

Terms of Service for Advertising on RichAds

Last updated: 02 October 2024

These Terms of Service for Advertising on RichAds (the “Agreement”) constitute a legal agreement between the entity or individual (**the “Client” or “You” or “Your”**) and **Richads LTD**, a company incorporated and registered in Cyprus under registration number HE 412901, having its registered office address at Spyrou Kyprianou, 78, MAGNUM BUSINESS CENTER, Floor 3, 3076, Limassol, Cyprus (**“RichAds,” “We,” “Our,” or “Us”**), governing Your use of the Services, as defined herein.

By paying the invoice for the Services or otherwise using the Services, You agree to be bound by the terms of this Agreement.

RichAds may update the Agreement at its sole discretion. We will notify You of any changes by posting the updated Agreement on Our Website and revising the “Last Updated” date above. Changes are effective immediately upon posting, and it is Your responsibility to review the Agreement regularly. If You disagree with any modifications, You must discontinue use of the Services following the effective date. The latest version of the Agreement will supersede all prior versions.

1. Services

1.1. RichAds offers advertising and promotional services on the RichAds’ website <https://richads.com/> (the “Website”) and social media platforms as outlined in <https://richads.com/blog/wp-content/uploads/2024/08/Media-Kit-RichAds-blog-Youtube-EN.pdf> (the “Services”). Clients may request additional, customized solutions or packaged deals tailored to their advertising needs. Any custom terms will be subject to this Agreement.

1.2. The specific Services, including ad placement type and duration (including start and end dates), shall be agreed upon via email or other mutually accepted electronic communication channels (such as Telegram, Slack, etc.) and specified in the invoice. If any contradiction between this Agreement and invoice, the terms of the invoice shall prevail.

1.3. By making payment, You accept this Agreement and confirm the agreed advertising services and fees as set forth in the invoice.

1.4. RichAds reserves the right to reject any service request without providing a reason, as well as to suspend Services if (i) the Client fails to comply with the RichAds content guidelines; (ii) RichAds, in its sole discretion, determines that the continuation of the Services may harm its business reputation or violate legal or regulatory requirements.

1.5. Services provided under this Agreement are limited to those explicitly listed in the invoice. Any additional services or adjustments requested by the Client beyond the agreed scope will be subject to additional fees and separate written agreements.

2. Payment Terms

2.1. The cost of the Services depends on the advertising solution chosen by You and is outlined in the invoice. Fees may vary based on the type and duration of the Services. A preliminary estimate of the cost of the Services can be found at <https://richads.com/blog/wp-content/uploads/2024/08/Media-Kit-RichAds-blog-Youtube-EN.pdf> , and the final cost will be confirmed through negotiation with a RichAds manager before the commencement of any work.

2.2. Services are provided on a prepayment basis. You must pay the invoice within the time period specified in the invoice, otherwise the Services will not be provided. Payment is considered completed from the moment the money is credited to the RichAds account.

2.3. All payments must be made in the currency stated in the invoice.

2.4. Each Party is solely responsible for its own taxes, fees, and other levies.

2.5. The Client is responsible for any bank fees or payment processing costs associated with money transfers.

2.6. All payments made by the Client are non-refundable unless otherwise agreed in writing. Once Services commence, no refunds shall be issued for any portion of the work completed or partially completed by RichAds

3. Content Compliance

3.1. Advertising materials, including text, images, and links, must comply with RichAds' content guidelines and be pre-approved by RichAds.

3.2. You represents and warrants that the advertisement, its content, and the content of any website linked to by the advertisement: (i) are not defamatory, discriminatory, violent, or obscene; (ii) do not constitute false advertising or solicit unlawful behavior; (iii) do not infringe the intellectual property rights or other rights of any third party; and (iv) do not violate any applicable laws, including those where the target audience for the advertisement resides.

You are solely responsible for the accuracy, quality, and legality of any materials You provide to Us under this Agreement.

3.3. You shall defend, indemnify, and hold harmless the RichAds, its subsidiaries, affiliates, and each of their directors, officers, agents, contractors, partners, and employees from any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney's fees, arising from any third-party claim related to: (a) the content or subject matter of any advertising material or any linked website; or (b) any breach or violation of the representations, warranties, this Agreement, or any other mutual agreement between the Parties.

3.4. RichAds retains full editorial discretion over all content published on its Website and social media platforms. RichAds reserves the right, at its sole discretion, to (i) refuse publication of any advertising materials, (ii) request modifications to advertising materials, or (iii) independently make adjustments to advertising materials as deemed necessary.

4. Intellectual Property

4.1. By providing content, You grant RichAds a non-exclusive, royalty-free, worldwide license to display, distribute, and promote Your content on RichAds' Website and social media platforms.

