

AXELERAD TERMS & CONDITIONS

for Publishers

Last updated: September 17, 2024

BEFORE USING OUR SERVICE AND/OR REGISTERING ON THE PLATFORM, YOU MUST READ THESE TERMS & CONDITIONS CAREFULLY. BY CHECKING THE BOX AND CLICKING "I'VE READ AND ACCEPT" BUTTON, OR BY ACCESSING, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

These Terms & Conditions (the "Agreement") is made by and between **RICHADS LTD**, a company duly incorporated and validly existing in accordance with the laws of the Republic of Cyprus under the registration number HE 412901, having its registered office at Spyrou Kyprianou, 78, MAGNUM BUSINESS CENTER, Floor 3, 3076, Limassol, Cyprus (the "**RICHADS**" or the "**Company**"), and You (the "**Publisher**", "you", "yours", etc.) being the owner/administrator/controlling person of a website/Traffic source/affiliate/ who in one way or another places advertisements on the Internet and CPA-network or having sufficient authority to enter into Agreement.

These Terms & Conditions incorporate by reference Privacy Policy as well as any other terms and conditions published on the Website, which together with any invoices, exhibits, appendices, addenda or schedules hereto constitutes the entire agreement between the Publisher and RICHADS with respect to the use of the Service.

RICHADS may modify the Terms & Conditions, Privacy Policy and/or any other terms and conditions published on the Website from time to time, in its sole and absolute discretion. RICHADS will notify the Publisher of any changes by posting the updated terms on the Website and will revise the "Last updated" date above. Any changes shall be incorporated by reference herein. It is the Publisher's responsibility to review the terms frequently and to remain informed of any changes to them. RICHADS may also provide the Publisher with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending the Publisher an email informing of the changes and/or by prominently posting notice of the changes on the Website. The Publisher's continued use of the Website after such modifications have been published shall constitute Publisher's consent to the modified terms. The then-current versions of the terms will supersede all earlier versions.

In the event of any conflict between the documents that make up the entire agreement, the following order of precedence will apply (in descending order): (1) invoice, (2) Terms & Conditions, (3) Privacy Policy.

PREAMBLE

- WHEREAS the Company wishes to engage the Services as to be provided by the Publisher and the Publisher agrees to provide their services to the Company under an agreed fee for the Services subject to those terms and conditions as further specified herein;
- AND WHEREAS both Parties possess sufficient legal capacity to enter into the Agreement, all corporate procedures of the Publisher necessary for conclusion of the Agreement in accordance with the legislation of the state of the Publisher or internal corporate documentation of the Publisher including the Articles of Association, are performed in due form;

NOW, THEREFORE IT IS HEREBY AGREED, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by this Agreement, the Parties agree as follows:

1. DEFINITIONS

1.1. **Advertisements** means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials generated by advertiser's web-servers in response to a query from RICHADS.

1.2. **Advertiser:** A natural person or legal entity who makes available or wishes to make available advertising campaigns via the platform. This process is also referred to as traffic procurement. Advertisers may also be operators of a network, which collaborate with further Advertisers ("Advertiser

Network”). Advertisers cannot be consumers;

1.3. **“Offer”** or **“Offers”** means a special URL provided by the Company, available for Publishers; each offer includes specifications relating to Advertisements that are to be used/linked/placed/displayed on the website(s)/Traffic source(s) of Publishers. Offers are considered to be completed through the Qualified Actions of end user(s).

1.4. **“Qualified Action”** means when end user(s):

- (i) accesses Advertisements used/linked/placed/displayed on Publisher’s website(s)/Traffic source(s),
- (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person,
- (iii) is not generated based on a system of rewards and/or not otherwise considered to be incent,
- (iv) is not using pre-populated fields,
- (v) completes all of the information required for such action within the time period allowed by Offer(s) and/or fulfills any other action required by a specific Offer and
- (vi) is not later determined by RICHADS to be incentive, motivated, fraudulent, incomplete, unqualified or a duplicate.

