

Terms and Conditions

This is the User Agreement for Brand-Mention.com (hereinafter referred to as "User Agreement"). The services available at Brand Digital are provided by Brand-Digital LLC, (hereinafter referred to as "Brand Digital", "company", "we", "us" or "our"), located at 8 The Green, Suite #5010, Dover, DE 19901, United States.

Acceptance of User Agreement

This very User Agreement describes both terms and conditions applicable to your use of our services made available under the domain and/or sub-domains at Brand Digital (hereinafter referred to as the "Site"). If you (hereinafter referred to as "you", "Customer", "User") do not agree to the terms and conditions of this User Agreement, you may not use and/or access our services.

Please read this User Agreement carefully, you must read, agree with, and accept all of the terms and conditions contained herein. This very User Agreement governs both your access and use of this Site. By accessing and/or using this Site, you agree to the terms and conditions of this User Agreement, you further agree to any restrictions, additional guidelines, or rules that may be posted in relation to specific sections or services of this Site. All such additional restrictions, posted guidelines, or rules are with effect of this User Agreement incorporated into the latter by reference.

Brand Digital reserves the right to implement changes to this Site and/or to this very User Agreement at any time without prior notice. We advise you to review this User Agreement each time you access this Site. You also agree that we may provide all legal notices, information, and communications to you electronically, either by posting them on our website or, upon request, by sending an email to the email address you provided us with during your registration procedures with us at our website. You have the right to withdraw your consent to receive communications from us electronically by contacting our customer care. However, if you decide to withdraw your consent to receive our notices, information, and communications electronically, you must discontinue your use of our service.

This User Agreement is effective from June 21st, 2018.

Eligibility

Our services are not available to, and may not be used by, persons under the age of 18 years or to temporarily or indefinitely suspended Brand Digital members. If you do not qualify, you may not use our services. When registering as a business entity, you must have the authority to bind that entity to this very User Agreement.

Description of Services and Parties

The business of Brand Digital is to sell internet advertising space and other therewith related services (hereinafter collectively referred to as "Services") as described on its Site. Brand Digital also engages in displaying various internet advertisements on different websites that serve as publishers thereof. By clicking below, you agree to become an advertising client (i.e. a person or legal/business entity that buys advertisement space or spaces for a certain period of time), and/or a publisher (a person or legal/business entity that sells an advertisement space or spaces to an advertiser for a certain period of time), as might be the case, using and in

connection with Services provided by Brand Digital.

A Publisher sells advertisement space to Brand Digital in order for Brand Digital to sell the advertisement space to advertisers (hereinafter referred to as "Marketing"). The publisher has to register the advertisement space with Brand Digital and Brand Digital has to approve the advertisement space in order for Brand Digital to be able to market an advertisement space; there is no entitlement to receive approval. In order for an advertiser to be able to purchase an advertisement space for a fixed period, his advertisement has to be approved by the publisher, or by Brand Digital in case the publisher does not respond within 24 hours; there is no entitlement to receive an approval.

You also certify that you will use the Site only for purposes of browsing the advertisement inventory of Brand Digital in combination with a sincere interest in buying or selling advertisements, and that you will not access the Site for any other reason than above specified.

Brand Digital reserves the right to modify its Services and its Site at any time; this includes the discontinuation of all Services and/or its Site.

Use of the Site

By force of this very User Agreement you are bound to use this Site in a responsible manner, i.e. both in full compliance with this very User Agreement and with your local laws and regulations that might be applicable. You will not use the Site for any purposes that are illegal, pornographic, infringing, obscene, abusive, or in any other manner offensive, this includes but is not limited to violating or otherwise diminishing the security of any computer network.

You will use the Site to make personal use of it, but you will not use it to download (other than page caching) or modify the whole Site or any portion of it, including, without limitation, the manipulation of the code building blocks, except in those cases where prior and express consent in writing is provided by Brand Digital. You may not resale or make otherwise commercial use of the content of the Site; any collection and use of any listings, prices, or descriptions; any plagiaristic or derivative use of this Site or its contents; any copying or downloading of account information to the benefit of a third party; or any use of data mining, robots, or similar data gathering and extraction tools and methods.

