

KADAM USER AGREEMENT

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General Provisions

Please read this User Agreement carefully before using the Service (hereinafter, the “Service”). This Agreement is an official public offer and is intended for persons visiting our Website and using the KADAM Service.

The public offer comes from **Kadam Advertising Ltd**, company incorporated and acting under the laws of the Republic of Cyprus under the registration number HE 441056, VAT ID: 60023404I, address: Troizinos 4A, 3045, Limassol, Republic of Cyprus and is subject to the legislation of the Republic of Cyprus.

For convenience, the Agreement refers to the following:

- **Kadam Advertising Ltd is referred to as “Kadam,” “the Company,” or “We”;**
- **Persons using the Service are referred to as “User,” “Users,” or “You”;**
- **Kadam Advertising Ltd and persons who use the Service are referred to individually as a “Party” and collectively as the “Parties”;**
- **The User Agreement is referred to as the “Agreement.”**

If You use this Service, You agree to comply with all the terms and conditions of the Agreement. If You do not agree with the provisions of the Agreement in whole or in part, You must immediately stop using the Service. You confirm that You are of legal age, fully acquainted with and accept all the terms and conditions of the Agreement without any reservations or exceptions when You perform any actions aimed at using the Service.

The Agreement is available for review at <https://www.kadam.net/en/terms-service> and contains all essential terms and conditions.

Acceptance of the Agreement is the registration of the User in the Service on the terms provided in the Section 4 of the Agreement, and/or payment for the Company's services and/or payment by a third party for the User (whichever occurred first) and means the conclusion of the Agreement on the terms and conditions specified herein.

By accepting this Agreement, You confirm your legal capacity under the applicable laws of the state of which You are a resident. If You use the Service on behalf of a legal entity, You represent and warrant that You have the right and authority to enter into this Agreement on behalf of that legal entity and to bind it to this Agreement.

1. Definitions

1.1. **“Advance Payment”** means money deposited by the Advertiser in payment for the services prior to their fulfillment, which is displayed on the balance of the Advertiser in his Account.

1.2. **“Audience”** or **“Target Audience”** means a group of visitors to the Website, which may be the Advertiser’s assumed target audience.

1.3. **“Showcase of offers”** refers to a tool in the Service that allows You to view all existing offers from other owners and also quickly create Advertising campaigns based on them.

1.4. **“Internet resource”** or **“Website”** means the collection of tools and electronic (digital) information designed for the publication of materials on the Internet and displayed in a specific text, graphics, or audio form. An Internet resource has a unique electronic address (name) that allows You to identify and access it.

1.5. **“Traffic source”** means the information channel connected to the Service that the Audience uses to visit the Advertiser's website.

1.6. **“Ad/Advertising/Advertisement”** means information about a person, product, service disseminated in any form or by any means and intended to create or maintain awareness of and interest in such person, service, or product among the consumers of the advertisement, which complies with Section 5 of this Agreement as well as the legislation of the Republic of Cyprus.

1.7. **“User”** refers to an individual or a legal entity acting in the Role as provided in Clause 1.8 of the Agreement and registered and acting in the manner defined by this Agreement and fully accepting all of its terms and conditions.

1.8. Roles of the User:

1.8.1. **“Publisher/Webmaster”** is a legal entity or individual that owns or provides advertising space on the Internet offered for display of Advertiser's Advertisements when using the Service.

1.8.2. **“Advertiser”** means a legal entity or individual that wishes to conduct, is currently conducting or has previously conducted an Advertising Campaign when using the Service.

1.8.3. DSP - platform for buying and managing advertising inventory.

SSP - a platform for selling advertising inventory.

Within the framework of this Agreement, the terms and conditions provided for the Advertiser/Publisher respectively shall apply to DSP/SSP, unless otherwise provided for by the Agreement.

1.9. **“Visitor”** means a person who visits the Kadam Website without creating an Account.

1.10. **“Advertising Campaign”** means a purposeful system of advertising events planned within the framework of the Service in order to achieve the specific marketing goal of the Advertiser within a specified period of time.

1.11. **“KSA Advertising Campaign”** or **“KSA campaign”** means an Advertising Campaign in which payment for services is made for useful actions carried out with the placed Advertisement.

1.12. “**Service**” means a software and hardware complex owned by the Company that sends and receives publication information from a User when creating advertising announcements and recording of fulfillment of mutual obligations by the Parties.

1.13. “**User Account**”, “**Account**”, or “**Personal Account**” means a set of data about the User stored in the Service, necessary for his authentication (recognition), as well as a web interface provided to the User for using the Service and providing access to his personal data and settings. An account is created as a result of the User’s registration.

1.14. “**Publisher’s/Webmaster’s Remuneration**” means the funds which are paid to the Publisher/Webmaster for placing the Advertisement.

2. Subject Matter of the Agreement

2.1. Kadam provides You with the Service, which offers mechanisms and tools for conducting effective Advertising campaigns. Access to the Service and Kadam Website is provided by the domain name (address) kadam.net.

2.2. When You merely browse our Website as a Visitor, You may familiarize yourself with information publicly available on the Company’s Website. However, You will need to register an Account to get access to our services.

2.3. Once You signed up with the Service, You may access and use the tools offered via the Service, namely:

- Advertisers/DSP may use the Service’s tools for conducting Advertising campaigns or placing Advertisements;
- Publishers/webmasters/SSP may use the Service’s tools for offering ad space on their resources and placing Advertisements.

2.4. The Agreement can be changed by the Company without any prior notification. If changes are essential, we will make reasonable efforts to inform You in advance, but it is your responsibility to review this Agreement periodically for updates. The new version of the Agreement comes into force from the moment its posting on the Company’s website. If You disagree with any new provisions of the Agreement, You must stop using the Kadam website and Service immediately.

2.5. The Company reserves the right at its discretion to amend the scope of the services, discontinue, or temporarily suspend the Service, including for preventative maintenance work, as well as modify, adapt, improve, or enhance the Service at any time without a prior notice. Any updates or changes will be deemed part of the Services and subject to this Agreement.