1.5. **Personal Account** means the RICHADS’ individual official website <https://app.axelerad.com> access parameters where the Publisher receives Offers, receives information on his Personal Account balance and performs other activities on the official website that are relevant to provision of the Service.

1.6. **Publisher** means the owner/administrator/controlling person of a website/Traffic source/affiliate/ a person who in one way or another places advertisements on the Internet and CPA-network or having sufficient authority to enter into Agreement.

1.7. **Publisher’s Property** is any website, application, content, property or any other media owned and operated by the Publisher on which the Publisher intends to place third parties’ Advertisements.

1.8. **Personal Data** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified or contacted. Personal Data is defined under the applicable law.

1.9. **Services** means the services provided by the Publisher through the Software, consisting in the delivery of the Traffic to the Company on Revenue Share Basis depending on how it is established in this Agreement, namely, placement of third parties’ Advertisements on the Publisher’s Property.

1.10. **Software** means the online-platform technology, allowing delivering the Traffic on Revenue Share Basis depending on how it is established in this Agreement and providing other functionality in the field of real-time advertising bidding.

1.11. **Selection** is an automated procedure of selection conducted with the use of the Software in the course of which it is determined, what Advertisement is the most relevant to the Publisher.

1.12. **Traffic** means push traffic, pop-up traffic, pop-under traffic, native traffic, video traffic, display traffic and other types of traffic which are delivered through the Software.

1.13. **Traffic source(s)** means any and/or all web sites, doorways, social networks, emails marketing, the Publisher’s traffic sources of the and/or any other traffic source available for the Publisher for the provision of the Services under the terms of Agreement.

1.14. **Confidential Information** means all information, written or oral, relating directly or indirectly to the Agreement, the Services, the Party or its business (actual or planned), disclosed to it by the Party, developed by it or which otherwise became known to it in connection with the performance of the Agreement including, without limitation any and all patent applications, drawings, specifications, techniques, diagrams, computer software, codes, charts, plans, statements, assessments, analyses, estimates, views and opinions, know-how, processes, machines, practices, inventions, improvements and records.

1.15. **Website** is the site on the Internet, namely: <http://axelerad.com/>.

2. SERVICES PROVISION

- 2.1. **Services Period.** Services are provided during the term of the Agreement. RICHADS may terminate the Agreement upon written notice sent to the other Party 48 hours before such suspension.
- 2.2. The Services are activated in the Personal Account. The Publisher shall not use any aliases or other means to mask the Publisher's true identity or contact information. After we review the application, we will notify the Publisher of its acceptance or rejection as the Company's Publisher. We may accept or reject the account registration at any time at the Company's sole discretion for any reason. The Company reserves the right to add, edit, remove or reclaim any account details that not related to Personal Data and that related to results of the work between the Publisher and the Company if it can be add, edit, remove or reclaim in accordance with the Agreement with or without the Publisher's consent if deemed appropriate at the Company's sole discretion.
- 2.3. The Publisher may not transfer Personal Account to anyone without explicit written permission of the Company and the Publisher may not use anyone else's Personal Account or password at any time without the express permission and consent of the holder of that account. The Company cannot and will not be liable for any loss or damage arising from the Publisher's failure to comply with these obligations.
- 2.4. The Publisher guarantees that the Publisher's website(s)/Traffic source(s) meets the following criteria:
- 2.4.1. be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of third party suppliers of the relevant materials; and
 - 2.4.2. be fully functional at all levels; no "under construction" sites or sections; and
 - 2.4.3. shall comply with the applicable legislation requirements of the Agreement.
- 2.5. **Adjustments in Personal Account.** RICHADS is entitled to make adjustments in Personal Account in one of the following cases:
- 2.5.1. To pay promotions and bonuses,
 - 2.5.2. Due to technical reasons,
 - 2.5.3. Due to Publisher's fraudulent activity,
 - 2.5.4. On the basis of additional agreements with You,
 - 2.5.5. Due to advertiser's complaints or refunds,
 - 2.5.6. If it relates to the RICHADS property and transactions.
- 2.6. The Publisher acknowledges and agrees that the RICHADS reserves the right, in its sole discretion, to set any limitation on the distribution or countries supported including by setting a cap, increasing or decreasing the budget per any given period by providing written notice (email correspondence shall be sufficient) to Publisher. The RICHADS would not be held responsible for payment of any amounts that exceed the cap or limitation.

