

# Terms and Conditions

## Terms for Advertisers

The given Agreement is concluded between the **Company "RICHADS LTD"**, with an address: Pavlov Nirvana & Aipeias, 4 ALPHA TOWER, 1 st Floor, Flat / Office 11, 3021 Limassol Cyprus ("**Agency**"), on the one hand,

and

**You (the "Advertiser", "you", "your")** that expressed your will to receive the service for managing advertising campaigns, placing your advertisements on third-party Internet pages and mobile apps and accepted obligations under the Agreement without reservations and to the full extent by signing the insertion order (IO) under the text of the Agreement, on the other hand,

have reached a complete and legally binding agreement as follows:

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, the parties agree as follows:

### 1. DEFINITIONS

- 1.1 "**Actual Net Advertising Cost**" is defined as the total Deliverables achieved times the price (rate) per Deliverable as specified on the front page of the IO.
- 1.2 "**Affiliate**" with respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party. For purposes of this definition, "control" means ownership, directly or indirectly, of at least fifty percent (50%) of the voting rights in such entity (or, in the case of a non-corporate entity, equivalent rights).
- 1.3 "**Agreement**" means the IO and these Terms and Conditions the same as Privacy Policy.
- 1.4 "**Campaign**" means the details of the advertising campaign, the specifics of where, how and when a Creative is to be displayed, including the type of Creative, placement of the Creative, type of Deliverable, number of Deliverables to be achieved, price per Deliverable, and the dates during which a Creative is to be displayed, all as set forth in the IO.
- 1.5 "**Creative**" is herein defined as any graphic file and/or any and all accompanying printed, handwritten or electronically transferred information supplied by Advertiser to Agency to be displayed for advertising purposes.
- 1.6 "**CPC**" is herein defined as Cost-Per-Click, a specific kind of deliverable which is achieved by a user clicking on a given Creative and thereby being directed to a selected webpage.
- 1.7 "**CPM**" is herein defined as Cost-Per-Thousand, a specific kind of deliverable which is achieved by one thousand displays of a Creative.
- 1.8 "**CPI**" is herein defined as Cost-Per-Install, a specific kind of deliverable which is achieved by a user that installed the Product as recognized by an agreed tracking system.
- 1.9 "**Deliverable**" is herein defined as a measurable result of the display of Creative, i.e. CPC, CPM or CPI or other basis, agreed by the Parties.
- 1.10 "**Effective Date**" is the date the parties sign the first IO.
- 1.11 "**Product**" shall mean Advertiser Games or other Software Product(s) or Internet resources (web-sites, etc.) as specified in the IO.
- 1.12 "**Intellectual Property Rights**" shall mean on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).
- 1.13 "**IO**" is herein defined as an insertion (purchase) order, signed by the parties, describing the advertising Campaign for the Product (s).
- 1.14 "**User**" shall mean any User of a Product (s) who has agreed to the Product (s)' Terms of Service, License Agreement, Privacy Policy, and licensed or otherwise accessed a Product(s) directly from Advertiser's website, as a direct result of Agency's activities pursuant to the Campaign set forth in this IO.
- 1.15 "**Website**" is <https://richoffers.webflow.io/>
- 1.16 "**Privacy Policy**" is a document elaborated by Agency containing the rules of the Personal Data treatment, prohibited data, and other issues that is published on the Website and constitute an integral part of the Agreement.

## 2. GRANTS.

- 2.1 *Use of Creative.* During the Term, Advertiser grants Agency a non-exclusive, non-transferable, revocable license to use, reproduce, transmit and distribute the Creative, solely in order to promote the Product in accordance with the Campaign details set forth in the IO. Agency may use the Creative for as long as this Agreement is in effect.
- 2.2 *Restrictions.* Agency shall not modify the Creative in any way without Advertiser's prior written consent. Agency shall only use the Creative in accordance with the terms of this Agreement, any guidelines Advertiser may provide from time to time and any applicable laws.
- 2.3 *Trademark and Copyright License for Products Marketing.* Advertiser hereby grants to Agency a non-exclusive royalty-free license, during the Term, to use, publicly display and perform, distribute and display the trademarks, including logos (of Advertiser as used in the Product (s)) and materials from the Product (s) (e.g., screenshots, movies, etc.) (the "Marks") as part of or in connection with promotion and marketing of the Product (s).
- 2.4 *Ownership; Reservation of Rights.* Except as expressly provided herein, as between Agency and Advertiser, Advertiser retains all rights, title and interest, including all Intellectual Property Rights, in and to the Product (s), the Creative and the Marks, and Agency retains all rights, title and interest in Agency's trademarks, logos and service marks. All rights not expressly granted hereby are reserved by each of the parties.

