

Last updated: 07.01.2021

PLEASE READ THESE TERMS OF SERVICE (“**TERMS**” OR THE “**AGREEMENT**”) CAREFULLY. BY CLICKING TO ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

These are the Terms and Conditions that apply to the use, by Publishers, of the various services available on the Platform.

These Terms incorporate DTXplatform’s [Privacy Policy](#), [Cookies Policy](#) as well as any other policies published on the Website, so by accepting these Terms, you agree with and accept all the policies published on the Website.

## 1. Parties to the Agreement

DTXplatform (“**DTXplatform**”) is a company part of Daotexgroup and registered in Morocco under the registration number 471089, having its registered address at 119 BD ABDELMOUMEN ETG2 N18 Casablanca Ma.

References in these Terms to “**your**” or “**you**” are to the person/entity who accepts these Terms and agrees to create accounts and use the services as set out in and under these Terms. You and DTXplatform shall together be referred to as the “**Parties**” and references to a “**Party**” shall be to the relevant one of them as the context requires.

## 2. Definitions and Interpretation

2.1. The following words and expressions used in these Terms shall have the following meaning, unless they are inconsistent with the context:

“Account” means an account created by an Publisher on the Platform in order to use the Services.

“Advertiser” means a person or entity that creates an account on the Platform as an advertiser, uses the Services, and agrees to follow these Terms.

“Additional Payment Terms” means an additional Agreement or an appendix to this Agreement defining payment and invoicing terms other than defined in this Agreement.

“Advertiser’s Website” means the website that a user is re-directed to after interaction with Advertising Material Implemented on a Publisher’s Website.

“Advertising Campaign” means an organized course of action to promote a product or service.

“Advertising Material” means the text, graphics, logos, designs, trademarks and copyrights for any type of advertising including, but not limited to, banners, text ads, landing pages, video ads, sites, pop-ups and pop-unders created by an Advertiser and any other advertising materials containing a hyperlink, which when implemented in a Publisher’s Website and clicked on by a web user, send the web user to the Advertiser’s Website.

“Applicable Law” means Morocco law or regulation or any other laws, rules or regulations of other territories or jurisdictions (as the case may be) and as may be amended from time to time.

“Business Days” means a day (other than a Saturday, Sunday or public holiday) where banks in Morocco are open for business.

“Confidential” means the terms of this Agreement, all matters relating or connected to its performance and all information or data of a Party, which is disclosed or otherwise comes into the other

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| Information”                   | Party’s knowledge or possession directly or indirectly as a result of this Agreement and being of a confidential nature.  |
| “Charges”                      | means the sums payable for the Services, as set out in clause 5.2.  |
| “Dashboard”                    | means the information management tool that visually tracks, analysis and displays key performance indicators, such as but not limited to the number of advertising impressions, clicks and actions, which is available to Publisher on the Platform.  |
| “Implementation”               | means incorporation or integration of the Advertising Materials into the Publisher’s Website which enables web-users to view Advertising Materials or access any of the Advertiser’s Websites by clicking on the relevant Advertising Material as incorporated into the Publisher’s Website and “Implement”, “Implementing” and “Implemented” shall be construed accordingly.   |
| “Inappropriate Content”        | means but is not limited to content which promotes violence, promotes discrimination, promotes illegal activities, aimed at political ends, both party political advertising and political advocacy by non-partisan groups, infringes the Intellectual Property Rights of any person, involves malware, viruses or phishing offers or violates advertising regulations or rules of conduct, such as but not limited to advertising for or in connection with medicinal products for the purpose of the treatment, prevention or diagnosis of any disease. |
| “Intellectual Property Rights” | means:<br>(i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related good will, trade names (whether registered or unregistered), and rights to apply for registration;<br>(ii) proprietary rights in domain names;<br>(iii) knowhow and Confidential Information;<br>(iv) applications, extensions and renewals in relation to any of these rights; and<br>(v) all other rights of a similar nature or having an equivalent effect anywhere in the world.  |