3. QUALITY OF CONTENT

- 3.1. **Publisher's Property.** The Publisher guarantees that the Publisher's Property meets the following criteria:
- (a) Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of third party suppliers of the relevant materials; and
 - (b) Be fully functional at all levels; no "under construction" sites or sections; and
 - (c) Shall comply with the applicable legislation.
- 3.2. The content of Your website(s)/Traffic source(s) must not include nor be based on any inappropriate or illegal content as such and/or on material that infringes the rights of any third party or is in violation of any law, as bound by the law or determined by Us in Our sole discretion, including but not limited to the following:
- pornography, adult or mature content;
 - illegal activity and/or promotion of illegal activity (i.e. illegal online gambling, how to build a bomb, counterfeiting money, hacking, phreaking, etc.);

- hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.) or otherwise objectionable content;
- violence (including gratuitous violence), profanity, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance and/or promotion of illegal substance;
- drugs or any related paraphernalia;
- adware, malware, viruses, phishing;
- no misleading information and/or other materials, providing false info to the user;
- purchase of weapons/military equipment;
- false or deceptive investment advice, and others;
- intellectual property rights (branch name, trademarks, logo, etc.);
- investment, money-making opportunities or advice not permitted under law;
- material that defames, abuses, or threatens physical harm to others;
- software pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.);
- hacking or phreaking;
- any illegal activity whatsoever;
- any spoofing and/or redirecting of the users in an effort to gain traffic; or
- any other inappropriate activity as determined by Us in Our sole discretion.

3.3. In the case content is placed on the Publisher's website(s)/Traffic source(s) that violate the requirements of the Offer, RICHADS reserves the right to withhold and/or deduct payment for a specific and/or all Offers in which Publisher participates, and/or to take immediate legal action against Publisher and/or to impose a monetary penalty based on the damages caused by RICHADS.

3.4. RICHADS does not check or control the activities or contents at Your website(s)/Traffic source(s), but all the Services may be rejected and we reserve the right to delete Your Personal Account, withhold and freeze all fees and remunerations if You engage in fraudulent or illegal activity. Publisher has the sole responsibility for the development, operation, maintenance and all content of Your website(s)/Traffic source(s).

3.5. **Advertisements content verification.** The Publisher acknowledges that the RICHADS is not able to check all Advertisements, proposed to the Publisher, since the Advertisements are prepared by third parties.

3.6. Therefore, the Publisher agrees to review all Advertisements and, if inappropriate content is found, immediately notify RICHADS and request that the respective provider of such ad be blocked. Inappropriate ad content includes (without limitation) material related to:

- 3.6.1. advertising, propaganda or calls for exploitation and abuse of minors;
- 3.6.2. advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior;
- 3.6.3. advertising of high-risk investments, quick enrichment schemes and financial pyramids;
- 3.6.4. advertising, propaganda or calls for illegal activity;
- 3.6.5. advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs;
- 3.6.6. information discrediting the honor, dignity or business reputation of individuals or organizations;
- 3.6.7. advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements);
- 3.6.8. pornographic materials, print media, images or other items of a pornographic nature;
- 3.6.9. magical services (works, services (activities) of hypnotists, psychics, fortune-tellers, spiritists, astrologers, sorcerers, soothsayers, other persons who declare themselves or are considered capable of predicting events, affecting people, the spiritual world, property, and the environment through the use of supernatural abilities or forces, and also training services for these activities;
- 3.6.10. advertising, propaganda or calls for using nicotine-containing substances and tobacco products;