3. Rights and Obligations of the Parties

3.1. The Company is entitled to:

3.1.1. establish and/or change the price of services unilaterally at its discretion by publishing a new price on the Service;

3.1.2. change the list of services or cease provision of Kadam services;

3.1.3. collect and organize data for statistics;

3.1.4. send e-mails and/or text messages to the User with information about the Service, the Company's services, advertising, etc.;

3.1.5. use the User's Advertisements, related content, and information for its own marketing or advertising purposes, if no objections to such use have been received from the User in accordance with Clause 13.2. of this Agreement. In case of receipt of the above objections the Company undertakes to stop such use within 5 (five) working days;

3.1.6. deduct the Advertiser's Advance Payment as a penalty for violating this Agreement in the cases established herein; and

3.1.7. send a warning to the User, as well as restrict or suspend their access to the Account, restrict or disallow their access to the Service, and take technical and legal measures to ensure that the User may not use the Service in the event of:

- i. obligations pursuant to a binding decision of regulatory authorities;
- ii. detection of the fact of violation by the User of the provisions of this Agreement and/or the requirements of the current legislation;
- iii. User's actions that have caused or may potentially cause damage to the Company's business reputation;
- iv. the cases set forth under clauses 4.14 through 4.19 of this Agreement.

3.1.8. request the documents confirming the legitimacy of placing Advertising and information content on the Websites.

3.2. The User is entitled to:

3.2.1. provide the Company with their wishes and/or suggestions for the improvement of the Service;

3.2.2. receive information about the Company in the volume determined by the Agreement and the current legislation of the Republic of Cyprus;

3.2.3. contact the Support team when necessary, as well as in cases specified in this Agreement; and

3.2.4. receive services and use the Service under the terms and conditions of this Agreement.

3.2.5. The Publisher has the right to use the referral service under the terms and conditions set forth in this Agreement to attract referrals through an affiliate link and receive as remuneration specified in the "Invite a Friend" section of the Publisher's personal account % of the income of the invited publishers.

3.3. The User is prohibited to:

3.3.1. upload, send, transmit, or, in any other way, post and/or distribute content that violates the requirements of Section 5 hereof;

3.3.2. violate the rights of third parties, including minors, and/or harm them in any form;

3.3.3. impersonate another person or representative of an organization and/or community without sufficient rights, including impersonating Kadam employees, forum moderators, the owner of the Website, as well as use any other forms and methods of illegal representation of others persons in the network, as well as misleading other Users or the Company about the properties and characteristics of any subject or object;

3.3.4. upload, send, transmit or in any other way post and/or distribute content in the absence of rights to do so under law or any contractual relationship;

3.3.5. upload, send, transmit or in any other way place and/or distribute advertising information without a legal basis, spam (including those engaging a search engine), lists of other people's of email addresses, financial pyramid schemes, multi-level (network) marketing (MLM); as well as the Service to participate in such activities; or use the Service solely to redirect the audience to the pages of other domains;

3.3.6. upload, send, transmit or in any other way post and/or distribute any material containing viruses or other computer code, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, to gain unauthorized access, as well as serial numbers to commercial software products and programs for their generation, logins, passwords, and other means for obtaining unauthorized access to paid resources on the Internet as well as placing links to the aforementioned information;

3.3.7. perform an unauthorized collection and storage of personal data of individuals;

3.3.8. disrupt the regular operation of the Service;

3.3.9. make public statements about their relationship with Kadam without the prior written consent of the Company;

3.3.10. significantly change the cost per action in Advertising campaigns of the KSA model from the initially established price and/or disable the transfer of conversions to the Company's statistics. In case of violation of this rule, the Service has the right to block the User's Account and deduct funds from the User's Personal Account in favour of the Service as a one-time penalty.

3.3.11. when using the affiliate link referral service specified in clause 3.2.5 of this Agreement, Publishers are prohibited to:

- place referral links in social networks, messengers, video hosting for mass attraction without prior written consent of the Company;
- bring blogspots
- make a referral link to a User's second account
- bring bot traffic

In case of violation of this rule, the Service has the right to block the User's Account and deduct funds from the User's Personal Account in favour of the Service as a one-time penalty.

3.3.12. The User is obliged to provide the documents specified in Clause 3.1.8 herein within five (5) working days from the moment of receiving the request from the Company.

4. Account

Account registration

4.1. In order to use the Service, You must complete a registration procedure, which automatically creates a unique Account. User registration is free and voluntary.

4.2. Registration is possible only by identifying in the mandatory field your consent to accept all terms and conditions of this Agreement.

4.3. Registration is possible if the User has technical capability to access the Internet to receive the service online

4.4. When registering, the User is obliged to provide accurate and up-to-date information to form an Account, including login, e-mail address, password unique for each User.

4.5. The Company reserves the right to disallow the use of certain logins, as well as set the requirements for the login and password (i.e., length, allowed characters, etc.). The Company reserves the right to change the registration form fields and require the User to provide additional information. The User is obliged to keep the information he provides to the Company up-to-date.

4.6. The Company reserves the right at any time to require the User to confirm the information provided during registration, and to request, in this regard, supporting documents (in particular, identity documents), the failure to provide which, at the discretion of Kadam, may be equated to the provision of false information and entail the consequences provided for in Clause 4.14 hereof. If the User's data specified in the submitted documents do not correspond to the data specified during registration as well in the case when data specified during registration do not allow to identify the User, the Company has the right, at its discretion, to require the provision of identity

documents, to deny the User access to the Account and use of the Service, to block or delete the User's Account.

4.7. The User is independently responsible for the security (resistance to guessing) of the means chosen by the User to access the Account, as well as independently ensures their confidentiality. The User is solely responsible for all actions (and their consequences) within the framework of or using the Service under the User Account, including cases when the User voluntarily transfers data for access to the User Account to third parties on any terms (including under contracts or agreements). In this case, all actions within the framework of or using the Service under the User's Account are considered to be performed by the User, except for the cases when the User, in accordance with the procedure stipulated in Clause 4.8 of this Agreement, has notified the Company of unauthorized access to his Account and/or any violation (suspected violation) of the confidentiality of his means of access to the Account (password or two-factor authentication).

4.8. The User must immediately notify the Company of any unauthorized access (i.e., not authorized by the User) to the User Account and/or any violation (suspected violation) of the confidentiality of his means of access to the Account. For security reasons, the User must perform a secure shutdown of his Account (using the "Exit" button) at the end of each use of the Service. The Company is not liable for possible data loss or damage or any other consequences that may occur due to a violation of the Agreement by the User.

