

Updated March 27, 2023

TERMS OF SERVICE

These Terms of Service were last updated on March 27, 2023.

1. CLIENT APPROVAL TERMS

Rumba360° Platform consists of a website and online services provided at <https://en.rumba360.com>, including subdomains, owned and operated by Mehiaya Co., Ltd. (the "Company"), and accessible through a registered account ("Account") (collectively, the "Service"). The Service provides certain project management functions and may also include add-ons that provide other functionality for an additional fee and that are set forth at <https://en.rumba360.com> (collectively, "Features"). Features are subject to change at any time, at the Company's sole discretion, without notice or compensation.

Any order placed on this website is subjected to the terms and conditions below. When you place an order, you (as the Customer) agree that you have read, understood and agreed to all terms set forth here.

2. ACCESSING THE SERVICE

Customer Obligations:

By using the Services, the Customer agrees to provide accurate and complete information and to comply with all applicable laws and regulations. The Customer is prohibited from engaging in any fraudulent or illegal activities while using the Services. The Company reserves the right to investigate any suspected fraudulent or illegal activities and to take appropriate legal action if necessary. The Customer acknowledges that any breach of these obligations may result in irreparable harm to the Company and that the Company may seek injunctive relief, in addition to any other remedies available, in order to prevent further harm. The Company is not responsible for any damages or losses resulting from the Customer's failure to comply with these obligations, and the Customer agrees to indemnify and hold harmless the Company from any such damages or losses. The Customer agrees to cooperate fully with the Company in any investigation of suspected fraudulent or illegal activities.

Access.

Access to the Service requires hardware including, but not limited to, a computer or mobile device and an Internet connection. User agrees to provide all hardware and the Internet connection required to use the Service. User shall be responsible for any fees incurred when accessing the Service through an Internet connection.

Account Login Information.

Access to the Service requires that User obtain an Account from our Platform. The Account may be accessed by a username and password ("Login Information"). Customer is solely responsible for keeping Login Information confidential and agrees to be bound by any use of Login Information, including any purchases, whether or not Customer authorized such use of Login Information. If Customer becomes aware, or reasonably suspects, unauthorized use of the Account, Customer must immediately change the password that is part of Login Information. Any questions concerning unauthorized use of the Account may be emailed to Rumba360° Platform at sales@rumba360.com.

Account Ownership.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS NO OWNERSHIP OR ANY OTHER PROPERTY INTEREST IN THE ACCOUNT AND FURTHER ACKNOWLEDGES AND AGREES THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL BE FOREVER OWNED BY AND INURE TO THE BENEFIT OF RUMBA360° PLATFORM, EXCLUDING CUSTOMER CONTENT (AS DEFINED IN SECTION 16).

Security / No Disruption

By accessing or using our Platform, the Customer agrees to comply fully with any security processes and procedures (including password protection) established by the Company. Furthermore, the Customer agrees not to access or attempt to access any areas of or through our Platform which are not intended for general public access, unless explicit written authorization has been granted by the Company. The Customer is prohibited from disrupting the functioning of the Platform or otherwise interfering with the use of the Platform by other users.

Account Suspension and Termination.

Rumba360° Platform may suspend or terminate the Account at any time due to Customer's violation of the Agreement or a user of Customer's Account violating these Terms of Service provided Rumba360° Platform first gives notice to Customer providing details of the violation and Customer does not cure or cause such violation to be cured within ten (10) days of receipt of such notice. Whether an Account suspension imposed by Rumba360° Platform will be lifted is at the sole decision of Rumba360° Platform.