- 3.6.11. advertising of weapons and explosives;
- 3.6.12. a call to join religious groups and participate in religious ceremonies;
- 3.6.13. intentional self-harm, mutilation, suicide propaganda;
- 3.6.14. the spread of the illicit trade in human organs;
- 3.6.15. advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities;
- 3.6.16. advertising of goods and services against human rights and freedoms;
- 3.6.17. information or publications containing promotion, propaganda of the cult of violence and cruelty;
- 3.6.18. information, publications that induce violence, cruelty, dangerous actions that could harm the health of individuals, property of the state, organizations or individuals or threaten their safety, and other actions that violate the law;
- 3.6.19. publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations;
- 3.6.20. criminal or terrorist publications;
- 3.6.21. mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs;
- 3.6.22. information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs;
- 3.6.23. other information, the distribution of which is prohibited by law.

3.7. **Fraudulent activity.** The Publisher acknowledges and agrees that any fraudulent activity within the Services provision aimed at augmenting the number of end users clicks is strictly prohibited and bears severe consequences, regardless of intent, means or form of execution. In case of suspected fraudulent activity, the RICHADS may withhold and/or deduct payment to the Publisher and/or terminate the Agreement, at the discretion of the RICHADS. The RICHADS may provide the proof of such fraudulent activity. The proof may contain the logs of clicks recorded on the RICHADS' side, screenshots from the RICHADS' reporting system and other evidence the RICHADS may provide. Publisher is obliged to provide RICHADS with its proofs within 48 hours from the receipt of a request from RICHADS. RICHADS may review these proofs and make its own decision about such proof's applicability. If the Publisher has not provided its proofs within this timeframe, the fraudulent activity is considered valid.

3.8. The Publisher is solely responsible for the content of the Publisher's Property and shall indemnify in full, defend and hold the Company harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of the content of the Publisher's Property.

3.9. The Company shall not be obligated to remit payment of consideration and/or shall be entitled to a refund if he has evidence of violation of this Section by the Publisher.

4. PAYMENT TERMS. TRANSACTIONS

4.1. **No revenue guarantee.** The Publisher acknowledges and agrees that the Publisher's revenue depends solely on the Publisher's choices regarding placement of each specific third party's Advertisements proposed as a result of the Selection and the amount of end-users clicks and/or impressions reflected in the Company's Reporting System. The Company does not guarantee any minimum amount of the Publisher's revenue in any period. All payments will be finalized depending on reception of payment from the advertisers. If the advertisers do not make the payment in full then the corresponding amount will not be paid to the Publisher.

4.2. **The Publisher's revenue calculation.** The amount of the Publisher's revenue is based on the Company's Reporting System data and is calculated on monthly basis. Duration of each billing period is 1 calendar month.

4.3. **Chargebacks.** In the event of an applicable chargeback and refunds requested by third parties ("**Chargeback**") the Company has the right to deduct such an amount from the consideration or withhold the amount or require a refund, as applicable.

4.4. **Dispute Notice.** If the Publisher does not agree with the deduction and/or Chargeback, he shall notify the Company of the disagreement ("**Dispute Notice**") without unreasonable delay but not later than 3 calendar days from the moment of information about deductions and/or Chargeback. Following receipt of a Dispute Notice, the Parties will cooperate, in good faith, to reach an amicable solution to such dispute. The Company may request evidence including but not limited to sources, screenshots (full screenshots), statistics, creatives. If the Publisher does not provide evidence within 48 hours from the

moment of the receipt of a request of evidence, deductions and/or Chargeback is deemed accepted. If the Parties are unable to reach an agreement regarding the discrepancy, then the Company stats and reports shall prevail.

4.5. **Reports.** The Publisher may track online reports within the Company` reporting system in Personal Account, which are only estimated numbers subject to being adjusted after the end of the billing period. In all cases, we will use commercially reasonable methods and practices to direct and measure traffic. Reports may be adjusted at any time by the Company to comply with advertiser's ad serving stats. At the end of the billing period the reports are frozen and within the following 60 days will include the definitive numbers of earnings. For the avoidance of doubt, the Company's reporting system (stats) will be prevailing in any case.