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| “Misleading Advertising” | means any advertising which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or whom it reaches and which, by reason of its deceptive nature, is likely to affect their economic behaviour or which, for those reasons, injures or is likely to injure a competitor. |
| “Personal Data”          | shall have the meaning as prescribed in the Data Protection Act 2004 as may be amended from time to time.  |
| “Platform”               | means the platform created by DTXplatform, which is available through the Website, for Advertisers and Publishers.   |
| “Publisher”              | means a person or entity that creates an account on the Platform as a publisher, and who is responsible for the distribution of Advertising Material on Publisher’s website.   |
| “Publisher’s Websites”   | means the web sites or applications which are owned or operated by a Publisher or are contractually part of a Publisher’s syndication network in order to Implement Advertising Materials.   |
| “Services”               | means the services provided by the Publisher’s, which include the following:<br>i) distributing Advertising Material on Publisher’s Website;<br>and;<br>ii) any other services which are incidental to the above services.   |
| “Website”                | means the domain of www.DTXplatform.com, or such other domain(s) as DTXplatform may determine from time to time to provide the Services.   |

## 2.2. In these Terms unless otherwise specified:

references to clauses are to clauses of these Terms;  
reference to a sub-clause is to a sub-clause of the clause in which such reference appears, to a paragraph is to a paragraph of the sub-clause in which such reference appears and to a sub-paragraph is to a sub-paragraph of the paragraph in which such reference appears;  
a reference to any statute or statutory provisions shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted after the date of these Terms;

references to writing shall include any models of reproducing words in a legible and non-transitory form;  
references to the plural or singular shall be interchangeable as circumstances require; and  
headings are for convenience only and do not affect the interpretation of these Terms

## 3. Services

3.1. In order to become an Advertiser and use the Services you must register and create an Account with us.

3.2. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity from DTXplatform for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement. When you open an Account, DTXplatform may ask that you provide certain documents to identify yourself and to verify the information you have submitted to us upon registration, such as identification card or a passport, a utility bill, a bank statement or any document proving their identity issued by a governmental body. DTXplatform reserves the right to refuse or reject a registration, at our own discretion.

3.3. You are only allowed to register to become an Advertiser and/or use the Services if you are eligible in accordance with the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject. DTXplatform

has no obligation or capability to, and therefore does not, verify whether you are eligible to use any of the Services and we shall not bear any responsibility for your use of the Services.

3.4. We may directly or indirectly (through third parties), make any inquiries as we consider necessary to check the relevance and accuracy of the information provided for verification purposes.

3.5. By becoming an Advertiser and/or using any of the Services you agree to be bound by these Terms which represent a binding legal contract between the Parties. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our application and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

3.6. Advertisers are not allowed to hold more than one account with DTXplatform for any reason. DTXplatform shall have the right in its sole and absolute discretion to permit you to register more than one Advertiser account. You will need to contact DTXplatform support to request such permission.

## **4. Advertising**

4.1. Advertisers are able to use the Services in order to advertise their goods and services by uploading Advertising Material on the Platform.

4.2. By uploading Advertising Materials, you agree that DTXplatform can place and deliver the Advertising Material to Publishers in order to incorporate or embed the Advertising Material on the Publisher's website. In this regard, you grant DTXplatform an unlimited, non-exclusive, fully transferable, sub-licensable, worldwide, royalty-free, fully paid up right and

licence to use, reproduce, modify, create derivative works from, distribute, perform, transmit and display the Advertising Materials in any format, layout or size on the Platform.

4.3. You are responsible for ensuring that any Advertising Material does not feature any Inappropriate Content.

4.4. You hereby expressly agree that any Advertising Material does not and shall not infringe on any third- party rights or breach Applicable Laws (including but not limited to copyright and trademark laws and general rights to privacy). You also agree that any Advertising Material is not and shall not be offensive or defamatory or unlawful in any other way.

DTXplatform shall have the right to:

review and approve any Advertising Material uploaded by an Advertiser on the Platform. In this regard, DTXplatform shall have the right in its sole and absolute discretion to refuse to make available any Advertising Material which it either disapproves of, or is deemed to be in breach of these Terms; and remove any Advertising Material which DTXplatform, acting in its sole and absolute discretion, either disapproves of, or is deemed to be in breach of these Terms.

## 5. Payments

Pre-Pay

5.1. Advertisers must initially fund their Account with at least \$100.00 (one hundred US Dollars) to activate their Advertising Campaign(s). If the balance in your Account is reduced to nil, your Account shall be put on hold, and all Advertising Campaigns shall be paused, until you deposit further funds in your Account. As soon as you deposit further funds in your Account, the Account shall be reactivated, and all Advertising Campaigns previously paused due to insufficient funds shall be reactivated.