Data Mining Prohibited

The Customer is prohibited from using bots, crawlers, spiders, or any similar methods, processes, or tools to "data mine" or extract data from the Platform without the prior written consent of the Company. The Company reserves the right to withdraw this consent at any time, with or without notice, in its sole discretion. The Customer agrees not to engage in any activity that may harm the Platform or compromise the security of the Platform. Any unauthorized data mining or extraction of data may result in legal action being taken against the Customer, and the Company reserves the right to seek injunctive relief, in addition to any other remedies available, in order to prevent further harm. The Customer acknowledges that any breach of this provision may result in irreparable harm to the Company and that the Company may seek injunctive relief, in addition to any other remedies available, in order to prevent further harm.

3. WEBSITES THAT ARE NOT ACCEPTED

We will not accept websites containing:

- Phishing, Trojans, Adwares, Malware and Other Harmful websites
- Website including Illegal content (black markets, drugs, etc...)

4. ORDER PROCESSING & DELIVERY SPEED

Upon the commencement of a campaign by the Customer, the campaign is automatically created on our partner networks advertising platform and undergoes a manual review of the submitted URLs. The purpose of the review is to ensure that the site content complies with advertising policies. Approval of the submitted URLs will be granted within one (1) hour, following which the campaign

will immediately commence. However, during busy periods such as Christmas season, weekends, holidays or long state holidays, the approval process may take up to forty-eight (48) hours. Following approval, campaigns may require up to twenty-four (24) hours to fully adapt to receive their daily volumes of visitors or subsequent changes. This, however, will not affect the total volume of visitors ordered as we employ 24/7 monitoring and automatic adjustments, which will pro-long or set higher numbers of daily visitors for the campaigns to ensure that the total volume of visitors ordered is met.

5. PAYMENT

A Customer can top up the balance in his Account on our Platform and choose from a variety of services the Platform offer.

You are responsible for ensuring that the credit card is up to date, that information posted in connection with it is accurate, and that you are authorized to use it.

6. TAXES

You are responsible for all taxes associated with your purchase of the services, and such taxes will be in addition to the fees quoted.

7. CUSTOMER ERRORS & ORDER BREAKDOWN

The Customer is responsible to provide correct information during the ordering process and during the time service/campaign is or can be still running.

8. SERVICE OR CAMPAIGN MONITORING

In order to track your visitors we recommend using Google Analytics. We take no responsibility whatsoever for incorrect implementation of tracking tools and its unstable loading or inability to load at all, of these tools on customers websites as well as for any 3rd party tracking tools that are not directly placed on website itself. Tracking tools that are directly placed on your website can show up to 70% less visitors that your website received as visitors that use Ad Blocking tools that block most common tracking tools or are in any way blocking tracking request sent to their browser are not counted into your visits by your tracking tool. But your website will still be displayed to these visitors as we are using Anti-Ad Block Solutions that provides completely different methods of delivery than most common ones used by banner or video ads.

9. SITE UNAVAILABLE

Should a Customer's website, for whatever reason, become unavailable, the Customer holds us blameless. Should the unavailability be from over-ordering (more visitors than Customer hosting can actually handle), the Customer is responsible. We have no knowledge of the hosting of a Customer that his URL is using so we cannot promise his hosting quota and uptime. Campaigns running during the Customers websites downtime is not refundable. It's up to the Customer to ensure that his/her website is in working order.

10. REFUNDS POLICY

To initiate a refund, please contact our customer service department at sales@rumba360.com. We will provide you with a Refund Authorization number and instructions on how to get a refund.

Customer can request a full refund for unwanted campaign or services, if the rendering of the service or the campaign did not started yet or partial refund for services not rendered yet or his campaign's unused days at any time, where his request will be fulfilled within next 24 hrs, starting from the moment the customer's refund request was received. The only time a Customer is eligible for a full refund for campaign that has been already running is only if he met our 30-day money back guarantee policy below: In order to be eligible for 30-Day Money Back Guarantee we would need to fail on delivery either by delivering less than 50% of your campaign's total number of visitors that your campaign has to have delivered based on number of days your campaign either is or was running after your campaign was LIVE for at least 5 days or by not delivering your total volume of visitors your campaign has and exceeding more then 7 days of yours campaign's duration.