4.6. **Minimum payment.** Notwithstanding the foregoing, the minimum payment is 100 USD. If the minimum payment amount is not reached, the Company will be adding the sum of Personal Account balance to the next payment(s) until the specified minimum payment amount is reached. The specified minimum amounts can be adjusted with agreement of all Parties hereto however such payments may be subject to banking and administration fees.

4.7. **Currency.** The currency of all settlements between the Parties is the US Dollar.

4.8. **Payment details.** Payments are to be made to the Publisher's payment details specified in the Personal Account or provided to the Company by email or other electronic means of communication.. The Publisher guarantees that these payment details, including VAT number, are actually the Publisher's payment details, including VAT number.

4.9. **Invoices.** The Publisher is responsible for checking the Company's Reporting System on a daily basis. On the basis of the Company's Reporting System data, the Publisher shall confirm with Company the amount to be paid for the relevant reporting period within five (5) calendar days via email. Subject to the Company's confirmation, the Publisher shall send to the Company an invoice within five (5) calendar days after such confirmation received via email. The invoice shall include the confirmed payment amount.

4.10. **Payment terms.** The Company shall remit payment to the Publisher within thirty five (35) calendar days after receiving the invoice (NET35-60). The Publisher is individually responsible for issuing invoices and undertakes to issue them no later than the 15th day of the month following the paid one. In case the Company does not receive invoices from the Publisher, the Company shall not pay any amounts. And if the Publisher issues an invoice later than the above term, the Company has the right to defer payment for up to 2 months from the date of such invoice.

4.11. **Taxes and other fees.** Each party has to be solely and separately responsible for its own taxes, fees, or other levies. The Publisher bears all payment costs in connection with transfers. The charges/fees for additional services not specified in this Agreement are subject to negotiation and agreement between Publisher and Company. All commissions and fees charged by banks, payment systems or other financial institutions participating in transactions between the Company and the Publisher and/or securing such transactions are paid by the Publisher.

4.12. Payments are to be made to the Publisher's payment details specified in the Agreement. All changes in payment details should be previously agreed by the Parties in additional agreement to the Agreement. The Publisher guarantees that these payment details are actually the Publisher's payment details. The Company is not responsible if, due to the ownership of the above details to a third party, the payment of remuneration due to the Publisher will be made to an improper person. The Publisher undertakes to fully compensate the Company for all losses if, due to payment of remuneration to a third party using the specified details, the Company is forced to pay any fines, penalties, or other property losses due to violations of legislation on the prevention of money laundering, financing of terrorist activities, financing the proliferation of weapons of mass destruction, or other similar legislation.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. **Rights to the Advertisements.** The Publisher acknowledges and agrees that they do not have any rights with regard to the Advertisements provided, except for the limited right to place the relevant materials pursuant to the terms hereof.

5.2. **Rights to the Software.** The Company grants to the Publisher a non-exclusive, non-transferable, revocable right to use the Software only for the purpose of providing the Services in accordance with the terms and conditions of this Agreement. The Publisher shall not alter, modify, manipulate or create derivative works of the Software or any graphics, creative, copy or other materials owned by, or licensed to the Company in any way.

5.3. **Rights to the Company` web-site.** The Company grants to the Publisher a non-exclusive, non-transferable, revocable right to use the Company` official web-site only for the purpose and in accordance with the terms and conditions of this Agreement. The Publisher shall not alter, modify, manipulate or create derivative works of the Company` official web-site or any graphics, creative, copy or other materials owned by, or licensed to the Company in any way.