You will observe and comply with technical requirements of Brand Digital for the proper display of advertisements, as well as with all registration requirements necessitated by Brand Digital. You certify that the details you provide us with are both complete and correct; you further certify that you will inform us immediately of any changes regarding the information that you provided us with in the registering procedures. You can access and update most of the information you provided us with during registration in the Your Account area of our website.

You agree that you are responsible for controlling the access to your registered account and for protecting your password. You agree that you will be responsible for all orders placed and all other actions that are ordered using your registered account.

You may not, without exception and under no circumstances record, divulge, or abuse any information pertaining to the web sites listed in the inventory of Brand Digital, including but not limited to descriptions, URLs, and/or images.

Pricing, Compensation, and Payment

To enable transaction handling as well as remuneration, Brand Digital will set up and administer a dedicated account (hereinafter referred to as "Brand Digital Account") for every User.

Any prices for advertisement spaces are set in Brand Digital's sole discretion. Brand Digital reserves the rights to change or amend in any way its price list, we further reserve the right to institute new charges at any given time upon prior notice to the Customer, which may be sent via email or posted on the Site.

An advertiser pays a fixed amount for the purchase of advertisement space for a specific period. In case the advertiser has chosen the option for auto-renewal, the booking is automatically renewed for another booking period with the duration of one month unless the advertiser cancels prior to the anniversary of the booking period. In case the advertiser has chosen the option for manual renewal, any booking automatically expires unless the advertiser does not manually extend the advertisement.

As soon as the advertisement space has successfully been sold, the publisher will receive a payment of the sales price of those advertisements displayed in connection with the publisher's website for the advertiser's use of the Services at the end of the month in which the booking period terminates.

In case an advertiser does not fulfill his payment obligations, Brand Digital may terminate the advertiser's booking at its sole discretion. In such an event, the publisher's right to receive payment may be reduced by Brand Digital on a pro-rated basis.

You agree to pay all charges or applicable taxes imposed by any government entity or body in connection with your use of the rendered Services. If you are past due on any payment to Brand Digital, the latter may discontinue its Services without any further notice to you.

Brand Digital reserves the right to charge back your account or withhold payment due to any breach of this Agreement committed or effected by you.

Violation of Agreement

Without limiting any one of our other remedies, we may immediately issue a warning, limit your activity on the Site, terminate or suspend your user registration or any of your advertisement spaces being marketed by Brand Digital. Further, we may refuse to provide our services to you without any notice to you in the following events: (a) if you break this User Agreement or the herewith by reference incorporated documents; (b) if, despite reasonable endeavors, we are unable to verify or authenticate any information you provide us with; (c) if we have reason to believe that your actions may cause financial loss or legal liability to us; or (d) if we find you to engage in undesirable activities.

Privacy and Transfer of Data

Your Information will be processed and stored on our computers located in Germany. The laws on holding personal data in your country may be less stringent than German laws. If you object to your information being used or transferred in this way we ask you to refrain from registering.

For further details and clarification, please check our [Data Protection Policy](#).

Disclaimer of Warranty

Brand Digital does not have any duty to control the content that any user makes available through the Site. Brand Digital is not liable for the solvency of its Users and the accuracy of any content displayed through its Site. You assume all risks related to your published content. Regardless of whether you are an advertiser or a publisher, you, may you be an advertiser or a publisher, understand that other users, including your competitors, will have access to Brand Digital's Site and Services. By force of this very User Agreement, you release Brand Digital from any liability related to the publication of your content through the Site.

We (and our, directors, subsidiaries, officers, affiliates, employees and agents) do not guarantee for continuous, uninterrupted or secure access with regard to services rendered by us and with regard to the operation of the Site, that may be interfered with by numerous factors beyond our influence or control. Our website and our services are provided on an "as- is" basis, that is, as such, without warranties of any kind, either implied or expressed, including, without limitation, fitness for a particular purpose or non-infringement, and implied warranties of merchantability. Brand Digital does not warrant the results of use of the services, including, without limitation, the results of any advertising campaign such as the generation of targeted traffic, the generation of revenues, or an increase in search engine relevancy. You assume all risks and responsibility with respect to aforementioned results, including, without limitation, a negative change in search engine relevancy.