5.2. You will be able to fund your account by depositing funds into your Account (a “Deposit”). A Deposit must be made from a bank account, payment services provider or credit card registered in your name or in the name of a person who is duly authorised by you to make a Deposit, or in such other manner as we may agree from time to time. You hereby authorise DTXplatform to communicate with your bank to provide or obtain information required by DTXplatform or your bank in connection with providing the Services. You acknowledge and agree that DTXplatform may withhold commissions associated with the payment method of your choice.

5.3. A Deposit can be made through the Platform by following the relevant steps. Deposits may only be made in currencies available on the Platform and through the payment methods listed therein. An order for a Deposit shall be credited to your Account, within three (3) Business Days of clearing our bank.

5.4. Invoice information form must be filled out before using certain payment methods. You expressly accept to be solely responsible for providing accurate personal data which is fully and legally compliant for the purposes of invoicing and taxation.

#### Credit Card Payments

5.5. Before you are able to make a Deposit with a credit card, or at any time after registering your credit card, we may (in our sole and absolute discretion):

request you to provide additional information and documentation for the purpose of complying with any “know your customer” or similar obligations to which we may be subject, in order to obtain consent to process your credit card; and/or

determine that it is necessary to obtain certain other information about you in order to comply with Applicable Laws and regulations in connection with using your credit card to make a Deposit.

5.6. You acknowledge and accept that we may refuse or reject any Deposit until you provide all information and documentation that we may request under this clause 5.

5.7. You shall, as soon as reasonably practicable, notify DTXplatform if:

your credit card is lost or stolen (regardless of whether you have already notified your credit card provider); or  
there are any changes to your credit card details, such as but not limited to, your billing address, card number and expiration date; or  
there are any other changes to your credit card account which may affect the ability of DTXplatform to process payments on your behalf.

5.8. If, for whatever reason, there is a chargeback of any payment made to us using your credit card, DTXplatform shall have the right in its sole and absolute discretion to suspend or terminate your Account in accordance with clause 8.1. In the event that your Account is suspended or terminated in accordance with this clause, the provisions of clauses 8.2 to 8.6 shall apply.

## Refund Policy

5.9. You can request a refund of the balance remaining in your Account, which shall be shown on your Dashboard (“**Available Balance**”), by email addressed to [support@DTXplatform.com](mailto:support@DTXplatform.com) (“**Refund Request**”). A Refund Request must include details of the reasons for the refund.

5.10. A Refund Request may only be made within twelve (12) months following the date of your last invoice. You agree that you shall not be entitled to a refund if a Refund Request is made after this date. Further, you

agree that you shall not be entitled to a refund, even if a Refund Request is made before this date, if you have breached any of these Terms.

5.11. Upon receiving a Refund Request, subject to clause 8.5, DTXplatform shall, within 30 Business Days, process the refund which is referred to in the Refund Request. All refunds shall be paid to the same account, and in the same currency, in which you made a Deposit. DTXplatform shall take all necessary steps to verify such account before processing a refund.

5.12. Refunds may be delayed or unavailable as a result of bank issues, DTXplatform downtime or as DTXplatform may determine in its sole discretion is necessary to investigate fraud or illegal activity.

## 6. Fees and charges

6.1. In consideration of the provision of the Services by DTXplatform, the Advertiser shall pay the charges, calculated as follows: An Advertiser may choose between any of the following three pricing models:

Cost-Per-Mille – cost per 1,000 impressions (“**CPM**”);

Cost-Per-Action – cost per 1 conversion (“**CPA**”);

Cost per click (“**CPC**”).

Each pricing model shall be referred to as a “**Charge Event**”.

An Advertiser shall also set the price for the Advertising Material (the “**Price**”). The charge shall be calculated having regard to the applicable Charge Event and Price.

For example, if an Advertiser has opted for CPM and has set the price at \$1.00, the Advertiser shall be charged a fee of \$1.00 for every 1,000 impressions.

6.2. By using Cost-Per-Action (CPA) pricing model using Self-Service Platform you agree to pay for the impressions delivered during the test period by using Cost-Per-Mille (CPM) model. The charge for the traffic delivered within the test period shall be calculated based solely on the number of impressions and CPM rates, determined by DTX platform. Test period is based on campaign's test budget and traffic delivery speed.

6.3. By using the Services you agree to pay the relevant Charges. You acknowledge that the payment obligations hereunder are based solely on the number of impressions/clicks/actions, as determined solely by DTX platform, and not on your ability to convert impressions/clicks/actions to sales or any other criteria. You shall be able to view the number of impressions/clicks/actions via your Dashboard.