5.4. **Trademarks.** Nothing in Agreement is intended to grant to the Publisher any rights to the trademarks, service marks, copyrights, patents or trade secrets belonging to the Company or suppliers of the relevant materials.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1. The Publisher agrees, represents and warrants that :

- not to engage in any illegal activity, in accordance with applicable law, whatsoever, is not allowed.
- the Publisher owns or have legal rights to use and distribute all Advertisements, content, links, copyrighted material, trademarked materials, products, and services displayed on the website(s)/Traffic source(s); the Publisher agrees not to deceive/use to deceive when marketing advertiser's Offers/Advertisement or presenting these Offers/ Advertisement to consumers; the Publisher has the right, power, and authority to enter into Agreement and grant the rights specified herein;
- the Publisher will not, in any way, re-broker any of the Company's Offers throughout the duration of the Agreement and/or at any time after the termination of the Agreement. The Publisher hereby agrees that the Company prohibits and forbids at all times the Publisher uses and placements of its Offers on other affiliate networks through/in any way;
- the Publisher will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Software, Advertisements, network, tags, source codes, links, pixels, modules or other data provided by or obtained from the Company that allows the Company to measure Advertisements performance/Traffic ("**Website Data**");
- If instructed to do so by the Company and/or if Agreement terminates, the Publisher will immediately remove and discontinue the use of any Website Data;
- If the Publisher is notified that fraudulent activities may be occurring on the Publisher's website(s)/Traffic source(s), and the Publisher does not take any actions to stop the fraudulent activities, then the Publisher is responsible for all associated costs and legal fees resulting in these fraudulent activities;
- The Publisher will not take any action that imposes, or may impose, in the Company's sole discretion, an unreasonable or disproportionately large loan on the Company technology infrastructure or otherwise make excessive demands on it;
- The Publisher may not disable, circumvent or otherwise interfere with security related features of the Software or features that prevent or restrict use or copying of any part of the Software, or which enforce limitations on the use of the Software;
- The Publisher's website/Traffic source does not contain any sexual or erotic material that depicts persons under the age of 18 or in a manner that suggests that they are under the age of 18;
- If any errors or undesirable results occur due to no fault of the Company, the Company shall not be responsible for losses and the Publisher may not be compensated;
- the Publisher must not make any representations, warranties or other statements concerning the Company or advertisers or any of their respective products or services, except as expressly authorized herein;
- that the Publisher's website/Traffic source does not copy or resemble the look and feel of the Company or create the impression that the website/Traffic source is endorsed by the Company or is a part of the Software, without the prior written permission of the Company;
- the Publisher complies with all (i) obligations, requirements and restrictions under Agreement and (ii) laws, rules and regulations as they relate to the Publisher's business, website(s)/Traffic source(s);
- the Publisher complies with all the terms, conditions, guidelines and policies of the Company and relevant Offer;
- the Publisher complies with all applicable data protection and privacy regulations;

- the Publisher always prominently posts and makes available to end users any terms and conditions in connection with the Offer set forth by the Company, or as required by applicable laws regarding such Offers.
 - the Publisher who has provided a VAT number expressly warrants that such VAT number is, in its own country, valid for the issuance of VAT-exempt invoices to the Company.
- 6.2. Hereby the Publisher's irrevocably authorizes the Company to transfer a request received by the Company to provide information for the payment directly to the Publisher's financial institution available;
- 6.3. Publisher undertakes to ensure that its technical preferences/technical platform supports the traffic directed to Advertisements of Offers through the Software. The Company takes no responsibility for all the consequences in the event the Publisher's technical preferences/technical platform cannot support the traffic directed to the website(s)/Traffic sources(s). The Publisher shall test the website/Traffic source to ensure its correct appearance in different web browsers, devices or systems and optimize it if necessary.
- 6.4. The Publisher acknowledges that every case of violation of the terms of Agreement will lead to material and business standing losses of the Company. The Company reserves the right to recover damages caused in the specified amount, or the amount of actually incurred losses, in the event of the Publisher's breach of the Agreement. Such losses may be deducted from the balance of the Personal Account.

