

PPC Winner Terms of Use

This website, which is available at www.ppcwinner.com or any other address, as may be applicable from time to time (the "Site"), is owned and operated by PPC Winner Ltd. ("PPC", "we", "us" or "our"). Any use of this Site, or any services offered or made available on the Site from time to time ("Services"), is subject to and conditioned upon your consent to and compliance with, these Terms of Use (the "Agreement"). By accessing and using the Site and/or any Services offered through it, you hereby consent to be bound and abide by this Agreement. If you do not agree with any of these Terms of Use, do not access to the Site or use the Services.

1. Definitions

- 1.1. "**Availability**" means your ability to access and use the Site and/or the Services.
- 1.2. "**Content**" means any information of any kind (but excluding Information, as defined below) incorporated in the Site, including, but not limited to, texts, verbal and visual content, articles, publications, legal updates, design, graphic language, videos, materials, data, photos, pictures, drawings, sound files, graphic files, links, computer code, application, texts and any other information displayed or presented on the Site, whether owned by PPC or by a third party that granted PPC with a right to use it in the Site.
- 1.3. "**Order**" means an order form for the purchase of the Services, to be executed in our Site. Each Order shall serve as an integral part of the Agreement.
- 1.4. "**Subscription Term**" means the period during which you will be using the Services (as set forth in the Order).
- 1.5. "**You**" means the legal entity or individual that is using the Site and/or the Services.
- 1.6. "**Use**" means any accessing and/or viewing and/or visiting and/or browsing the Site and/or the Services for any purpose. The Use of the Site is free of charge; The use of the Services is subject to payment of the fees as set forth in section 11 below.

2. Electronic Communications

When you contact us, you consent to receive communications from us electronically. We will communicate with you by email (if and to the extent you choose to provide with your e-mail address). You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3. Eligibility

By accessing the Site or using any of the Services, you represent and warrant that you are at least eighteen (18) years old, or at the legal age as determined in your domicile, and with the full authority, right, and capacity to agree to this Agreement as a binding contract and abide by all of the terms and conditions hereunder.

4. Term

- 4.1. This Agreement remains in full force and effect while you use the Site and/or the Services, as the case may be.
- 4.2. We may terminate the Subscription Term (and also Your Account): (a) at any time and for no reason, by providing you with 7 days prior written notice. In such event, we will refund you a pro-rated portion of any plan prepayment paid by you for the Services (to the extent paid); (b) in the event you materially breach the Agreement or any part thereof, to the extent such breach was not cured within 7 days; or (c) if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 4.3. Upon termination or expiration of the Agreement (including the Subscription Term) at any time and for any reason: (i) all rights granted to you herein shall immediately terminate and expire; (ii) your PII will be deleted according to our Privacy Policy, which is available at: www.ppcwinner.com. Upon termination or expiry of this Agreement at any time and for any reason, you will: (i) discontinue any and all use of the Site and/or Services; and (ii) return to PPC all copies of PPC's Confidential Information under your possession (if any).

5. Grant of License

- 5.1. Subject to your compliance with the term herein, We hereby grant you a revocable, limited, non-exclusive, non-transferable and non-assignable right, solely for your internal use (and not for resale, further distribution, or for providing outsourcing or service bureau services), to access and use the Site and/or Services. The license to use the Service is limited for the Subscription Term.
- 5.2. PPC does not claim ownership of your PII. However, by using the Site and/or Services, you hereby grant us an irrevocable, royalty-free, non-exclusive, unlimited license and specific informed consent to use the Information, share it with and transfer it to third parties in accordance with the terms of our Privacy Policy, which is available at: www.ppcwinner.com.
- 5.3. Neither you, nor will you allow any third party, to (a) access or attempt to access any PPC's systems, programs or data that are not available for public use; (b) directly or indirectly, license, sublicense, sell, resell, transfer, assign, distribute, rent, lend, disclose, or otherwise commercially exploit or make available the Services to any third party in any manner and any attempt to do so is null and void;