6.4. Upon completion of a Charge Event, you agree that the applicable Charge may be automatically deducted from your Available Balance.

#### Post-Pay

6.5. DTX platform may, in its sole and absolute discretion, offer you post-payment terms within your Account. The following clauses of this clause 6 shall apply to those Advertisers who are on Post-Pay terms.

6.6. In consideration of the provision of the Services, unless otherwise specified in an Additional Payment Terms, Advertisers shall be on a credit payment terms "Monthly net 0" with DTX platform; of which the billing period is on a monthly basis beginning on the first day of the month and ending on the last day of the month; and which payment shall be made within 3 business days after the last day of the billing period.

6.7. DTX platform shall invoice you monthly for the charges provided within billing period in accordance with the Clause 6.5, unless otherwise specified

in an Additional Payment Terms. Payment shall be made to the account stated on the invoice. Time for payment is of the essence.

6.8. The Advertiser shall pay all amounts stated in invoices in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). If any such withholding or deduction is required, the Advertiser shall, when making the payment to which the withholding or deduction relates, pay to DTXplatform such additional amount as will ensure that DTXplatform receives the same total amount that it would have received if no such withholding or deduction had been required. DTXplatform may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Advertiser against any amount payable by the Advertiser to DTXplatform.

## **7. Your Representations and Warranties**

By becoming an Advertiser and/or by using the Services you hereby agree, represent and warrant that:

- you have read understood and accept these Terms;
- you have the necessary authority and consent to accept these Terms, to enter into a binding agreement with DTXplatform and to perform the obligations set out herein;
- if you are an individual, you have sufficient legal capacity (in your jurisdiction) to accept these Terms and to enter into a binding agreement with DTXplatform on the terms set out herein;
- all Advertising Materials comply with Applicable Laws;
- you have all necessary permissions, authorisations, consents, licences and any other requisite approvals under Applicable Law to promote the content of any Advertising Material;
- you shall not use the Services to advertise any goods or services that are illegal, such as but not limited to:
  - i. human trafficking;
  - ii. money laundering, terrorist financing, proliferation of weapons of mass destruction;
  - iii. any goods or services that are illegal or the promotion, offer or marketing of

which is illegal or that are offered in connection with illegal content, depict children or minors in sexual postures, depict means of propaganda or signs of unconditional organizations glorifying war or violating human dignity;

iv. any goods or services, promotion, offer or marketing of which would violate copyrights, industrial property rights or other rights of any person;

v. archaeological findings;

vi. drugs, narcotics or hallucinogens;

vii. weapons of any kind;

viii. illegal gambling services;

ix. Ponzi, pyramid or any other "get rich quick" schemes;

x. goods that are subject to any trade embargo;

xi. media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;

xii. body parts or human remains;

xiii. protected animals or protected plants;

**xiv. tech support services;**

**xv. pages that include browser/tab lockers, hidden redirects or parent page redirects; or**

xvi. any other illegal goods, services or transactions.

you are the owner or are licensed to use the Advertising Materials;

Advertising Materials shall not constitute Misleading Advertising.

you shall not interfere with or attempt to interrupt the proper operation of the Platform or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, passwords or data mining, or any other means;

using the Services is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and your use of the Services shall be in full compliance with applicable laws (including, but not limited to, compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

you will comply with any applicable tax obligations in your jurisdiction arising from your use of the Services;

you will monitor all and any changes to your Account and take all steps to maintain and ensure the confidentiality of your Account's credentials, including, but not limited to passwords, emails and/or usernames;

you will immediately inform of any unauthorized use of your Account or password, or any other breach of security by email addressed to support@DTXplatform.com

you are responsible for any and all damages caused, and all liability actions brought against DTXplatform for any breach or infringement of these Terms or of any third-party rights or violation of any Applicable Laws;

nothing in these Terms excludes or limits the liability of the Advertiser for fraud, death or personal injury caused by their negligence, breach of the

Terms implied by operation of law or any other liability which may not be limited or excluded by law;

any errors or malfunctions caused by or otherwise related to the Services including your own failure to properly maintain or use your Account may result in the loss of any Advertising Materials or funds held in your Account;

you acknowledge and agree that DTXplatform may, where applicable, make payments to third parties that help initiate, conclude or maintain a business relationship between DTXplatform (or DTXplatform's affiliates) and its clients. These payments may include rebates, commission, widened spreads, and profit sharing;

you will provide DTXplatform with correct and relevant documents and personal information upon request. In case you provide counterfeit documents and false personal information, such behaviour will be interpreted as a fraudulent activity; and

you are responsible for implementing all reasonable and appropriate measures for maintaining the confidentiality and security of your Account name, user ID, passwords, personal identification and mobile unlock codes that you use to access the Platform.