*Days for which campaign was running are not including days where campaign was awaiting approval because of URL change that can take up to 24 hrs or where campaign was paused or where excessive pausing and enabling of campaign has taken place.

This request will be respected within 30 days from the time the order has been fully paid for. Past that, no refund will be made.

We will issue a refund to the original payment method used for the purchase, excluding bank commission or any additional charges. Please allow up to 10 business days for the refund to be credited to your account.

11. CAMPAIGN SIGNUPS/SALES AND CONVERSIONS

We do not guarantee a Customer will receive sales/signups/conversions from the campaign. Our guarantee is that we will full fill the campaigns number of visitors our Customer ordered. So, if nothing comes from the campaigns sent, we are held blameless and will not issue a refund. We also suggest reading carefully the Terms Of Service or rules of a program you are going to use with our service. We cannot be held responsible for any outcome from those providers as they has their own rules for marketing.

12. CANCELATION OF SERVICE

You may cancel your account at any time. Should you wish to cancel, you can do so through your account or by contacting us via email. You will continue to have access to the Site. You can remove your campaigns or services from your current account at any time and you will be billed the higher/lower amount based on your change in accordance with Clause 10.

13. SERVICE LIMITATIONS

Rumba360° Platform may establish limits concerning use of the Service at its discretion, including by way of example the frequency with which you may access the Service. Rumba360° Platform reserves the right to modify or discontinue the Service (or any part or feature thereof) at any time without notice. You agree that Rumba360° Platform shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

In order to ensure that no system outage occurs and there is no abuse of the Service (either by manual use or using an automatic access), Rumba360° Platform may use its discretionary right to limit or restrict the access whenever it considers, at its sole discretion, that the Service is used abusively. Also, Rumba360° Platform is free to conduct any investigation on this matter and determine the reasons for the improper use and take any decisions on this matter.

14. ADDITIONAL SERVICES

Rumba360° Platform may provide additional services upon request by Customer and mutual agreement of both parties. Any additional services are subject to Rumba360° Platform's then-standard rates for such services.

15. TRADEMARKS; COPYRIGHTS; PROPRIETARY RIGHTS

The Company grants Customer an access to the Service, as permitted by these rules. Customer hereby acknowledges that no title or ownership interest in the Service is transferred or assigned to Customer and that the Agreement is not a sale of any right to the Service.

Rumba360° Platform owns the visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Site ("Rumba360° Platform Content").

Rumba360° Platform also owns the copyrights, trademarks, service marks, trade names and other intellectual property and proprietary rights throughout the world associated with the Rumba360° Platform Content, the Site, and Service, which are protected by applicable intellectual and proprietary rights and laws.

Users may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Rumba360° Platform Content in whole or in part except as expressly authorized in writing by Rumba360° Platform. Rumba360° Platform does not grant any express or implied rights in Rumba360° Platform Content to Users, and all rights in and to the Site and to Rumba360° Platform's Content are retained and reserved by Best Web Traffic.

Moreover, the term Rumba360° Platform and anything on the site that identifies or distinguishes Rumba360° Platform from other goods and services are registered or unregistered trademarks of the company Mehiaya Co., Ltd. (the "Rumba360° Trademarks"). Except as otherwise permitted by

law, you agree not to display or use in any manner the Rumba360^o Trademarks without the Company's prior written consent.

16. CUSTOMER CONTENT

Customer content includes any data, personal or anonymous, including, but not limited to, text, images, user metrics or any other information that Customer submit or create while using the Service ("Customer Content"). By providing Customer Content, Customer represents and warrants that it has all consents, licenses and rights necessary to license Customer Content to Rumba360^o Platform for such purposes contained herein and hereby grants to Rumba360^o Platform a limited, fully-paid, royalty-free, non-exclusive, sublicensable, worldwide license to Customer Content for the limited purposes of providing the Service to Customer, such as hosting, displaying, copying and transmitting Customer Content on or through the Service, and for such purposes as outlined in the Privacy Policy, which expires six (6) months following termination of this Agreement. FP acknowledges and agrees that Customer Content is the exclusive property of Customer, notwithstanding the license granted above.