4.2. You hereby grant RichAds a non-exclusive, royalty-free, worldwide license to use Your trademarks, logos, and other branding elements (the "Client Trademark") solely for performing the Services under this Agreement. This includes use of the Client Trademark in advertising materials, promotional content, website listings, case studies, and other media relevant to the Services.

4.3. RichAds retains all rights, title, and interest in and to the articles, videos, email newsletter and other materials, including but not limited to text, graphics, photos, designs, created by RichAds in the course of the Services provision, and all intellectual property and proprietary rights therein. The exception is advertising banners created by the Clients, intellectual property and proprietary rights to which remain with the Client.

4.4. The contents of RichAds' Website and social media platforms ("RichAds Content") are protected by copyright and other intellectual property laws under the Republic of Cyprus. Unauthorized use may violate these laws. You may not sell, modify, reproduce, distribute, create derivative works, or exploit RichAds Content for any public or commercial purposes. The use of the content on any other website or in a networked computer environment for any purpose is prohibited.

5. Warranteis. Limitation of Liability

5.1. RichAds makes no guarantees regarding the effectiveness or results of the Services, including but not limited to increased sales, brand recognition, or website traffic. The Services are provided 'as is' and 'as available,' without warranty of any kind, express or implied. RichAds will make commercially reasonable efforts to ensure the Website, social media platforms and related services operate smoothly. However, RichAds shall not be held liable for any interruptions, downtime, or technical issues that may limit access to Services or affect ad visibility, beyond its reasonable control.

5.2. RichAds shall not be liable for any indirect, incidental, special, or consequential damages arising from or related to the Services. The maximum aggregate liability of RichAds will not exceed the amount paid for the specific Service in dispute.

5.3. Neither Party shall be liable for failure to fulfill its obligations under this Agreement due to force majeure, including natural disasters, governmental actions, war, labor disputes, or other events beyond reasonable control.

6. Confidentiality

6.1. "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed in connection with this Agreement, identified as confidential or which, by its nature, should be regarded as confidential. Confidential Information excludes information that is (a) publicly known, (b) known prior to disclosure, (c) independently developed without reference to the Confidential Information, (d) lawfully obtained from a third party without confidentiality obligations, or (e) approved for release by the Disclosing Party.

6.2. The Receiving Party agrees to (a) use Confidential Information only for purposes necessary to fulfill obligations under this Agreement, (b) limit disclosure to permitted representatives as needed to exercise the Receiving Party's rights and obligations under this Agreement provided that its representatives are required to protect Confidential Information by measures at least as protective as those described herein, and that the Receiving Party is responsible for any disclosure by its representatives of Disclosing Party's Confidential Information, and (c) take reasonable security measures to protect Disclosing Party's Confidential Information including measures at least as protective as those it uses to protect its own Confidential Information of a similar nature. Obligations under this Section will remain in effect for three (3) years after termination.

6.3. Each party acknowledges that an actual or threatened breach of this Section of the Agreement may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, therefore Disclosing Party is entitled to seek injunctive relief, and such further relief as may be proper to prevent or mitigate a breach of this Section of the Agreement.

7. Term and Termination

7.1. This Agreement becomes effective upon Client payment of the invoice and remains valid for the agreed advertising period specified in the invoice (the "Term").

7.2. Either party may terminate this Agreement upon ten (10) days' written notice if the other party breaches a material provision and fails to remedy it within that time.

7.3. RichAds may terminate this Agreement for convenience, for any reason, with three (3) days' written notice to the Client (notice provided via agreed electronic communication methods shall be considered sufficient).

8. Governing Law and Dispute Resolution

8.1. This Agreement shall be governed by the laws of the Republic of Cyprus without regard to conflict of law principles.

8.2. Parties shall attempt to resolve disputes through negotiation. Any unresolved disputes shall be subject to the courts of the Republic of Cyprus.

9. Miscellaneous

9.1. **Entire Agreement:** This Agreement represents the entire understanding between the Parties and supersedes all prior agreements, whether written or oral.

9.2. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of the Agreement remain in full force and effect.

9.3. **Waiver:** The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the party granting the waiver.

9.4. **Assignment:** The Client may not assign rights or obligations without prior written consent. RichAds may assign this Agreement in connection with a merger, acquisition, or asset sale.

9.5. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, war, terrorism, labor disputes, or other events of force majeure.

9.6. **Communication:** Any notice, request, consent, or other communication required or permitted under this Agreement may be sent via email or other mutually agreed-upon electronic communication channels (e.g., Skype, Telegram). The Parties acknowledge the legal validity of documents and messages transmitted through these specified channels.

9.7. **Relationship:** Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Client and RichAds. Each party is an independent contractor in relation to the other.

9.8. **Personal data:** Each Party shall comply with its obligations under all applicable data protection laws in respect of the Services provided under this Agreement.

9.9. **Headings:** Headings are for reference only and do not affect interpretation.