4.9. By accepting this Agreement, the User confirms that:

4.9.1. The User is not subject to any applicable sanctions and is not owned or controlled by any parties subject to any applicable sanctions (including but not limited to: EU, US and Cyprus sanctions).

4.9.2. The Company's performance of this Agreement will not cause the Company to violate any applicable sanctions and/or export control laws and regulations.

4.9.3. Damages caused by the User's provision of false information regarding the assurances specified in Clauses 4.9.1 and 4.9.2 will be reimbursed by the User in full in a pre-trial, acceptance-free manner within 15 (fifteen) business days of the User's receipt of a demand for payment from the Company.

4.9.4. If the User or any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliates are included in the sanctions lists of the EU, USA, as well as other countries, the User will notify the Company in writing within 3 (three) calendar days.

Blocking and Deleting Account

4.10. The Company reserves the right to block or delete a User Account, as well as access using any Account to certain services of the Company or features of the Service, and remove any content in case of non-compliance or incomplete compliance

by the User with the terms and conditions of the Agreement, applicable law or at the request of authorized bodies and organizations.

4.11. If the User provides incomplete or unreliable information, or the Company has reason to believe that the information provided by the User is incomplete or unreliable, the Company reserves the right at its discretion to block or delete the User Account and refuse to allow the User to use the Service (or its individual functions).

4.12. The User is prohibited to create two or more Accounts. If it is discovered that two or more Accounts of the same User have been created, such Accounts may be blocked or deleted at the discretion of the Company.

4.13. The User Account may be blocked without notice if the User Account is inactive (no active Advertising campaigns, no Advance Payments, no connected Traffic Sources) for more than 180 (one hundred eighty) consecutive calendar days. The Company reserves the right to reset the User's balance, by writing off the cash balance. In this case, the Account and its balance may be restored upon the User's request to support@kadam.net.

4.14. Blocking and deletion are performed in the following order:

4.14.1. The Account is blocked for 1 (one) month, during which the User's access to the Account becomes impossible, and the content and Advertising posted using such Account may be deleted.

4.14.2. The User may contact the Company with justified objections and request to unblock the Account within 30 (thirty) calendar days from the date of blocking.

4.14.3. If the Account is restored within the period specified in Clause 4.14.2., access to the Account for the User will be restored, but the content posted through it may not be recovered.

4.14.4. If the User Account is not restored within 30 (thirty) calendar days from the date of blocking, all content and Advertising posted through this Account will be deleted, and the login will be available for use by other Users. From that moment on the Account, any information related to it, refund of Advance Payment or payment of the fee, as well as access to the Service using this Account cannot be restored.

4.15. The User reserves the right to unilaterally terminate cooperation at any time and delete his Account, provided that there is no debt owed to the Company.

5. Rules for Publishing Advertisements and Conducting Ad campaigns

Requirements and Restrictions

5.1. The Users are responsible for compliance with the content provided for running Advertising Campaigns or the content of their Websites, as applicable, in accordance with the requirements of the current laws of the Republic of Cyprus, the state of the

Website hosting, and the state(s) where the potential Website Audience may reside. The User is also responsible for third parties if the User's publication of any content violates the right and legitimate interests of third parties, including copyright, moral rights, and other intellectual rights of third parties, and/or encroaches on their property, including, but not limited to, the prohibitions set forth in Sections 5.4 and 5.5 of this Agreement.

5.2. THE COMPANY DOES NOT CONTROL THE ADVERTISING MATERIAL POSTED, AS FILTERING OR OTHER METHODS OF PREMODELING OF ADVERTISING CAMPAIGN WOULD RESULT IN TOO GREAT A LOSS OF COMPANY RESOURCES, WHICH WOULD MAKE THE OPERATION OF THE SERVICE UNREASONABLY COSTLY. THE COMPANY ACTS AS ISP WITHIN THE MEANING OF THE COMMUNICATIONS DECENCY ACT (CDA) (USA).

5.3. The User acknowledges and agrees that the technology of the Service operation may require copying (reproducing) of the User's content, as well as processing by the Company to meet the technical requirements of a particular Internet resource and/or its functions. Such use of the content shall not be considered an infringement of intellectual property rights.

5.4. It is prohibited to publish/run Advertising Campaigns with the content that:

- **is illegal, malicious, defamatory;**
- **offends morals or take advantage of fear or superstition;**
- **maliciously exploits a person's credibility and lack of experience or knowledge;**
- **shows (or constitutes propaganda for) violence and cruelty, criminal and terrorist acts, disfigured bodies, mutilation, death, disease, unaesthetic and disgusting images;**
- **violates intellectual property rights;**
- **promotes hatred and/or discrimination against people based on race, ethnicity, gender, religion, social status, eye color, age, property status, national or social origin, etc.;**
- **contains insults to any person or organization, denigrate, censure or ridicule another person, their activities, name (company), goods or services, trademarks;**
- **uses the name, surname, company name, or other identification designation (including trademark) of another entrepreneur without their consent;**
- **contains elements of child pornography, zoophilia, or any illegal actions of a sexual nature;**
- **Incite to exploitation or pose a threat to minors;**
- **promotes illegal activities;**
- **advertises torrents and P2P file-exchanges;**
- **explains the procedure for manufacturing, consuming, or otherwise using narcotic substances or their analogs;**
- **offers promoting guns and/or explosives or other weapons;**
- **advertises and promotes illegal drugs;**