17. USER INDEMNIFICATION OF RUMBA360^o PLATFORM FOR CERTAIN ACTIONS

Users agree to indemnify and hold Rumba360^o Platform and its affiliates, officers, agents, subsidiaries, partners and employees harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) User Generated Content you submit, post, transmit, or make available through the Service, (ii) your unauthorized use of the Site or Service, (iii) your connection to or use of the Service, or (iv) your violation of the Terms of Service, or (v) your violation of any rights of another including but not limited to another's copyright or other intellectual property right.

18. RUMBA360^o PLATFORM WARRANTIES AND LIMITATIONS

RUMBA360^o PLATFORM, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. RUMBA360^o PLATFORM DOES NOT WARRANT THAT SITE OR SERVICES WILL BE ACCURATE, ERROR-FREE, VIRUS-FREE, OR UNINTERRUPTED OR THAT IT WILL MEET ANY SPECIFIC REQUIREMENTS OF A USER OR CUSTOMER, AND MAKES NO GUARANTEES AS TO THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL

BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

19. LIMITATION OF LIABILITY

You acknowledge that Rumba360^o Platform cannot provide the Service at a fair price without limiting its liability as set forth herein. Thus, as an express condition of use of the Site or Service, you agree to limit Rumba360^o Platform 's potential liability to you as described in this clause. This limitation of liability is a fundamental element of the basis of the agreement between the Company and you as a User.

The Company does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site. Under no circumstances will the Company or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Site or transmitted to or by any Users.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF DATA OR OTHER INFORMATION, USE, GOODWILL) ARISING OUT OF, BASED ON, OR RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE OR SERVICE. WITHOUT LIMITING THE ABOVE, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM (A) CHANGE IN SEARCH ENGINE RANKINGS; (B) UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNTS; (C) ANY ALTERATION, CORRUPTION, DELETION, DAMAGE OR LOSS OF ANYTHING USED IN CONNECTION WITH THE SITE OR SERVICE; (D) FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION WITH RESPECT TO THE SITE OR SERVICE; (E) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ONLINE ACCESS TO OR USE OF THE SITE OR THE SERVICE; (F) INCOMPATIBILITIES BETWEEN THE SITE OR THE SERVICE AND OTHER SERVICES, SOFTWARE OR HARDWARE; (G) ANY THIRD-PARTY CONDUCT OR TRANSMISSIONS OR DATA. THESE LIMITATIONS ON LIABILITY APPLY EVEN TO LOSSES OF WHICH THE COMPANY KNEW, OR SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY. SUCH LOSSES WILL NOT CONSTITUTE A FAILURE OF THIS AGREEMENT'S ESSENTIAL PURPOSE.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to Users in these jurisdictions.

If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from the Company or any affiliates, direct damages up to an amount equal to your Services fee for the month during which the breach occurred. You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility

of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything of Reservation of rights

20. RESERVATION OF RIGHTS

The Company reserves all rights not expressly granted in these Terms of Service. No additional rights (including implied licenses, rights or covenants) are granted by implication, estoppel or otherwise, or any claims related to these Terms, the Services, or the software related to the Services.

21. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

As a consequence of the global nature of the Internet, you agree to comply with all local rules and laws regarding user conduct on the Internet and acceptable content. Specifically, you agree to comply with all applicable laws regarding obscene and indecent content and communications and those regarding the transmission of technical data exported from the Kingdom of Thailand or the country in which you reside.

You may access the Site as a user (“User”) with or without creating an account. While access to certain components of the Site and selected features of the Service are free, the Company reserves the right to charge fees for features and benefits associated with the Site or Service at any time and without notice.