## 3. PAYMENT

- 3.1 *Fees.* During the term of this Agreement and during any renewals thereof, Advertiser will pay Agency the Actual Net Advertising Cost.
- 3.2 *Invoices.* The parties may agree on prepayment for any or all Insertion Orders. Unless Advertiser has prepaid, Agency will issue invoices to Advertiser on a monthly basis, after the end of the month during which advertising services were provided. The invoices shall at a minimum contain the number of Deliverables, the price (rate) per Deliverable, and the Actual Net Advertising Cost. The invoice shall cover only those Deliverables that meet the criteria specified on the IO. Unless otherwise specified on an IO, invoices shall be based on Agency's deliverable measurements.
- 3.3 *Payment.* Payments will be provided to Agency by Advertiser upon receipt of an invoice, within ten (10) days net of receipt of such invoice if other term of payment has not been agreed by the Parties in the IO.
- 3.4 *Taxes, Fees.* Each party is solely and separately responsible for its own taxes, fees, or other levies.
- 3.5 *Total maximum Deliverables.* Advertiser shall not be charged for more than the total maximum Deliverables specified on a given IO.
- 3.6 *Minimum Deliverables.* Agency shall be under no obligation to achieve any minimum number of Deliverables. Agency has the right to stop showing the Creative at any time, for any reason or for no reason.
- 3.7 *Late payment.* Any late payments shall be subject to an interest rate which is the lesser of one percent (1%) per full month, or the highest rate permitted by law.

## 4. WARRANTIES, INDEMNITIES, AND LIMITED LIABILITY

- 4.1 *Warranties.* Both parties hereby represent that they are authorized to enter into this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES AND EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES IMPLIED FROM COURSE OF DEALING OR PERFORMANCE.
- 4.2 *Advertiser's Representations.* Advertiser represents and warrants that: (1) It is the owner or is licensed to use the entire contents and subject matter contained in the Creative; (2) the Creative does not contain any virus, Trojan horse, worm, or software which could cause injury to any party; (3) to the best of its knowledge, the Creative does not violate any law or regulation; (4) to the best of its knowledge, the Creative does not infringe any third party copyright, trademark, patent, or other proprietary right.
- 4.3 *Agency's Representations.* Agency represents and warrants that: (1) any creative material supplied by the Agency, will not, to the best of its knowledge, infringe any third party copyright, trademark, patent, or other proprietary right; (2) the Agency's website(s) is free of any "worm", "virus", "malware" or other device that could impair or injure any person or entity; (3) it conducts its business in compliance with all applicable laws, rules and regulations, including without limitation applicable data protection laws; and (4) the execution of this Agreement and the performance of its obligations hereunder will not conflict with or cause a breach or violation of any agreement, law, regulation or other obligation to which Agency(s) is a party or subject.

- 4.4 *Indemnification.* Subject to the limitation of liability herein, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim of action brought against the Indemnified Party arising out of or related to a breach by the Indemnifying Party of its representations and warranties as set forth in this Agreement. The foregoing indemnity obligations shall apply provided that the Indemnified Party (1) promptly notifies the Indemnifying Party in writing of any such claim, (2) allows the Indemnifying Party, at its sole expense, to direct the defense of such claim, (3) gives the Indemnifying Party full information and reasonable assistance which is available to the Indemnified Party and is useful or necessary to defend such claim, and (4) does not enter into any settlement of any such claim, without the Indemnifying Party's consent, which shall not be unreasonably withheld.
- 4.5 *Limited Liability.* Neither party shall be liable to the other or any third party claimant for any indirect, special, punitive, consequential, or incidental damages, including, lost profits arising out of, or related to this Agreement, however caused and on any theory of liability including but not limited to negligence, even if such party has been advised of the possibility of such damages. For the avoidance of doubt, nothing in this Agreement excludes or limits either party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful.
- 4.6 *Force Majeure.* No Party shall be in breach of this Agreement to the extent that performance of its respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of Government, or any other cause beyond the reasonable control of such Party; provided, that the Party hindered by such force majeure circumstances shall, within 10 (ten) calendar days, in written form notify the other Party of emergency, type and expected duration of force majeure circumstances preventing the notifying Party from performing its obligations under this Agreement. The existence of such force majeure circumstances must be confirmed by a Chamber of Commerce or another independent body. If such notification is not sent in accordance with the above provision, the Party influenced by force majeure circumstances shall not have the right to refer to such force majeure circumstances as the reason of its non-performance of obligations under this Agreement. During the existence of force majeure circumstances releasing the Parties from their obligations hereunder, the Parties suspend the performance of their obligations without any sanctions. In the event that such force majeure circumstances exist for more than three (3) months, the Parties shall negotiate further performance of this Agreement. If the Parties do not come to an agreement in this respect, each of the Parties has the right to terminate this Agreement unilaterally by sending the other Party a notice of termination.