(c) alter or otherwise modify the Services or make derivative works based upon the Services; (d) copy, reproduce, republish, upload, post, transmit or distribute in any way material from the Services; (e) fix or attempt to fix the Services, or work around any technical limitations in the Services, or crawl, decompile, disassemble or otherwise reverse engineer the or make any attempt to ascertain, derive or obtain the source code; (f) create Internet "links" to the Services or "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (g) access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that is unlawful, obscene or causes damage or injury to any person or property; (h) remove or otherwise alter any of PPC's trademarks, logos, copyrights or other proprietary notices or indicia, if any; (i) use PPC's name, logo or trademarks without PPC's prior written consent; and/or (j) use the Services to take any action that (A) infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (B) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (C) are defamatory, trade libelous, threatening, harassing, or obscene; or (D) constitute unauthorized entry to any machine accessible via the network.

6. The Services

- 6.1. We perform the Services by using our proprietary software that can help optimize a seller's Amazon advertising campaigns. The Services will be performed in accordance with the standards described herein. By signing up for the Services under this Agreement you hereby agree and acknowledge that we may adjust and change your settings of advertising campaigns in your Amazon account, in whole or in part, at any time and for any reason for the purpose of optimizing your Amazon campaigns, until you cancel your subscription to the Services. Notwithstanding the foregoing, we do not make any guarantees about the effects or usefulness of the Services, including whether our adjustments and changes to Your Account settings for advertising campaigns will be successful or generate additional revenue for you, nor do we give any assurance or warranty of any kind as to any particular results or success of performing the Services. Your use of the Services is entirely at your own risk, due to the fact that ultimately Amazon sales are determined by the effectiveness of your product and Amazon listing, which we have no control over. For the avoidance of doubt, you are solely responsible for all fees charged by Amazon related to advertising or selling on its website.

- 6.2. In order to use the Services, you will have to open an account, and to provide some informative details about itself in order to complete the registration process. Such informative information may include PII ("**Your Account**"). Details about the information you are required to provide us in order to open Your Account and the way we use it is governed by our Privacy Policy, which is available at: www.ppcwinner.com.

- 6.3. After Your Account is successfully opened, you will receive a confirmation notice to its e-mail address, and you will be granted with a trial period of 30 days to Use the Services free of charge (the "**Trial Period**"). You hereby agree that notwithstanding anything else to the contrary under the Agreement, during the Trial Period: (i) the Services as provided "as is", with no warranties or representations; (ii) PPC has no obligation to Availability, or to provide any particular service level or support services, (iii) PPC has no obligation to provide any updates or upgrades to the Services; and (iv) PPC may cease providing the Services at any time.
- 6.4. Following termination of the Trial Period, the Use of the Services is subject to payment of the fees as set forth in section 11.

7. Proprietary Rights

- 7.1. The Site, the Services and the Content therein are proprietary to us and/or our licensors. Any and all intellectual property rights related to the Services and the Site are and shall remain our exclusive property or our licensors. Nothing in this Site or Services grant any license or right to use any marks displayed on this Site without the written permission of the owner of the mark. Your misuse of the marks displayed on this Site or any other Content on this Site including the Services is strictly prohibited.
- 7.2. Without derogating from any of the provisions herein, you agree not to decompile, reverse-engineer, copy, transfer, assign, rent, resell, distribute or use the Site or the Services (or any part thereof, or any software underlying the Service), other than as expressly authorized by PPC. Any and all trademarks, service marks, product names, and trade names of PPC appearing on or through the Site and/or Service are exclusively owned by PPC. All other trademarks, service marks, product names, and logos appearing on or through the Service are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on or through the Service without the owner's prior written consent.
- 7.3. Our Site is intended for use by natural persons. Any access or use of the Site by any automated means including but not limited to spiders, bots, scrapers and the like is prohibited. Any use of any information collected by such automated means constitutes a violation of this Agreement. Any use of the Site or any parts thereof or information therein for any commercial purposes is prohibited.

8. Amendments to the Agreement

- 8.1. We may revise and update this Agreement from time to time in our sole discretion. We will provide you with a notice of 10 days prior to any change in the Agreement's terms. Following completion of such period, all changes to the Agreement are effective immediately when we post them, and apply to all access to the Site and use of the Services thereafter.