- **advertises materials related to human trafficking and promotion or the sale of human tissue;**
- **contains malware, phishing, or spam;**
- **contains or facilitates any fraudulent advertising practices or fraudulent misrepresentation of products and services;**
- **contains any form of extortion, which includes unlawfully obtaining or retaining title, assets, services, or any other assignment of rights through threats, intimidation, or coercion.**
- **contains opinions and positions of celebrities that are not endorsed by them, and depicts, uses, or otherwise refers to any individual (whether as a private person or as a public official) or their property without that person's consent ;**
- **contains hate speech, including but not limited to, discriminatory or offensive language based on race, ethnicity, religion or gender, or other obscene language (including the "F-word);**
- **advertises counterfeit goods or hazardous goods and services (which may cause harm to health and material or other damage);**
- **contains fake consumer reviews and their imitation;**
- **misleads the User (for example, material claiming or promising that a visitor to the Website has won or will win a promotion, raffle, etc.) or imitates the interface of any applications, system notifications, software, etc. (including buttons such as "close" and "download"), which could be misleading;**
- **reproduces the text, slogan, visual image, sound, and other special effects of another advertiser's advertisement without the advertiser's consent, or otherwise engage in activities that may cause ambiguity or misleading information about the advertiser, advertised goods or services;**
- **promotes propaganda related to violent acts, opposition to political regimes or content that advocates violence, encourages, or calls for the overthrow of legitimate authorities, or endorses illegal activities;**
- **promotes any form of propaganda, content or activities that encourage or support extremism, terrorism, or banditry. This includes the dissemination of materials, messages, or actions advocating violence, hatred, or support for extremist or terrorist organizations;**
- **contains contact information (telephone numbers, contact details of messaging or IP-telephony services, website addresses, QR codes, barcodes) in text, title and image;**
- **advertises websites that force a visitor to fraudulently pay for any services and/or Internet resources that aim to receive paid SMS from visitors (MT subscriptions), as well as websites containing malicious software or whose purpose is to deceive visitors (for example, offering file downloads, browser updates, pseudo-antivirus programs, offering "prizes" from well-known Internet resources and other fake websites);**
- **auto-downloads software or any other files or auto-downloads is prohibited;**

- promotes malicious software that is installed without properly obtaining consent from the user;
- advertises content for misinformation or fake information, including, but not limited to, misinformation or fake information regarding COVID-19 coronavirus infection;
- promotes misuse of materials belonging to authorities, public companies/ institutions/ corporations and top officials of states for advertising purposes: insult to honor and dignity, as well as attracting to illegal and pirated content;
- misuse of public figures in advertising campaigns or reference to them in advertising: uses high-ranking government officials, presidents and prime ministers, in advertising campaigns is strictly prohibited;
- restrictions on references to public institutions and their symbols: it is strictly prohibited to refer to public institutions, to use their signs or to use public symbols in their unchanged form. These restrictions apply to both creatives and landing pages respectively.

5.5. If there are no express prohibitions by a competent government authority (laws/by-laws and other) and subject to all necessary conditions, it is permitted to publish/launch Advertising campaigns containing materials:

- advertising alcohol, tobacco products, e-cigarettes, and vaping products;
- advertising cryptocurrency, mining, and ICOs;
- containing texts, images, audio and video content with erotic connotations (ambiguous content), including images of sensual poses, as well as advertising adult content, including entertainment and goods of a sexual nature, if it is noted in the Advertising Campaign that it contains such content;
- advertising (or promotion) of services of a sexual nature (including those disguised as other services), “mail-order brides”, dating services that promote sexual contact or other content containing adult elements;
- containing elements (or promotes) of pornography or other adult-related content;
- advertising prescription drugs, online pharmacies;
- offering financial services, including mortgage products and short-term and payday loans;
- advertising high-risk investments and financial products;
- containing gambling, lotteries or contests and gaming e-commerce;
- promoting certain political views, including political Advertising campaigns;
- containing religious content;
- advertising self-improvement products and services, products, weight loss products and services, nutrition, brain enhancement, hair enhancement, improving vision, medical products;
- offering downloadable software, subscription services, or add-ons with automatic updates;

- **Contains special categories of personal data referred to in Article 9(1) of the [GDPR \(Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).**

5.6. The Company reserves the right, at its discretion, deny the User the permission to publish and/or distribute the content specified in Clause 5.5., and/or delete such content from the Service without providing justification.

5.7. Warning against Phishing, Malware, and Malicious Domains: alerts related to phishing attempts, malware, and other malicious domains issued by prominent security systems and antivirus software will result in immediate actions, including the potential suspension of the domain within our system or the prohibition of such offerings altogether.

Traffic Source Requirements

5.8. Traffic Source Owners are prohibited from connecting to the Traffic Sources of Websites whose content contains prohibited content that violates provisions of this Agreement. The Company disclaims any liability for Traffic Source Owners' actions that violate this obligation or any current legislation provisions.

5.9. The Company reserves the right to request data about the Traffic Source.

5.10. The Traffic Source Owner is responsible for ensuring that the advertising or informational content published and/or displayed on the Website(s) comply with the legislation of the Republic of Cyprus, as well as the state of hosting the website and the state(s) of residence of the audience of such Internet resource.

Terms of Cooperation

5.11. You understand and acknowledge that the Company imposes requirements on the Websites to enable cooperation available [here](#).

5.12. Advertiser agrees to adhere to the highest ethical and commercial standards and will use all reasonable efforts to encourage direct advertisers to refrain from promoting illegal or prohibited advertising that violates applicable laws, regulations and the User Agreement. Advertiser also agrees not to engage in fraudulent activities, including bogus downloads or installs, automatic and/or fraudulent clicks on marketing materials, and prohibiting spam or other electronic communications, in accordance with the User Agreement.

5.13. Advertiser agrees not to directly approach advertising distributors in Publisher's advertising network for the purpose of acquiring advertising space and not to engage in practices that directly compete with Company 's efforts to represent distributor advertising space.

5.14. The Company is not liable for actions of parties that interact with the Advertiser's Advertisements and is not liable for fraudulent clicks or other misconduct on Publishers' resources that affects the cost of displaying advertisements.

5.15. The Company may block and prevent any Advertisement through the Service at its sole discretion and without providing justification. The Advertiser reserves the right to contact the Support Team at support@kadam.net if in case of disagreement with such action.

5.16. Upon request by the Company, the Advertiser shall be obliged to provide additional necessary information to launch an Advertising Campaign and/or Advertisement no later than 48 hours after the request is made. Failure to provide the required information/data may result in the Advertisement and/or Advertising Campaign being blocked.

5.17. The Advertiser may cancel an Advertising Campaign through the Service at any time, bearing in mind that it may take up to 48 hours to stop the publication of the Advertisement. In this regard, the Advertiser is responsible for payment for such Advertising campaigns.

