer of a Contest has created a fraudulent Contest and promised prizes it is not in possession of and cannot deliver. The party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

Endorsements in Marketing. If Organizers of Contests are to use endorsements in their marketing, they must meet the standards of the FTC Act and the FTC's Guides Concerning Use of Endorsements and Testimonials in Advertising (Endorsement Guides). Find out more by consulting FTC compliance materials: <https://www.ecfr.gov/cgi-bin/text-idx-?SID=701066299822530421fece37367c91d3&mc=true&node=pt16.1.255&rgn=div5>

ENTERING CONTESTS

Information for Entrants. If you enter a Contest, you should carefully review the official rules of the Contest including any applicable privacy policy, these Terms, and any additional information or links provided in the Contest description. You are required to agree to a Contest's official rules before entering any Contest. You acknowledge that Meraxe is not responsible or liable for the failure of any Contest organizer (or any third-party) to comply with the rules, terms, conditions, policies, and applicable laws, rules, or regulations governing any such Contest. You acknowledge and agree that Meraxe does not sponsor, administer or endorse, and is therefore not liable for, the Content of any Contest distributed through the Platform. Contest organizers may require you to provide personally identifiable

information in order to participate in a certain Contests. In the event that you choose to provide personally identifiable information, you acknowledge and agree that Meraxe may also use any information you provide consistent with Meraxe's Privacy Policy and these Terms. You acknowledge and agree that Meraxe is not responsible or liable for Contest organizers' use or distribution of information you provide. Please see each Contest's rules and privacy policy for details on how each Contest organizer uses your personal information. You further agree to hold harmless Meraxe and its parent companies, affiliates, and subsidiaries, and their respective officers, directors, employees, consultants, agents, representatives, professional advisors, and contractors, from any and all claims, losses, liability, damages and/or costs (including attorneys' fees and costs) arising from your use of the Platform. Your agreement to hold Meraxe harmless includes, without limitation, all of your claims related to the posting or removal of your Content from the Platform.

Disqualification from a Contest. Meraxe reserve the right to disqualify any entrant from a Contest who does not comply with any rules of a Contest or if the entrant tries to use unfair methods of winning the Contest (e.g. by artificially increasing the number of "likes" on a social media platform).

Identity Verification Process. If you are a winner, you will receive a notification from Meraxe asking you to verify your identity. You will be asked to provide:

- a scan copy of your valid photo ID
- your frontal photo (selfie)
- phone number
- address
- age, birthdate
- full name

Once your identity and age are verified, your full name and the phone number will be forwarded to organizers of the Contest you became a winner of. The organizers of the Contest will then contact you for the purposes of sending you the prize you won.

Contest Cancellation Policy. If you are thinking of organizing a Contest, please keep in mind that you will not be able to cancel the Contest once you publish it. If you are not sure about something, please contact us and we will be able to guide you through preparation process. We strive to provide a transparent and trustworthy platform for users to participate in various Contests, therefore it is vital that each organizer of a Contest takes this process seriously and makes sure he/she/it has the prizes at hand he/she/it is willing to offer to the public.

YOUR CONTENT

This section is applicable to both: the organizers of Contests and entrants of Contests.

Content. "Content" shall mean any and all content (including, but not limited to, sounds, logos, trademarks, graphics, photos, videos, descriptions, comments, and other information) you upload, submit or share through the Platform. You are solely responsible for Content you share on the Platform, including its accuracy, completeness or usefulness by others.

You hereby agree not to provide Meraxe with or upload any Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity or any other intellectual property or proprietary right; (b) that is tortious, trade libelous, defamatory, false or intentionally misleading, (c) that is harassing, abusive, threatening, harmful, vulgar, obscene or offensive or that contains pornography, nudity or graphic or gratuitous violence or that promotes violence, racism, discrimination, bigotry, hatred or physical harm of any kind against any group or individual or is otherwise objectionable, (d) that is harmful to minors in any way; (e) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (f) that violates any law, regulation or contractual obligations.

Your Representations and License You Grant to Meraxe. You hereby represent and warrant to Meraxe that (i) you own or have obtained all rights, licenses, consents and permissions necessary in order to authorize Meraxe to use such Content, and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Content in the manner contemplated by the Platform and these Terms. You hereby grant Meraxe royalty-free, irrevocable, perpetual, worldwide license of the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Content, and each and every part thereof, on, through or via the Platform at all times until these Terms are terminated by you or us.