- 8.2. Your continued use of the Services following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

9. Amendments to Services and Availability

- 9.1. As for the Site, PPC shall use its best commercial efforts to keep the Site and/or the Services available and working, but does not provide any warranty for the Availability of the Site and/or Services.
- 9.2. Please note that we hereby reserve the right to remove or amend the Site and/or the Services, and/or any service or material we provide as part of them, in our sole discretion without prior notice. Also, from time to time, we may restrict access to some parts of the Site and/or the Services, in whole or in part. In case of any problem in the Site and/or the Services, you can contact us at: support@ppcwinner.com, and we will make reasonable commercial efforts to address your request.
- 9.3. To the extent PPC is unable to correct the problem by using commercially reasonable efforts, your sole and exclusive remedy shall be to stop using the Site and/or the Services (as the case may be), and as for the Services – to cancel the subscription by notifying us in writing. In such event, we will provide you with a pro-rata refund for the fees paid by you for the Services which were not used and/or received following such termination (to the extent paid).

10. Interfacing with Amazon

The Services depend on you having an active Amazon Seller Account and our ability to access and review of your then current or planned advertising campaigns and sales on Amazon's website, so we can access and design an effective campaigns suitable to you with the budget at your request. Therefore, in order to use the Services you are required to sign in to your Amazon seller's account through the Site, thereby giving us permission to access your advertising data, including all sales transactions, view and make changes to your advertising campaigns. Additionally, all subscription payments are processed through Amazon's payment portal. We are not responsible for Amazon's website, payment portal, or your Amazon account, which are governed by Amazon's own terms and policies.

11. Fees and Payments

- 11.1. The Services are provided in accordance with a certain subscription plan purchased by you in advance, all, as set forth in the Order. However, the fees are subject to adjustment due to changes made by Amazon and other variables. Therefore, we reserve the right to modify the fees and our fee structure at any time with no prior notice. Payments for the subscription plan are due prior to the provision of the Services and to the renewal of a new term of such subscription plan. In order to

avoid renewal of your subscription plan you must cancel your subscription at least 24 hours prior to the start of the new term or you may be charged for the next term. Refunds will not be applicable once payment has been made, except at our sole discretion.

- 11.2. As long as you are using and subscribing to our Services, you must provide us with a valid payment source that you are authorized to use and authorize us to deduct the due charges against that payment source. If, for some reason, we are unable to process your payment, we'll try to contact you by email so you may provide us with an alternate payment source. Failure to perform payment within 14 days as of the charges due shall construe as material breach of these Agreement and we will be entitled to cancel your subscription immediately.
- 11.3. All prices for the Service (as set forth in the Order) are exclusive of any applicable sales, use and other taxes or duties, however designated, including without limitation, privilege, excise, value-added and property taxes except however withholding taxes ("**Taxes**"). Accordingly, you will be solely responsible for payment of any Taxes, except those Taxes based on the income of PPC. Except as required by applicable law, you will not withhold any taxes from any amounts due to PPC.
- 11.4. For the avoidance of doubt, we shall not be liable for any charge or payment made by Amazon in respect to any campaign (i) which is in excess to the budget set out and defined by us in your account; or (ii) which is in excess to the a budget that was erroneously defined in your account due to communication failure between our system and the Amazon system.

12. Compliance with Laws

Access or Use of the Internet or of certain websites may be prohibited in certain territories and/or certain restrictions may apply to you in such territories. Don't Use this Site or the Services if such Use is prohibited under law applicable to you. You agree that your Use of the Site and/or Services shall not violate any applicable local, national or international law, including but not limited to any regulations having the force of law.

13. No Warranty

THE SITE AND THE SERVICES, OR ANY OTHER SERVICES OFFERED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AVAILABILITY, QUALITY, COMPLETENESS OF THE SERVICES, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR SOLE RISK. NEITHER PPC, ITS SUBSIDIARIES, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES

WILL BE UNINTERRUPTED OR ERROR FREE OR OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, PRODUCT OR SERVICE PROVIDED THROUGH THE SITE AND THE SERVICES OFFERED THROUGH IT.