7. LIMITATION OF LIABILITY. INDEMNIFICATION. DISCLAIMER OF WARRANTY.

- 7.1. **Limitation of liability.** The Parties agreed that legal liability of the RICHADS is limited as follows: neither the RICHADS, nor any affiliate companies, branches, employees, shareholders, suppliers, directors or other persons connected to the RICHADS shall bear any joint liability for the following: a) total liability to the Publisher above the amount equal to the amount of the latest payment for the Publisher; b) any specific, accidental, indirect, exemplary or subsequent loss, loss of possibility to use, loss of profits or loss of data or profit in respect to the Publisher or any third party in consequence of use of the Service. Such liability limitation constitutes one of the foundations of the Agreement concluded between the RICHADS and the Publisher, in the absence of which the Agreement would not be concluded or the conditions for the Service provision would be different.
- 7.2. The given liability limitation shall be applied regardless of the fact that:
- 7.2.1. a complaint is filed in accordance with the Agreement, civil offence, legal act or any other legal opinion;
 - 7.2.2. the RICHADS is aware or shall be aware of the possibility of such losses;
 - 7.2.3. limited legal remedies stipulated in the given section fail their essential purpose.
- 7.3. Provided that the scale of liability limitation stipulated in clause 7.1 hereof exceeds the minimal scale of liability limitation determined by the applicable legislation, such minimal scale of liability limitation determined by the applicable legislation shall prevail.
- 7.4. The RICHADS shall not be held liable for use or provision of inadequate information at registration on the Personal Account, and in case such facts of inadequate information use are established, the RICHADS is entitled to cease rendering of the Service. The abovementioned liability limitation of the RICHADS shall be extended to the person that provided the inadequate information, as well as to the person whose data was provided (the liability before such person shall be held by the person who provided the information in respect to the other person).
- 7.5. **Indemnity.** The Publisher shall indemnify, defend and hold the RICHADS harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of the Publisher breach or violation of any clause of Agreement or other mutual agreement of the Parties.
- 7.6. **Disclaimer of warranty.** RICHADS IS ONLY OFFERING THE SERVICE. THE INFORMATION, OFFERS, ADVERTISEMENT, CONTENT AND OTHER RICHADS SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN PROGRAMS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RICHADS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SERVICE, THE INFORMATION, OFFERS, ADVERTISEMENT AND CONTENT INCLUDED ON THE SERVICE AND PROVIDED BY RICHADS, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RICHADS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THIS SERVICE, NETWORK OR WEBSITE OR PROVIDED BY RICHADS IS ACCURATE, COMPLETE OR CURRENT.

8. FORCE MAJEURE

- 8.1. The Parties are exempt from liability for partial or entire failure to perform their obligations under the Agreement provided such failure resulted from circumstances of extraordinary nature that occurred after the Agreement had been concluded. Such circumstances of extraordinary nature include exclusively the events beyond control of the Party and the Party is not responsible for their emergence, or is not able to avoid or overcome them, in particular floods, fires, earthquakes, volcanic eruptions, tsunami, accidents of anthropogenic nature, national strikes, international agreements prohibiting operations subject to implementation within the framework of the Agreement, actions (inactions) of state institutions and/or state officials, illegal activities of third persons, blocking or suspension of operations on accounts and/or certain transactions of the Party, pandemic, prohibitions or restrictions by government agencies, approval of sanctions and sanctions lists. The circumstances eliminating liability from the Party include governmental regulations or decrees of state institutions that make compliance with the obligations by the Parties impossible.
- 8.2. The Party referring to the circumstances of an extraordinary nature shall inform the other Party in writing within 5 days on such circumstances of extraordinary nature appearance and, if obtaining the relevant documents is possible and request of the other Party, prove its emergence with official documents of the relevant chamber of commerce and industry or another competent institution of the relevant country.
- 8.3. Provided that any of the above-mentioned in clause 8.1 hereof circumstances directly affect fulfillment of obligations in due term stipulated in the Agreement the said term shall be postponed commensurably for the term of the relevant action validity. If the force majeure lasts more than 30 days, and it impacts upon a Party's ability to perform its obligations hereunder, the other Party may terminate Agreement for convenience by providing to the other Party written notice to such effect.