## 8. Suspension or Termination

For cause

8.1. We reserve the right to suspend or terminate your Account if we have reason to believe or suspect that you are in breach of these Terms or other legal obligation (including fraudulent activity or where we feel that Advertising Materials includes Inappropriate Content or Misleading Advertising) without prior notice or liability. We also reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.

8.2. Further, should your Account be suspended or terminated you will lose access to your Account and will not be able to undertake any transaction on the Platform.

8.3. You understand and agree that you may not be able to access any of the Services if your Account is suspended. In case the cause of the suspension is resolved by us, we shall restore your Account and restore your access to your Account. We shall not be liable to you for any consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of your account being suspended.

8.4. We further reserve the right in our sole discretion, to refuse or cancel any of our Services, and/or refuse to distribute profits to any person for legitimate reasons, including, without limitation:

8.4.1. if we have reason to believe that your activities or use of the Services may be illegal;

8.4.2. if we may be harmed by any fiscal or pecuniary damage due to your activities on or through the Services; or

8.4.3. if we consider that you have used the Services in a manner which contravenes any of these Terms at our sole discretion.

8.5. If we terminate your Account in accordance with clause 8.1, you surrender your right to receive payment of any balance standing to your credit in your Account and we shall be under no obligation to refund any balance held in your Account. In the event that any funds are owed to DTX platform upon termination of this Agreement in accordance with clause 8.1, DTX platform shall invoice you for the amount due, which shall be payable in full and in cleared funds within fifteen (15) Business Days of the date of the invoice.

Without cause

8.6. Either Party may, without prejudice to any other rights they may have, by giving two (2) days notice in writing to the other Party, terminate this Agreement without cause.

8.7. On termination of this Agreement, in accordance with clause 8.6:

8.7.1. you shall, within five (5) Business Days following the termination, pay to DTXplatform all of DTXplatform's outstanding unpaid invoices and, in respect of the Services performed but for which no invoice has been submitted, DTXplatform may submit an invoice.

8.7.2. if the Advertiser has opted for Pre-Pay payment terms, once all unpaid invoices have been settled in accordance with clause 8.7.1, subject to clause 8.4, you will be able to recover any such funds held in your Account. You will need to contact support [support@DTXplatform.com](mailto:support@DTXplatform.com) to request such withdrawal. In the event that any such funds held in your Account are not sufficient to settle this invoice, DTXplatform shall invoice you for the remaining balance, which would be payable in full and in cleared funds within fifteen (15) Business Days of the date of the invoice.

8.8. Upon receiving a withdrawal request in accordance with clause 8.7.2, we shall transfer any funds held in your Account to the bank account, payment services provider or credit card registered in your name.

## **9. Intellectual Property**

9.1. In this clause 9, "DTXplatform IP Rights" means in relation to DTXplatform, the Platform and Services, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere

in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

9.2. DTXplatform shall grant the Advertiser an unlimited, non-exclusive, fully transferable, sub-licensable, worldwide, royalty-free, fully paid up right and licence to use the Platform.

9.3. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any DTXplatform IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the DTXplatform IP Rights and you understand and accept that by using the Services pursuant to these Terms you shall not:

- acquire or otherwise be entitled to any DTXplatform IP Rights;
- make a claim in respect of any DTXplatform IP Rights or any other equivalent rights; or

- use, attempt to use, copy, imitate or modify (whether in whole or in part) any DTXplatform IP Rights, except with our prior written consent.

## 10. Indemnity

10.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless DTXplatform and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "DTXplatform Parties") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- your use of the Services and/or Platform under these Terms;
- the performance or non-performance of your responsibilities or obligations under these Terms;

your breach of any of the terms and conditions set out in these Terms; or your breach of any rights of any other person or entity.

10.2. DTXplatform reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 10.1.

10.3. The indemnity set out in this clause 10 is in addition to, and not in lieu of, any other remedies that may be available to DTXplatform under Applicable Law.

