

ADVERTISER TERMS AND CONDITIONS

1. DEFINITIONS.

For the purposes of this Agreement, the parties agree that, when used capitalized herein, the following terms shall have the following meanings unless they are otherwise defined in this Agreement:

“**Advertiser(s)**” means one or more customers of AdRight which create the Advertising Material, and authorize AdRight as its intermediary to include it on the Publisher’s Website(s).

“**Advertising Material**” means the text, graphics, logos, designs, trademarks and copyrights for any type of advertising including, but not limited to banners, text ads, pop-ups and pop-unders created by an advertiser.

“**AdRight Network**” means the advertising network owned and operated by Adplex Media Ltd.

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“**Ad Serving Platform**” describes the technology and service that places advertisements on Websites.

“**Impressions**” means the number of times Advertising Material is served to a person visiting the Publisher’s Website(s).

“**eCPM**” means effective cost per mile. eCPM is used on the AdRight Network to calculate the relative cost of an advertising campaign and estimates the cost / revenue per 1000 views of the ad.

“**Unique Click**” means the number of times, as recorded by AdRight ad serving platform a user visiting Publisher’s Website(s), as identified by IP address, clicks on Advertising Material. A click on Advertising Material by a particular visitor shall only be counted as a Unique Click once every 24-hour period.

“**Administration Panel**” means the interface provided by AdRight to clients (Publishers, Advertisers and Third Parties) in order to buy and sell traffic on the AdRight Network.

“**Insertion Order**” is a written authorization to display advertisement on Publisher’s Website(s).

“**Agreement**” means this Advertiser Agreement entered into by AdRight and Advertiser, which these terms and conditions constitute a part.

2. OBJECT.

By virtue of this Agreement Advertiser(s) markets and advertises their goods and services using Advertising Material and Publisher’s incorporates or embeds the Advertising Material into the Publisher(s) Website(s) through AdRight Network. On the top of that, AdRight is providing a guidance to help Advertiser(s) here.

3. ADVERTISING BUDGET.

Advertiser shall be on prepayment terms unless a separate Insertion Order is signed by both parties. Advertiser shall pay all charges in U.S. Dollars or in Euro, according to the currency set up in the AdRight Administration Panel. Charges are exclusive of taxes. Customer is responsible for paying all taxes, government charges, and reasonable expenses and attorneys fees AdRight incurs collecting late amounts.



Charges / Billing figures are solely based on AdRight Ad Serving Platform measurements and statistics, unless otherwise agreed to in writing. Nothing in these Terms or an IO may obligate AdRight to do credit to any party. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to AdRight may be shared with companies who work on AdRight's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to AdRight and servicing Advertiser's account.

AdRight reserves the right to withhold deposit or charge Advertiser's account due to any breach of this Agreement by Advertiser.

4. ADVERTISER REFUND POLICY.

AdRight strives to offer the best service possible to its clients. Once an Advertiser makes an initial deposit in the AdRight Ad serving platform, Advertiser has twelve (12) months from the last payment date to ask for a refund of the balance remaining on the account if he isn't satisfied with the AdRight Network and have remained in compliance with this Agreement. AdRight will refund Advertiser within 24 hours of request to the account AdRight received payment from. Advertisers canceled / terminated by AdRight for violating these Terms are not entitled to a refund. AdRight will charge a \$50 refund service fee to the Advertiser.

5. PUBLICITY.

AdRight shall use the trade names or trademarks of Publishers, Advertisers or third parties without prior written approval from the party owning such name or mark.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Advertiser(s) represents and warrants to AdRight that none of the advertising provided contains:

- Any material that consists of paraphilia or scatological activities;
- Any material that contain children or minors in adult or sexual situations;
- Any material that offers illegal products or services;
- Promotion of incentives for online activity to surf websites, click on ads, or any activity that artificially enhances website or advertiser metrics;
- Promotion of violence, racial intolerance, or advocacy against any individual, group, or organization;
- Promotion of fake documents, copied material, or paper mills;
- Any unauthorized use of third party trademarks that either creates a likelihood of confusion that consumers will believe the products or services originated from the trademark owner, or is likely to dilute the value of a known trademark;
- Promotion of drugs or any related paraphernalia;
- Sales or offers of certain weapons, alcohol, tobacco or any related paraphernalia. Advertisements for electronic cigarettes are permitted but cannot contain tobacco;
- Promotion or any attempt to profit from human tragedy or suffering;



- Promotion of illegal activities that infringes on the rights of others;
- Any content that targets to children of age 18 and younger; and
- Any material that does not respect particular advertising rules added in the Administration Panel for specific Publisher's Website(s).

7. TERMINATION; CANCELLATION.

7.1. AdRight may at any time, in its sole discretion, immediately terminate this Agreement, or cancel any Ad(s). AdRight will make commercially reasonable efforts to notify Advertiser(s), Publisher(s) and Third Parties via e-mail of any such termination or cancellation within a reasonable period of time.

Advertiser(s) may cancel any Ads and/or terminate this Agreement with or without cause at any time by deactivating a campaign by contacting AdRight advertisers manager.