Your access to the Site and Service is expressly conditioned on your compliance with these Terms of Service, the Privacy Policy, and any applicable laws.

Company reserves the right to cancel, suspend, or block access to the Site or Service at its sole discretion for violations of these terms, or for any other reason and without notice.

22. CONDITIONS GOVERNING ALL USERS

- The Service is available only to Users who are 18 years of age or older, and Users who are also Customers must be at least 18 years old.
- The Service is available only to Users who submit truthful and accurate information about themselves and maintain the accuracy of such information.
- The Service is available only to Users who do not impersonate any person or entity or otherwise misrepresent their identity in a profile or elsewhere on the Site.
- The Service is available only to those with a valid email address.
- The Service is available only to those who agree not to authorize others to use their account, profile, or messages.
- Users agree to inform Rumba360^o Platform immediately upon learning of a security breach that relates to their account or a third party’s improper use of the Service in connection with their account.

23. MISCELLANEOUS CLAUSES

Electronic Form.

By accessing the Site or Service, you consent to have this Agreement provided to you in electronic form. Please print a copy of this Agreement for your records.

Governing Law.

This Agreement is governed by the laws of the Kingdom of Thailand, without reference to principles of conflicts of laws, and courts in the Kingdom of Thailand, will have exclusive jurisdiction to hear any proceedings related to this Agreement and to which the parties irrevocably attorn to the jurisdiction of.

Notices.

If Rumba360° Platform must send you additional information regarding the Site or Service or in connection with this Agreement, you consent to receive this information electronically. Rumba360° Platform may provide required information to you by email at any address you registered with the Site or Service or via the Site or Service itself. Notices provided to you via email will be deemed given and received on the transmission date. You understand and agree that this Agreement and any notices given pursuant to this Agreement are enforceable in electronic format. Rumba360° Platform is not obligated to notify you if changes are made to this Agreement, so please check the terms regularly.

Assignment.

Customer may not assign this Agreement without the prior written consent of the Company. The Company may freely assign this Agreement.

Severability.

To the extent any section, clause, provision or sentence or part thereof of the Agreement is determined to be illegal, invalid or unenforceable by competent authority in any jurisdiction then such portion will be severed and the remainder of the Agreement given full force and effect.

No Waiver.

The failure of a party to assert or enforce any right contained in the Agreement will not constitute a waiver of that right.

Additional Rights and Obligations. If any provision of this TOS is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remaining provisions will remain in full force and effect. Any party's failure to act with respect to a breach of this Agreement does not constitute a waiver or affect that party's rights to act subsequently. Users may not assign rights or delegate any duties under this Agreement. The Company may assign rights or delegate duties under this TOS in connection with a merger, reorganization, or sale of substantially all of its assets. This TOS will bind successors and permitted assigns.

Cookie usage. When using the website, you agree to our use of cookies for delivering the service. Customer's use of the Service is governed by this Agreement, a Privacy Policy detailing how the Company uses the information it collects from Customer and users (the "Privacy Policy") and the applicable Customer's order referencing these Terms of Service. All users must agree to these Terms

of Service and the Privacy Policy in order to use the Service, which are subject to change from time to time as set forth in each agreement.

Links

The Company has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of the site. Use of any such linked web site is at the user's own risk.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Translation Interpretation

These Terms of Use may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Entire Agreement. The Terms of Service (along with the Privacy Policy, and any other agreement incorporated by reference) constitutes the entire agreement between you and the Company and govern your use of the Site or Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).

Access Term.

The Access granted to Customer to the account commences on the effective date when the account is created and continues for indefinite time until the Customer delete the account or the Company make a decision to block the account due to breach of the present Terms of use, other Platform`s rules and policies or the state law and other regulations by the Customer.

Any questions or legal issues with respect to this agreement should be addressed to the Client Manager`s email at sales@rumba360.com