## 11. Disclaimers

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

the Services and/or Platform are available on an “asis” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the Services (whether express or implied), including, without limitation, any implied warranties of skill, care, diligence, quality and suitability, fitness for a particular purpose and non-infringement;

we do not represent or warrant that the Services and/or Application is reliable, current or defect-free, meet your expectations, or that any defects will be corrected;

we provide no warranties or assurances with respect to the (i) placement or performance of any Advertising Materials; or (ii) the number of views/clicks or conversions;

we are not responsible for the accuracy of the information present on any of the Services and the use of the Services is at your own discretion and risk; and

DTXplatform may from time to time carry out routine and emergency maintenance of the Website and/or Platform. DTXplatform shall give the Advertiser as much notice of any routine or emergency maintenance as is reasonably possible and where reasonably possible shall endeavour to perform routine maintenance in such a way as to cause minimal disruption to the Advertiser.

## 12. Limitation of Liability

12.1. To the fullest extent permitted by Applicable Law, in no circumstances shall:

DTXplatform or any of the DTXplatform Parties (where applicable) be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to:

- 1) the use of Services and/or the Platform or otherwise related to these Terms, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if DTXplatform or any of the DTXplatform Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable);
  - 2) delays or disruptions to the Services and/or Platform, including but not limited to, the unavailability or suspension of the Platform for the performance of routine or emergency maintenance;
  - 3) viruses or other malicious software obtained by accessing the Services or Platform;
  - 4) the content, actions, or inactions of third parties;
  - 5) a suspension or other action taken with respect to your Account;
  - 6) your need to modify practices, content, or behaviours, or your loss of or inability to do business, as a result of changes to these Terms;
  - 7) illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
- the aggregate liability of DTXplatform and the DTXplatform Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these Terms or the use of or inability to use the Services, exceed the total amount of fees received by us from you under this Agreement in the last three (3) months; and

the limitations and exclusions of liability set out in clause 12.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of DTXplatform, nor shall it limit or exclude any losses for which, as a matter of Applicable Law, it would be unlawful to limit or exclude liability.

12.2. We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from DTXplatform, you should log into your Account through the Website, not by clicking links contained in emails.

## **13. Taxation**

13.1. You are solely responsible for determining whether any action or transaction contemplated by these Terms or related to the Services will give rise to any tax implications on your part.

13.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any or all other taxes to which you may become liable to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax howsoever arising. DTXplatform shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from any action or transaction contemplated by these Terms or related to the Services.

## **14. Force Majeure**

Neither DTXplatform nor any member of the DTXplatform Companies shall be liable or responsible to you, or be deemed to have breached these Terms, for any failure or delay in fulfilling or performing its obligations under these Terms, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts beyond its reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or

explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or (e) action by any nation or government, state or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions or for pertaining to government, including, without limitation, any government authority, agency, department, board, commission or council.

## 15. Security

You are solely responsible for maintaining the confidentiality of your Account, including, but not limited to a password, email, wallet address, balance and all activity including transactions made through your Account. DTXplatform personnel will never ask you to disclose your password. Any message you receive or website you visit that asks for the password, other than on the Application, should be reported to DTXplatform .

It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your Account. DTXplatform also advises you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You must never allow anyone to access your Account or watch you accessing your account.

You must take reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Account.

## 16. Miscellaneous

We may amend these Terms from time to time, including where there are changes to the Services or as may be otherwise required by any laws or regulatory requirements to which we are subject. The changes will become effective and shall be deemed accepted by the Account Holder, the first time the Account Holder uses the Services after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity

initiated after publishing. In the event that an Account Holder does not agree with any such modifications, the Account Holder's sole and exclusive remedy is to terminate the use of the Services and close the Account.

If any term, clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms, which shall remain in full force and effect. These Terms constitute the entire agreement between the Parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of DTXplatform in relation to the subject matter of these Terms at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

Nothing in these Terms shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and DTXplatform and/or other individuals or entities involved with the development and deployment of the Services.

These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Morocco Law.

The Parties irrevocably agree that the Morocco courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).

You acknowledge that by accepting these Terms, you agree on using contact details provided in your personal account for any communication method (system email, marketing email, etc.)

## **17. Contact Us**

You can communicate for any reason, whether a complaint or not, with us by phone or email. Please note that our calls may be recorded so as to

safeguard and protect your interests and for us to ensure the quality of our services. DTXplatform may, but are not obligated to, retain any communication with you.