9. ASSIGNMENT. THE APPLICABLE LAW AND DISPUTE RESOLUTION

- 9.1. The Company may assign Agreement to a subsidiary or business successor. The Publisher may not assign Agreement without the prior written consent of the Company, which shall not be unreasonably withheld.
- 9.2. Governing Law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales (applicable law).
- 9.3. Competent Authority. Any dispute arising out of the Agreement or related to it, including its execution, breach, termination or invalidity thereof, will be solved by arbitration in the state court of the Republic of Cyprus.

10. PERSONAL DATA

- 10.1. Each Party shall comply with its obligations under all data protection laws in respect of the Services to be provided under the Agreement to each other.
- 10.2. The Publisher hereby acknowledges and agrees that the Company may process the Personal Data of the Publisher's end users.
- 10.3. The Company agrees in respect of any such Personal Data supplied to it by the Publisher that it shall only act on instructions from the Publisher regarding the processing of such Personal Data under the Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the Personal Data and against accidental loss or destruction of or damage to the Personal Data.
- 10.4. The Software is not intended for children under the age of 18. If the Publisher becomes aware that Personal Data has been collected or received from a child under 18 without verification of parental consent, the Publisher will notify the Company and the Company will delete that information.

10.5. The Software generally does not process any sensitive data about the end-users. In case the Publisher receives sensitive personal data, the Publisher shall urgently notify the Company in order to stop such processing and take necessary measures.

11. CONFIDENTIALITY

11.1. The Parties covenants and undertakes that, during the term of the Agreement and thereafter, absent the Party's prior written consent, Confidential Information shall be maintained by it in full and absolute confidence, and it shall not use such Confidential Information, directly or indirectly, in whole or in part, for its own benefit or for any purpose whatsoever except as specifically and explicitly provided herein.

11.2. The Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by its consultants, employees, subcontractors and affiliates.

11.3. Party undertakes not to transmit or transfer the Information Confidential Information to any third party, including but not limited to, daughter companies, sister companies and mother companies, without the Party's prior written consent.

11.4. Upon the termination of the Agreement, for any reason whatsoever, the Party shall return to the other Party any and all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Information or any portion thereof.

11.5. Notwithstanding anything else to the contrary herein, the obligations under this Section shall survive after termination of the Agreement within 5 years.

12. MISCELLANEOUS

12.1. **Severability.** If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

12.2. Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.

12.3. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by you when signing up for the Service by certified mail, fax, email or courier.

12.4. **Amendments.** Publisher understands and agrees that RICHADS may update/amend and/or change and/or terminate / stop any program/Service/Offer/Advertisement, in any way and for any reason at its own discretion, with a prior 24 hours' notice to the Publisher.

12.5. RICHADS reserves the right to change any terms and conditions of Agreement at any time, at its own discretion. You may refer to contract revisions in Our website – <https://app.axelerad.com>. Agreement (as published on <https://app.axelerad.com> bind the Parties from the date signed or the date Service is provided and shall apply to each and any Services provided by RICHADS. Agreement shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the Services provided by RICHADS.

12.6. Representations and warranties of Publisher set forth in Agreement (in particular, Section 11) hereof shall survive closing for a period of 1 year from the termination date.

12.7. Headings to sections and subsections in Agreement are for the convenience of the Parties only and are not intended to be a part of or affect the meaning or interpretation hereof.

12.8. You agree on using any communication method (email message/SMS message/phone) with contact details provided in Your Personal Account. Any notification between the Parties is inappropriate unless it is made in writing. The term "in writing" includes email and other electronic ways of communication.

12.9. Publisher hereby agrees to notify the Company if they:

- 12.9.1. change their VAT registration number;
- 12.9.2. cease to be VAT registered;
- 12.9.3. sell their business, or part of their business;
- 12.9.4. to notify each other about any changes in their payment details.

13. Contact details

13.1. If you have any questions about these Terms & Conditions, please contact us via email at the address: hello@axelerad.com.