## **5. CONFIDENTIAL INFORMATION**

- 5.1 Neither party shall disclose or use the other party's confidential information for any purpose other than the purposes contemplated by this Agreement, unless such disclosure or use is allowed by written permission of the other party. However, either party may disclose the other party's confidential information to the extent required by applicable law, but only after five (5) days prior written notification to the other party of such required disclosure. Advertiser's confidential information shall remain the property of Advertiser, and Agency's confidential information shall remain the property of Agency. The parties shall not disclose any of the terms and conditions of this document to any third party without the express prior written consent of the other party.
- 5.2 Following termination, each party must use reasonable commercial efforts to return or destroy the other party's Confidential Information.
- 5.3 Neither party must issue a press release or public announcement that refer to the other party, without the other party's consent.
- 5.4 The Privacy Policy is published on the Website and constitute an integral part of the Agreement.

## **6. CHILDREN'S PRIVACY**

- 6.1 The Advertiser represents and warrants that it will not use the Service in connection with children under 16 years of age if otherwise have not been agreed by the Parties.
- 6.2 "Prohibited Data" means:

- data that the Advertiser knows or should know to be directed or targeted to children or are used by a substantial or disproportionately high ratio of children, where the children are under 16 years of age;
- data where its use is legally prohibited because consents have not been obtained or because other necessary measures have not been taken.

## 7. TERM AND TERMINATION

- 7.1 *Term.* This Agreement will commence on the Effective Date (defined in the IO) and shall continue for one year or as otherwise set forth in the IO (the "**Term**").
- 7.2 *Termination.* Each party may terminate this Agreement at any time with or without cause upon 48 hours written notice.
- 7.3 *Effect of Termination.* Upon termination or expiration of this Agreement, Agency shall remove all of the Creative. Agency will send Advertiser a final invoice within fifteen (45) days after termination, and Advertiser will issue payment ten (10) days thereafter.
- 7.4 *Survival.* Sections 3 - 7 will survive the termination of this Agreement.

## 8. GENERAL

- 8.1 *Notices.* Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class post (air mail if posted to or from a place outside Israel) or by e-mail to the address of the parties set forth in the IO.
- 8.2 *Electronic Acceptance.* This Agreement may be concluded in electronic form (e.g., by an electronic or digital signature of the IO or other means of demonstrating assent) and will be binding between the Parties. Both Parties agree that it will not contest the validity or enforceability of this Agreement because it was concluded in electronic form.
- 8.3 *Independent Contractors.* The parties are independent contractors, and neither party will be deemed to be an employee, agent, partner, or legal representative of the other. Neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 8.4 *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement or assign or delegate its rights and obligations under this Agreement to an Affiliate or to a successor to all or substantially all of its business or assets relating to this Agreement whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
- 8.5 *Waiver.* The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 8.6 *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 8.7 *Jurisdiction.* This Agreement shall be governed by the laws of the law of Cyprus , without regard to principles of conflicts of laws.
- 8.8 *Counterparts.* This Agreement may be executed in multiple counterparts, each of which will be considered to be an original, but all of which together will constitute one and the same instrument.
- 8.9 *Headings.* The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or meaning of this Agreement or any portion hereof.
- 8.10 *Entire Agreement.* This Agreement (together with the applicable IOs) constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or representations between the parties.

## 9. CHANGES TO THE TERMS

- 9.1 Agency reserves the right to change the Terms and Conditions at any time without providing any advanced notice.
- 9.2 The changes to the Terms and Conditions take effect in 3 days after they are displayed at the Website.

9.3 Advertiser understands and agrees that if he/she/it uses the Services after the date on which the Terms and Conditions have taken effect, Agency will treat his/her use of the Services as acceptance of the updated Terms and Conditions. If Agency does not agree with any changes made to the Terms and Conditions, then he/she/it must stop using the Services immediately.