THE SITE PROVIDES CERTAIN INFORMATION ABOUT PPC AND ITS SERVICES. SUCH INFORMATION IS DESIGNED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THE INFORMATION CONTAINED ON THE SITE DOES NOT AND IS NOT INTENDED TO PROVIDE ANY REPRESENTATION OR WARRANTIES AS TO THE SERVICES, THEIR CAPABILITIES OR THEIR USE. PPC IS NOT RESPONSIBLE FOR ANY ACTIONS OR INACTION ON YOUR PART BASED ON THE INFORMATION THAT IS PRESENTED IN THE SITE.

14. Limitation Of Liability

14.1. TO THE MAXIMUM EXTENT APPLICABLE BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF ANY LAW OR AGREEMENT, IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DOWNTIME COSTS, LOSS OF INCOME, PROFITS, REVENUE, BUSINESS, REPUTATION OR BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA AND/OR UNDERTAKING THE RESTORATION OF DATA OR COST OF SUBSTITUTE SERVICE, OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE SITE, HOWEVER ARISING. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT INCORPORATED THEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE;

14.2. TO THE MAXIMUM EXTENT APPLICABLE BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF ANY LAW OR AGREEMENT, IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATIO, LOST OF PROFITS, DOWNTIME COSTS, LOSS OF INCOME, PROFITS, REVENUE, BUSINESS, REPUTATION OR BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA AND/OR UNDERTAKING THE RESTORATION OF DATA OR COST OF SUBSTITUTE SERVICE, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES OR THIS AGREEMENT, HOWEVER ARISING. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY MATERIALS THEREON, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. WITHOUT DEROGATING FROM ANY OF THE FOREGOING, OUR TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, IF ANY, IN CONNECTION WITH THE SERVICES WILL NOT EXCEED USD \$100.

15. Indemnification

You will defend, indemnify and hold PPC (including our subsidiaries, officers, directors, employees or suppliers) from and against all claims, losses, costs, damages, liabilities and expenses (including without limitations, reasonable attorney's fees) incurred by PPC due to your breach of this Agreement.

16. Privacy Policy

16.1. In the course of your use of the Site and/or Services, We may collect and/or otherwise receive PII from you. Details about the Information we collect and/or otherwise receive about or from you, and the way we use it is governed by our privacy policy, which is available at: www.ppcwinner.com and may be amended from time to time (above and hereinafter: the "**Privacy Policy**").

16.2. It is a condition of your use of the Site and/or the Services and you hereby represent and warrant that: (a) all the Personal Information you provide to us is yours and you have all rights in and to it, and it is correct, current, and complete; (b) you have no legal obligation to provide Us with any PII, and the provision of it is solely based on Your free will. However, You are aware that without the provision Information, we will not be able to get back to you to the extent you contacted us via the Site and/or you will not be able to use the Services (as the case may be); (c) You hereby acknowledge and provide your informed consent that any Information provided by you and/or otherwise collected by Us due to your Use of the Site and/or Services will be stored in our database(s), and We will use it and will be able to transfer it to third party service providers which are working on Our behalf, all - for the purposes set forth in this Privacy Policy.

17. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the state of New-York, excluding its choice of law principals. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts in New-York, New-York.

18. Limitation of Claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Agreement must be filed within one (1) year as of such claim or cause of action arose or be forever barred.

19. General

19.1. The Agreement, together with the Order constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral,

concerning such subject matter. In the event of any conflict or inconsistency between the Agreement and the Order, the Order shall prevail.

- 19.2. The headings in the Agreement are for convenience of reference only and have no legal effect.
- 19.3. You may not assign or transfer the Agreement, in whole or in part, without PPC's prior written consent. PPC may, without your consent, assign this Agreement, provided that any such successor agrees to fulfill PPC's obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
- 19.4. The failure of PPC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any of the provisions of this Agreement are held invalid, unenforceable, or void by a court or other tribunal of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

Last Updated: 18/11/2018

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