5.18. If the Advertiser places Advertisements on behalf of a third party, he guarantees that he is an authorized representative of the owner of said advertising content. The Advertiser is liable for the publication of such content. The Company may request the documents confirming the authority of the Advertiser to publish advertisements on behalf of a third party. Such documents must be provided to the Company no later than 48 hours after the request is made.

5.19. The following advertising practices are prohibited:

- **adding more than one absolutely identical Advertisement;**
- **adding more than 3 (three) Advertisements with identical images;**
- **creating more than one Advertising Campaign of the same format and/or subject;**
- **frequently adding/removing the same type of Advertisement (content of the same subject matter);**
- **uploading more than 20 Advertisements within one Advertising campaign;**
- **publishing (in one Advertising campaign) Advertisements showcasing or leading to websites or pages of websites with different products/services or Advertisements that showcase the same product but have a different semantic character and lead to different pages of Internet resources or different websites;**
- **transferring advertising content between KSA campaigns;**
- **changing the hyperlink to an advertised Website or the content of an advertised Website page (using a redirect, iframe) after passing moderation;**
- **fraudulent traffic spoofing, which includes but not limited to, by:**

- **overclicking on the Advertisement placed on the Website connected to the Traffic Source;**
- **artificially manipulating the number of impressions and/or clicks through a Traffic Source;**
- **making registrations or other useful paid actions for the owners of the Websites connected to the Traffic Source or third parties in order to increase their income and/or the income of any party.**
- **making any modifications to the Service code and tools provided in connection with the use of the Service and the connection of Traffic Source to the Service;**
- **installing a javascript or postback link to a redirect button (for example, from landing to landing) in KSA Advertising campaigns;**
- **using landing pages that require a visitor to confirm the action more than once to close;**
- **setting targeting for underage when displaying restricted content (Clause 5.5. of the Agreement);**
- **installing of broken links and/or buttons;**
- **using sound effects in Advertisements;**
- **setting animation exceeding 30 seconds or contains excessive flashing or shaking pictures and using images with a high framerate/color change (“aggressive” animation) or images that do not fit the size of the area on the Website where the Advertisement is to be placed (with empty areas);**
- **using flash cookies.**

5.20. Advertisers who are owners of offers are prohibited from changing the link to the advertised page of the Website and its content. If necessary, the Advertiser should contact the Support Team at support@kadam.net or his personal manager.

5.21. When Advertising goods/services that are required to be licensed/certified or subject to governmental approval, the Advertiser must provide such document to the Support Team at support@kadam.net before starting the Advertising Campaign/Advertising.

5.22. Targeting by age, gender, and interests of the visitor is determined by machine learning algorithms based on public data on the traffic of the Websites, therefore, the accuracy of these settings cannot guarantee an absolutely direct hit to the selected Target Audience. Services are provided on an “as is” basis. The Company does not guarantee that the services will meet the purposes and expectations of Users or any other persons. At the same time, the Company shall not be liable if the User uses the functionality of the Service to provide restricted Advertisements (Clause 5.5 of this Agreement) to minors. The Company is also not responsible if the content intended for adults is mistakenly targeted to minors.

5.23. The Company reserves the right to determine the format in which Advertisements may be uploaded and allowable file size that may be uploaded. If the file size exceeds the allowable size or the file format does not correspond to the technical capabilities of the Service, the Advertiser will not be able to upload such files.

5.24. The Publisher/Webmaster/SSP has the right to place Advertisements on its own Website (e.g. in case of buying a block space on another website) only after Kadam's approval in response to its request to the support service support@kadam.net.

Kadam Retargeting Pixel

5.25. Kadam's service offering includes a retargeting pixel ("pixel") provided and maintained by Kadam CY Ltd. If You intend to use the retargeting service provided by Kadam, You must (i) include about the pixel or ad tag (JavaScript code that is used on the website to collect personal data and disclose it to the advertisers to run ads), purposes of its use, data collected through the pixel or ad tag and data subject's rights in relation thereto, (ii) incorporate independently or promote the operation of market-accepted solutions to GDPR-compliant opt-out mechanism to restrict the interest-based advertising, (iii) obtain a valid (GDPR-compliant) consent for retargeting and other purposes the pixel or ad tag is used for or ensure that such consent has been obtained.

5.26. The User assumes the responsibility for compliance with data protection laws as provided for in the applicable law. Where the pixel or respective ad tag is used, You must retain or obtain records of consent, including the text of the consent, the visitor's choice, and period for which the consent is deemed eligible. You must place the link to Kadam's privacy policy <https://www.kadam.net/en/privacy-policy> and enable the website visitors to review the consent or cookies management tool options to withdraw their consent at any time.

6. Websites and Third-party Content

6.1. The Service may contain hyperlinks to other Websites on the Internet (hereinafter "Third-Party Websites"). These third parties and their content are not verified for compliance with special requirements (reliability, completeness, legality, etc.) by the Company. The Company is not responsible for any information or content posted on Third-Party Websites to which the User is granted access when using the Service (including any opinions, endorsements, and/or statements expressed on the Third-Party Websites, advertising, etc.), as well as for the availability of such Websites or content and the consequences of User's use of such Websites.

6.2. An advertisement's content must match the content of the page to which the advertising link leads.

6.3. A hyperlink (in any form) to any Website, product, service, and commercial or non-commercial information placed through the Service does not imply an endorsement or recommendation of these products (services, activities) by the Company except when specifically indicated in the Service.

7. Terms of Connection and Cooperation

7.1. The Company reserves the right to terminate such cooperation at any time (without justification) due to violation(s) of this Agreement, extremely poor-quality traffic, and/or if such cooperation brings zero income.

7.2. The Company has the right to refuse to allow the use of the Service at any time without explanation if the User violates the requirements and block the Advertisement, Advertising Campaign, the Website, as well as the User's Account at its discretion.

7.3. If a dispute arises, the decision remains with the Company.

7.4. Cooperation may be refused without explanation.

8. Guarantees and Limitation of Liability

8.1. The User uses the Service at the User's own risk. The Service, all its content and software available on or through the Service provided "as-is" and "as available". The Company assumes no responsibility, including for the suitability of the Service for the User's purposes or meeting the User's specific expectations from the use of the Service.