To the extent permissible by law, we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to care and skill or timeliness of performance. Some jurisdictions do not allow the disclaimer of implied warranties - therefore, the foregoing disclaimer may not be applicable to you.

Limitation of Liability

Nothing in this User Agreement shall exclude or limit our liability for fraudulent misrepresentation, or for personal injury or death resulting from our negligence or the negligence of our employees or agents. Subject to the foregoing, we (including our directors, subsidiaries, officers, affiliates, employees, and agents) will not be liable for any economic losses (including, without limitation, profits, loss of revenues contracts, anticipated savings or business), any loss of reputation or goodwill, or any other special, may it be indirect or consequential, damages (however arising, including negligence) arising out of or in connection with this very User Agreement.

Brand Digital is not and will not be liable for any content displayed on third party sites that directly or indirectly link to the Brand Digital Site.

Some jurisdictions do not allow the exclusion of incidental or consequential damages, so the foregoing exclusion may not be applicable to you. We (including our affiliates, parent, subsidiaries, officers, agents, directors, and employees) also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication services or for faults in or failures of their equipment and networks.

Indemnity

You agree to indemnify and hold us and (as applicable) our affiliates, subsidiaries, directors, officers, employees, and agents, harmless from any demand or claim, including reasonable legal fees, made by any third party due to or arising out of your breach of this very User Agreement (including the documents incorporated by reference), or your violation of any laws or the right or rights of any third party.

Termination

Both Brand Digital and Users may terminate the Services at any time by notifying the party by any means. However, advertisers may only cancel a purchase at the end of the period that the advertisement runs, whereas publishers may only cancel advertisement spaces at the end of the period that the last advertisement of the advertisement space runs. In the event that a publisher removes an advertisement prior to the end of the period that the advertisement runs, he or she loses any right of remuneration with respect to the respective advertisement.

Governing Law

This User Agreement shall be construed in accordance with and governed by German law, it is subject to exclusive jurisdiction of the German courts.

Please note, that your country (and/or that of any user you deal with) may have laws, which apply to your transactions with other users regardless of what you have agree upon with us (now) or with that user (later).

The laws of your country may differ from laws in Germany. You shall comply with all applicable international and domestic laws, ordinances, statutes and regulations regarding your use of our service and your purchase, listing, and solicitation of offers to purchase and/or to sell advertisements. Please do not assume that you are allowed to do what other users do, or that we are approving or validating any transaction, even if you have successfully made similar sales or purchases in the past.

Arbitration

Any claim or controversy arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration that must take place in Stuttgart. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Miscellaneous and General

If any provision of this User Agreement is judged or otherwise held to be unenforceable or invalid, these effected provisions shall be struck out whereas the remaining provisions shall remain enforceable. You agree that this very User Agreement and all incorporated agreements may be assigned, even automatically, by Brand Digital and in our sole discretion to a third party in the event of a merger or an acquisition or any other event. Brand Digital and you are independent contractors, wherefore no partnership, agency, employee- employer, joint venture or franchisor-franchisee relationship is intended or created by this User Agreement. You do not have any authority of any kind to bind Brand Digital in any respect whatsoever. Used headings are for reference purposes only and as such in no way construe, define, limit, or describe the extent or scope of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to similar or subsequent breaches.

Both parties agree that this Agreement is the exclusive and complete statement of the mutual understanding of the parties and, as such, cancels and supersedes all previous written and/or oral agreements, communications and other understandings relating to the subject matter of this Agreement. Further, both parties agree that all modifications must be in writing and signed by both parties, except as otherwise provided herein.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights of this User Agreement.

Brand Digital shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Brand Digital's reasonable influence or control.

You acknowledge that copyright laws protect the Site.