Content Containing Links to Third-Party Websites. A Contest's rules and description may contain links to organizers' and/or third-party websites that are not owned or controlled by Meraxe and, in order to access some features of the Contest you may be asked to create an account with such organizer's or third party's website or application. Meraxe has no control over, and assumes no responsibility for, the Content, Contest Rules, privacy policies, or practices of any Contest organizer or third party's websites, applications or services. In addition, Meraxe is not able to censor or edit the content of any third party's website or application.

Meraxe requests all Platform users to comply with applicable rules and regulations for advertising and marketing on the internet, as a practical matter, Meraxe has no independent means to verify such Content compliance. You expressly relieve Meraxe from any and all liability arising from your use of any third party website, application or service. Accordingly, we encourage you to be aware when you access some features of a website, application or services which are provided by any third party, to read the terms and conditions and privacy policy of each third party's website, application and service that you access.

YOUR PRIVACY

At Meraxe, we respect the privacy of our Platform users. For details please see our Privacy Policy at <https://meraxe.com/privacy>. By using the Platform, you agree and consent to our collection and use of personal data as outlined therein and you agree to abide by and not violate such Privacy Policy on your part.

WARRANTIES & DISCLAIMERS

The Platform and Services are provided on "as is" and "as available" basis and we expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. Meraxe makes no warranty that the Platform or Services: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; (c) will make you a winner of a prize; or (d) will be accurate, reliable, complete, legal, or safe. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

For all Content, including all information and materials of any kind, including graphics, sounds, text, or otherwise posted or provided by any user on our Platform, you understand that we are not responsible for the truth, completeness, objectivity, or usefulness of such Content, nor do we endorse any Content; we do not screen, monitor, edit or review Content before it appears on our Platform. We do have the right, in our sole discretion, to monitor or remove any Content at any time and without notice if we believe it violates any provision of these Terms or any applicable laws, rules and regulations. We can also suspend or terminate use of the Platform by anyone who does not follow these Terms. Nevertheless, because we do not prescreen Content, you understand that by using our Platform, you may be exposed to Content that is offensive or objectionable.

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE PLATFORM, SER-

VICES, OR YOUR OR ANY OTHER USER'S CONTENT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO AND USE OF THE PLATFORM OR SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

INDEMNIFICATION

You agree to defend us, indemnify us and hold harmless Meraxe, its subsidiaries, affiliates, officers, agents, employees, representatives and agents from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of the Platform and/or Services, (ii) Content, (iii) Contests, or (iv) your violation of these Terms.

We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

TERM AND TERMINATION

Term. You hereby acknowledge and agree that these Terms shall come into force on the date you register for an Account and will remain in force and effect until terminated in accordance with these Terms.

Termination. You may terminate these Terms at any time and for any reason by closing your Account on the Platform. To do so, access your Account's settings and click on "delete Account".

We may suspend your rights to use the Platform and Services and/or terminate these Terms by deleting or deactivating your Account, at any time and for any reason, at our sole discretion, with or without notice to you, including if we believe you have violated any provision of these Terms.

Upon deletion or deactivation of your Account, which automatically leads to termination of these Terms, your right to use the Platform automatically and immediately ends. You understand that deletion or deactivation of your Account involves deletion of your Content. We will not incur any liability whatsoever to you for any termination of these Terms, including for any deletion or deactivation of

your Account or deletion of your Content. If you are a Contest organizer, termination shall not relieve you of the requirement to pay for any outstanding subscription fees.

GENERAL PROVISIONS

Entire Agreement. These Terms and our Privacy Policy constitute the entire agreement between you and us with respect to the subject matters hereof and supersede all prior discussions and agreements between you and us with respect to such subject matters.

Modifications. No modification or amendment to these Terms shall be binding upon Meraxe unless in a written instrument signed/executed by a duly authorized representative of Meraxe.

Waiver. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

Assignment. We may assign, transfer or otherwise dispose of these Terms in whole or in part or any of our rights hereunder in connection with a merger, acquisition, reorganization or sale of all or substantially all of our assets, or other operation of law, without your consent. The terms and conditions of these Terms shall be binding upon assignees.

Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, (i) the other provisions of these Terms will be unimpaired, and (ii) the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Consent to Electronic Notices. You consent to the use of (a) electronic means to execute these Terms and to deliver any notices (including complaints) pursuant to these Terms; and (b) electronic records to store information related to these Terms or your use of the Platform or Services. Notices (including complaints) hereunder shall be invalid unless made in writing and given (a) by Meraxe via email (to the email address that you provide), (b) a posting on the Platform or (c) by you via email to mail@meraxe.com. or to such other email addresses as Meraxe may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

Governing Law. These Terms shall be governed by the laws of the State of Delaware, USA without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the courts located in Kent County, Delaware, USA for the purpose of litigating all claims or disputes. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our rights in any court of competent jurisdiction.