8.2. The Company does not guarantee that:

- **the Service meets/will meet the User's requirements;**
- **the Service will be provided continuously, quickly, reliably, and without errors;**
- **the results that may be obtained using the Service will be accurate and reliable and may be used for any purpose or in any capacity (for example, to establish and/or confirm any facts);**
- **the results of using the Service will meet the User's expectations in terms of conversions of Advertising campaigns or Rewards;**
- **the quality of any product, service, information, etc., received while using the Service will meet the User's expectations.**

8.3. Any information and/or content (including downloadable software, letters, any instructions and guides to action, etc.) which the User accesses to while using the Service, the User uses at his own risk, and is solely responsible for the possible consequences of the use of this information and/or content, including for damage that may cause to the software and/or hardware of the User or third parties, for loss of data and any other harm.

8.4. The Company reserves the right to investigate and sanction any fraud or other breach of this Agreement, or any fraudulent activity carried out for the purpose of defrauding the Company and increasing earnings from the Service.

8.4.1. The term "fraud or other fraudulent actions" specified in clause 8.4 of this Agreement shall mean, among other things, the following actions committed by the

User who is either the owner of the Websites or is in collusion with the owner of the Websites:

- interaction of unauthorized users of the Websites with Advertisements, including Users registered in violation of the rules of such Websites;
- uploading of Advertisements on the Service by the Websites or third parties for the benefit of the owners of the Websites, provided that such Advertisements mislead the expectations of the Visitors of the Websites regarding the prize provided to him, a message or other call to go to the Advertiser's Website or to the Website in order to derive any benefit, make an appointment or immediately obtain another useful result;
- using networks of end systems with access to software that executes automated scripts at the request of the Websites or a third party (including a botnet), installed on such end systems or configured through such end systems;
- deliberate misrepresentation of click-through rates, visits and other interactions with Advertisements on the Websites;
- interaction of end systems with IP addresses observed to be used in botnets, fraud and other violations of this Agreement with Advertising on the Websites;
- use of proxy networks or VPNs by users of the Websites in large quantities at the Company's discretion;
- absence of any activity on the Advertiser's Website, provided that, at the Company's discretion, the volume of traffic attracted by the Advertisement should have caused such activity.

8.5. In case the Company discovers the fact of fraud or other violation of this Agreement as well as the implementation of fraudulent activities, including those aimed at deceiving the Company to increase earnings through the Service, the Company reserves the right, at its own discretion, to block the Advertising Campaign/Advertising, the Website and/or User's Account without prior notice. Blocking and subsequent deletion of the Account is carried out in accordance with Clause 4.14. of the Agreement.

The User loses the right to refund the Advance Payment or to receive the Publisher's fee. The Company has the right to write-off the funds from the User's balance in his Account (hereinafter also referred to as "User's Balance" or "Balance") as a one-time penalty for violation of the terms of this Agreement. The debiting of funds is carried out immediately after the Account is blocked. Claims and objections of the User may be sent to the Company by e-mail to support@kadam.net within 30 (thirty) calendar days from the moment the Account and/or the Advertising Campaign/Advertising is blocked.

8.6. In case of detection of any fraudulent attempts or suspicion of fraudulent operations when working with the Website kadam.net, which are related to online deposit of Advance funds by the Advertiser or payment of the Publisher's fee, the Company reserves the right to block the User's Account at any time and request the documents necessary to clarify the circumstances. In case of establishing the fact, the

Company reserves the right to write off funds from the User's Balance in favour of the Service as a one-time penalty and report such fraud to law enforcement agencies, banking institutions and other organizations interested in fraud prevention.

8.7. The Company, its affiliates, subsidiaries, service providers, licensors, officers, directors or employees shall not be liable for any indirect, general, incidental, special, consequential or other losses or damages, including, but not limited to, lost profits, goodwill, loss of business, legal costs or any other damages arising out of the User's use of the Service or individual parts/functions.

8.8. Compensation for damages

You access the Company Website and use the Service at your own risk and sole responsibility. You agree to fully indemnify, defend and hold the Kadam and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers and employees harmless from any claim, demand or liability, including reasonable attorneys' fees, arising out of your use of the Website, Account and Service or any violation of this Agreement or applicable law.

8.9. The Company is not responsible if the User or Visitor violates the legislation on the elimination of money laundering and the financing of terrorism.

8.10. If an Advertisement violates a third party's copyright, You can notify the Company of such a violation by sending an email to support@kadam.net.

The notification of copyright infringement should contain:

- **the physical or electronic signature of the party authorized to act on behalf of the copyright owner whose rights have been violated;**
- **an indication of the specific object for which the copyright was violated or all such objects in one list;**
- **a reference to the content considered to have infringed on or violated the copyright, for which access should be limited, as well as sufficient information to establish the location of this content on the service provider;**
- **sufficient contact information for the ISP to contact the complainant: address, telephone number, and, if available, e-mail;**
- **assurance that this party has substantial grounds for suspicion that the disputed content was used or published without the appropriate permission from the right holder, his representative, or the law;**
- **assurance that the information provided is accurate and that the complainant has the authority to act on behalf of the owner of the violated copyright.**