7.2. If either party does not fulfill a material obligation defined in this Agreement, the other party has the right to terminate this Agreement sixty (60) days following written notice to the party in breach, provided that such material breach remains uncured, without prejudice of the right to claim the damages caused to the non-breaching party.

8. CONFIDENTIALITY.

You agree not to disclose AdRight Confidential Information without AdRight's prior written consent. "Network Confidential Information" includes without limitation: (i) all Network software, technology, programming, technical specifications, materials, guidelines and documentation You learns, develops or obtains that relate to the AdRight Network; (ii) click-through rates or other statistics provided to You by AdRight; and (iii) any other information designated in writing by AdRight as "confidential" or any designation to the same effect. AdRight Network Confidential Information does not include information that has become publicly known through no breach by You or AdRight, or information that has been (i) independently developed without access to AdRight Network Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.

9. DATA PROTECTION.

9.1. Each party shall include conspicuously on its website(s), a privacy policy that describes how such party collects, uses, stores and discloses users' personal data if any is collected, including without limitation e-mail addresses, and instructs users how to opt-out of such practices. Publisher's privacy policy shall disclose that third party advertisers may place cookies on the browsers of visitors to Publisher's Website(s).

9.2. Each party warrants to the other that, during the term of this Agreement, it shall comply with all applicable rules and regulations (including but not limited to laws governing privacy, and data protection).



10. INDEMNIFICATION. LIMITATION OF LIABILITY.

Indemnification. You agree to indemnify, defend and hold AdRight and its officers, directors, shareholders, successors, affiliates, employees, agents and representatives harmless from and against any and all costs, claims, demands, liabilities, expenses, losses, damages and attorney fees arising from any claims and lawsuits or proceeding for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the participation on the AdRight Network, (ii) operation of the Publisher's Website(s) submitted to AdRight for participation on the AdRight Network or (iii) otherwise arising from a relationship with AdRight. You also agree to indemnify AdRight for any legal fees incurred by AdRight, acting reasonably, in investigating or enforcing its rights under this Agreement.

11. MODIFICATION.

11.1. AdRight reserves the right to amend these provisions of the present Agreement that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead to the Agreement as a whole being restructured. AdRight will communicate, by e-mail, the modified conditions at least two weeks prior to the Effective Date. Advertisers who do not object in text form (letter, e-mail, fax) to the modification within four weeks after the receipt of the e-mail will be deemed to have accepted the respective modification. AdRight will specifically indicate the possibility of objecting to the modification and the consequences of the four-week deadline.

11.2. If the Advertiser(s) objects to the new (modified) Terms, AdRight(s) request to so modify them will be deemed to have been rejected. The Agreement will then be continued without the proposed modification. The right of the parties to terminate their participation on the AdRight Network remains unaffected hereby. The possibility of terminating the Agreement will also be indicated specifically.

12. NON-SOLICITATION.

During the term of this Agreement, and any renewal thereof, and for one (1) year after its termination for any reason, Advertiser agrees that it will not do business directly or indirectly with any Publisher listed on the AdRight Network, or directly or indirectly solicit or induce such Publisher to do business directly with the Advertiser. Advertiser understands and agrees that this prohibition is a key consideration and inducement for AdRight to enter into this Agreement with Advertiser, and to provide the services hereunder.

13. DISPUTE RESOLUTION.

13.1. This Agreement shall be governed by and interpreted in accordance with the laws of Republic Of Cyprus.

13.2. For any matter related to the interpretation or execution of this Agreement, the parties expressly waive to submit to any courts which might have jurisdiction over the subject matter, and agree to submit to the sole competence and jurisdiction of the Cyprus Courts.

14. GENERAL PROVISIONS.

14.1. Force Majeure. Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable



control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a “Force Majeure Event”), such party’s performance shall be excused and the time for performance shall be extended accordingly provided that the party immediately takes all reasonably necessary steps to resume full performance. If such party remains unable to resume full performance fifteen (15) days after the Force Majeure Event, the other party may terminate this Agreement upon written notice.

14.2. Severability. Should any of the provisions of this Agreement be adjudged invalid or unenforceable by the rules and regulations of the Republic Of Cyprus or the Courts Of Cyprus, such provisions shall be deemed severable from the remainder of this Agreement and not affect the validity or enforceability of the remainder of this Agreement. In that case, such provisions shall be changed and interpreted to achieve the purposes of those provisions as much as possible within the extent of relevant laws or judgment of the court.

14.3. Survival. Sections 11, 12, 13, 16 and 17 shall survive termination or expiration of this Agreement for any reason. All other rights and obligations of the parties under this Agreement shall expire upon termination of this Agreement, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

14.4. Assignment. Neither party may assign, sublicense, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the consent of the other party, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock, provided that the assignee shall assume in writing all rights and obligations under this Agreement.

14.5. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by internationally recognized commercial delivery service), and on the day the notice is sent when sent by verified facsimile, if the time of transmission is during recipient’s business day, or if not on the next business day thereafter, in each case to the respective parties at the addresses provided by the them in writing.

Either party may change its address by providing the other party with written notice of the change in accordance with this section.

14.6. Relationship of Parties. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

14.7. Waiver. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