9. Financial Relationship

9.1. The terms of payment with the Company depend on the User's role:

9.1.1. The Advertiser understands and agrees that:

- i. The Advertiser pays for the Company's services by making an Advance Payment, which is displayed in the User's Balance in his Account and using the payment methods available in the Account or on the basis of an invoice issued by the Company, in which the currency of payment is fixed.
- ii. By accepting the terms and conditions of this Agreement, the User guarantees that the financial means spent on payments for services provided by Kadam are completely legal and that their source of origin does not contradict the law of the Republic of Cyprus on the elimination of the legalization of funds obtained by criminal means and the financing of terrorism.
- iii. Advance Payment is gradually deducted as payment for the Company's services and is displayed in the Advertiser's Personal Account as funds deducted for clicks on Advertisements or conversions. The publication price may be changed by the Company by changing the minimum bid per click/impression/another conversion.
- iv. The amount of funds deducted depends on the bid established individually by each Advertiser for each Advertising campaign/Advertisement.
- v. A full or partial refund of the Advance Payment may be made to the Advertiser as follows:
 - a. Refunds can be initiated through the ticket system in the Advertiser's Account or based on a written request with justifications sent to support@kadam.net, providing that the request contains justifications on the quality of the services provided and after submitting all documents requested by the Company.
 - b. Refunds are made using the same payment method that was used to make the Advance Payment. In the event that an Advertiser has made an Advance Payment on the basis of an invoice, a refund can be made after the Company receives all necessary financial details for the Advertiser to allow the Company to carry out such a refund.
 - c. The Company is not obliged to refund the money unless the Advertiser has provided justifications for the poor quality of services provided.
 - d. A commission fee may be retained when refunding an Advance Payment. The amount of commission is determined based on the payment method with which the Advance Payment was made. The Company does not compensate this commission and therefore is not liable if the Advance Payment amount is refunded to the Advertiser with the commission deducted.
- vi. If the Advertiser's conversion notifications are improperly configured, the Advertiser shall provide full non-refundable payment for incorrect conversions.
- vii. The Company strives to comply with the established limits for the automatic deduction of funds from the Advertiser's balance. However, it is possible that excess deductions may be made. The indicators for exceeded limits depend on the settings of the Advertising Campaign and the established cost per click/impression/conversion. In the event that the established limit for the

- Advertising Campaign is exceeded, the clicks/impressions/conversions received after such excess shall be paid by the Advertiser.
- viii. Documents of acceptance and transfer of services shall be provided to the Advertiser upon its request, which shall be sent via the ticket system in the Advertiser's Account or by e-mail to the responsible manager or to support@kadam.net.
 - ix. Services are considered properly and duly provided if they are properly rendered by the Company and accepted by the Advertiser, and if the Advertiser has not provided a written justification for the poor quality of services provided to support@adv.kadam.net no later than 14 (fourteen) days from the date of payment. All comments (or claims) sent after that date will not be considered by the Company.
 - x. The Company reserves the right to add, at its discretion, bonus funds to the User's account free of charge. Bonus funds do not have a real cash equivalent outside the Service. As such, they may only be used to pay for services within the Service.
 - xi. The Advertiser shall independently set Advertising Campaign options including, but not limited to, the budget of an Advertising campaign, its timelines and execution dates, regionality criteria and other. Services are to be provided within the period specified in the settings of the Advertising campaign. The result of the services is the placement of the Advertisement according to the settings specified in the Advertising campaign.
 - xii. The Advertiser must notify the Company 24 hours prior to suspension or termination of the Advertising campaign; otherwise, the Advertiser must make full payment for all services. Upon termination or expiration of the Agreement, Advertiser must immediately pay all outstanding debts.
 - xiii. All data regarding the placement of advertising materials for billing and payment purposes is based on the Company's reporting system.
 - xiv. When third parties make a payment for the User, the Company may accept such payment only if there is information about the received payment, from which it is clearly understood for whom, for what services, for which period the payment was made. Payment for the User by a third party is considered to be received at the moment when the Company has unambiguously identified the received funds.
 - xv. If the Company cannot unambiguously identify the money received from a third party for the User, it has the right to request the User and/or the third party to provide all necessary information about the payment, and the User/third party undertakes to provide such information as soon as possible.

9.1.2. The Publisher/Webmaster understands and agrees that:

- i. The Company pays the Remuneration for placing the Advertisement on the User's Website in the amount provided at the appropriate page of the Company Website, taking into account all factors affecting the assessment of the cost of placing a particular Advertising.

- ii. Payment of the Remuneration to the Publisher/Webmaster is made once a week on Thursdays. The Publisher/Webmaster independently selects the desired method of payment of the Remuneration in the Account. The amount of the Remuneration depends on the rate set individually in each Advertising campaign/Advertisement or payment of Remuneration is made on the basis of statistical data in the office of the Publisher/Webmaster, where his income is recorded.
- iii. If the Publisher misconfigures the Website or the Advertisement while placing it, Kadam is not responsible for the loss of the Publisher's revenue.
- iv. The Publisher is obliged to provide, upon Kadam's request, the documents for acceptance and transfer of services provided, within 5 (five) days.
- v. The Publisher is obliged to pay all taxes and fees, which must be withheld from Remuneration in accordance with applicable law.
- vi. The minimum payment amount of the Publisher's Remuneration is indicated in his Personal account.
- vii. The Publisher shall give the Company a minimum of 24 hours notice in the event of suspension or termination of a traffic source. If there is no such notice, the publisher is obliged to return to the Company the payment for all services rendered.

9.1.3. SSP understands and agrees that:

SSP will be paid within thirty (30) business days from the date of the payment request in myAlpari or from the date of the invoice.

9.2. All commissions and fees related to the payment of the User's Remuneration are paid at the User's expense.

10. Intellectual Property Rights

10.1. The User acknowledges and agrees that the Service, its contents, and software are protected by copyright, trademarks, licenses, intellectual property laws, and any applicable laws of the Republic of Cyprus and other countries and/or international law.

10.2. The Company grants the User a personal, non-assignable, non-exclusive license to use the software provided to him by the Company as part of the Service. The User may not (and may not authorize anyone else to) copy, modify, and create similar works; reverse engineer technology; and decompile or otherwise attempt to extract the source code of the software or any part thereof. You agree that You will not reproduce, duplicate, copy, sell, exchange, or resell the software provided to him as part of the Service for any purpose and will not modify the Service for any purpose.

10.3. Unless the User has agreed otherwise in writing with the Company, the User may not use the Company's intellectual property objects (for example, logos, trade names, trademarks, and other trademark features, the content of my.kadam.net, etc.).

10.4. All objects available via the Service, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds, and other objects (hereinafter the "Service Content"), as well as any content published on the Service are the exclusive rights of the Company and, in some cases, of Users and other copyright holders.

10.5. The use of content, as well as any other element of services, is possible only within the functionality offered by the Service. No elements of the Service Content nor any content placed in the Service may be used in any other way without the prior permission of the copyright holder. "Use" here means, among other things, the reproduction, copying, processing, or distribution on any basis, etc. Exceptions are cases expressly provided for by the legislation of the Republic of Cyprus or the terms of use of any of the Company's services. The use by the User of the elements of the content of the Service, as well as any content for personal non-commercial use, is allowed provided that all the signs of copyright protection, related rights, trademarks, and other notifications of authorship, preserving the name (or pseudonym) of the author/name of the right holder in an unchanged form, preservation of the corresponding object in an unchanged form. The exceptions are cases expressly provided for by the legislation of the Republic of Cyprus or this Agreement.

10.6. The Company does not acquire the rights to the intellectual property contained in Advertising and does not grant licenses or transfer the rights to Advertising to third parties. If needed for the purpose of fulfilling the Company's obligations hereunder, the Advertiser grants to Company the worldwide, non-exclusive, royalty-free right and license to use and reproduce, copy, distribute and display the Advertisement and ad content that the Advertiser submits when using the Service.

The Company is not responsible for content contained in the Advertisement that infringes the intellectual property rights of third parties.

10.7. If the User shares any comments, suggestions or other feedback ("Feedback") on how to improve the Service or any part of it, the User grants the Company the unlimited right to use, disclose and otherwise exploit the Feedback at our discretion without any restriction or compensation to the User. If we accept Your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

11. Privacy Policy

11.1. You agree not to disclose the Company's confidential information without the prior written permission of the Company. The Company's confidential information includes but is not limited to:

- **all Company software, technologies, programs, specifications, content, instructions, and documentation;**
- **clickability or other Service statistics;**
- **any other written information that is marked by the Company as “Confidential” or similar.**

11.2. The Company restricts access to the personal information of the Users. All Service Users are required to comply with the Company's Privacy Policy published on the Website <https://www.kadam.net/en/privacy-policy>.

11.3. The Company does not collect, disclose, or use any personal data of individuals under the age of 16. If the Company is provided with any information that it is processing the personal data of individuals under the age of 16, the Company will immediately take steps to remove any personal information belonging to mentioned individuals.

12. DSA implementation

12.1. We are committed to adhering to all applicable obligations and requirements established by the [Digital Services Act](#), Regulation (EU) 2022/2065 (hereinafter, the “**DSA**”), specifically Articles 17 and 18, including but not limited to, removal of illegal content from our Website, providing a statement of reasons whenever We take action to remove or disable access to illegal content, notifying the relevant law enforcement or judicial authorities within the European Union when We become aware of any information giving rise to a suspicion that a serious criminal offense has been, is being, or is likely to be committed.

12.2. By using our services, You acknowledge and agree to Your commitment to comply with the DSA and to uphold the legal standards it establishes, *including online advertising transparency requirements imposed by the DSA*.

12.3. We are obligated to comply with orders of the relevant judicial or administrative authorities within the European Union under the DSA, specifically Articles 9 and 10. These orders may require us to remove or disable access to illegal content as defined under applicable EU and national laws and provide specific information about users of our services, including data necessary to identify and address illegal content or activities.

12.4. In order to ensure effective communication both with authorities and You, as required by the DSA, specifically Articles 11 and 12, we establish this point of contact for the DSA related matters: legal@kadam.net.

12.5. If You have reasonable grounds to believe that any content on our Website is illegal, we encourage You to notify us by sending an email to legal@kadam.net. To assist us in reviewing Your notice, please include the following information, as required under the DSA, specifically Article 16:

1. **Description of the Content:** Provide a clear and detailed description of the content You believe to be illegal.

2. **Precise Location:** Specify the exact location of the content on our Website, such as the URL or a direct link.
3. **Explanation:** Offer a brief explanation outlining why You believe the content is illegal, including any relevant legal references (if possible).
4. **Contact Information:** Provide Your contact details, including Your name and email address, for any necessary follow-up.

Good Faith Statement: Include a statement affirming that the information You have provided is accurate to the best of your knowledge and that you are acting in good faith.

13. Term and Termination

13.1. This Agreement will remain in full force and effect as long as the User or the Visitor continues to access the Website, use the Service and remain an active Account. You may terminate this Agreement by deleting your Account, provided that You are not in debt to the Company.

13.2. Each Party, with respect to any personal data provided by the other Party, shall:

(a) Strictly follow the other Party's instructions regarding the processing of such personal data under this Agreement. Adequate technical and organizational measures shall be taken to prevent unauthorized or unlawful processing of personal data, as well as accidental loss, destruction or damage of data.

(b) Comply with any reasonable requirements of the other Party to ensure compliance with the measures set out in this paragraph. If the receiving Party receives a request, complaint or correspondence from an individual, regulator or third party regarding the processing of Personal Data in connection with the Services provided, the receiving Party shall promptly notify the other Party.

Both Parties undertake to cooperate in good faith in resolving such matters.

14. Final Provisions

14.1. All possible disputes arising from the relationship governed by this Agreement are resolved in the manner prescribed by the legislation of the Republic of Cyprus. Everywhere in the text of this Agreement, unless expressly stated otherwise, the term "law" implies both the law of the Republic of Cyprus and the law of the location of the User.

14.2. If a dispute arises between You and Us, the goal of the Company is to provide the User with a neutral and cost-effective means to resolve the dispute quickly. A pre-trial claim procedure is mandatory – in the event of a dispute, we recommend that You first contact us at support@kadam.net to try to resolve Your problem directly with us. The deadline for processing a claim is 30 (thirty) calendar days.

Any dispute or claim relating in any way to access to Kadam's Website, use of the Account and/or Service, or otherwise arising out of or relating to this Agreement that

cannot be resolved directly between the User and the Company in pre-trial shall be resolved by the respective court of the Republic of Cyprus.

14.3. Nothing in the Agreement shall be construed as establishing between the User and the Company an agency, partnership, joint venture, personal employment, or any other relationship not expressly provided for by the Agreement between y.

14.4. If for any reason one or more of the provisions of this Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions of the Agreement shall not be affected.

14.5. The User may receive information on previously existing partnerships and affiliate programs of which he has been a member or continues to be a member by contacting the Support Team at support@kadam.net.

14.6. The Company's lack of action in the event of any User's violation of this Agreement does not deprive the Company of the right to take appropriate actions to protect its interests later, nor does it imply that the Company waives its rights in the event of similar subsequent violations.

14.7. This Agreement is an offer, does not require bilateral signing and is valid for the Parties in the form available at <https://www.kadam.net/en/terms-service>.

14.8. Should You have any questions concerning this Agreement, please contact us at support@kadam.net.