Digital Services Act (DSA)
Policy

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RICHADS LTD ("RichAds", "we", "us" or "our") is an advertising network that qualifies as a provider of intermediary services within the meaning of Article 3(g) of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (the "Digital Services Act" or "DSA").

To comply with the DSA and to support a safe, transparent and trustworthy online advertising environment, we publish this Policy below. This Policy applies to all recipients of our services located or established in the European Union and forms an integral part of our Terms of Service.

1. CONTENT MODERATION

1.1 Advertisers must not use our services to submit, store, transmit or display any advertisement, creative, landing page or other material ("Content") that falls within any of the categories below. This applies whether the Content is illegal under applicable Union or Member State law ("Illegal Content") or is otherwise incompatible with this Policy and our Terms of Service:

(a) content that depicts, promotes or calls for the sexual exploitation or abuse of minors, or that otherwise endangers minors;

(b) content intended to recruit or lure potential victims of human trafficking, forced labour or sexual exploitation, including where disguised as legitimate employment, travel or other offers;

(c) pornographic, promotion of escort or sexual services, including where disguised as psychological support massage or other legitimate activities;

(d) promotion of high-risk investments, "get-rich-quick" schemes, pyramid or Ponzi schemes, and any fraudulent, deceptive or misleading offers, including phishing and scams;

(e) promotion of, or calls to use, narcotic drugs, psychotropic substances, their precursors or analogues, or so-called "digital drugs";

(f) promotion of online pharmacies and of prescription or other medicinal products, except food supplements lawfully marketed as such;

(g) promotion of, or calls to use, tobacco products, electronic cigarettes or other nicotine-containing products;

(h) promotion of weapons, ammunition, explosives or their components;

(j) content that promotes or facilitates the illicit trade in human organs, tissues or cells;

(k) content that encourages, glorifies or provides instructions for suicide, self-harm or self-mutilation;

(l) content that promotes a cult of violence or cruelty, or that incites violence, cruelty or dangerous acts capable of harming the health or safety of persons or damaging the property of the state, organisations or individuals;

(m) terrorist content within the meaning of Regulation (EU) 2021/784, and Content that promotes or glorifies criminal activity;

(n) content that offers services or tools designed primarily for unauthorised access to computer systems, networks or software, or that distributes malware;

(o) political advertising, including any Content that may reasonably be interpreted as political advertising or political propaganda;

(p) content that directly or indirectly violates, circumvents, promotes, supports or facilitates any breach of Sanctions Laws, including Content relating to persons, entities, goods, services, activities, transactions, jurisdictions or territories subject to restrictions under Sanctions Laws. "Sanctions Laws" means any economic, financial or trade sanctions, embargoes or restrictive measures imposed, administered or enforced by the European Union, its Member States, the United Nations, the United Kingdom or the United States.

1.2. Advertisers are solely responsible for the Content they submit, including creatives, landing pages and any content to which their advertisements link or redirect, and for ensuring that such Content and its distribution comply with applicable law, this Policy and our Terms of Service. Publishers are solely responsible for the information and third-party content published on their websites and other resources and for ensuring such information and content compliance with applicable law and our Publisher Agreement. Advertisers acknowledge that their advertisements may be displayed alongside such information and third-party content.

No action or inaction on our part, including without limitation, the absence of any objection to any Content, constitutes an endorsement of that Content or shall be deemed to confirm, in advance or otherwise, that it is lawful or compliant with this Policy, or operate as a waiver of any of our rights. We may take action against such Content at any time, including, without limitation, upon receipt of a notice or complaint.

1.3. In line with Article 8 of the DSA, we are under no general obligation to monitor the Content we store or transmit, or to actively seek facts or circumstances indicating illegal activity. However, we may carry out voluntary own-initiative checks to detect, identify and remove Illegal Content or Content that breaches this Policy, as permitted under Article 7 of the DSA.

We reserve the right, to the extent permitted by applicable law, to refuse, restrict, suspend or remove any Content that we reasonably believe constitutes Illegal Content or breaches this Policy.

1.4. Our own-initiative checks may be carried out a combination of automated tools and human review. Content flagged by automated systems, as well as notices and complaints, are reviewed by our team. We apply these measures in a diligent, objective and proportionate manner, with due regard to the fundamental rights of all parties, in accordance with Article 14(4) of the DSA.

1.5. Depending on the nature and severity of the violation, measures may include: rejection or removal of Content; restriction of its visibility or distribution; suspension or termination of campaigns; suspension or termination of the account; and suspension or withholding of payments. Where we apply such measures, we provide the affected recipient with a statement of reasons in accordance with Article 17 of the DSA, as described in Section 3.

2. NOTICE AND ACTION

2.1. Any individual or entity may notify us of specific items of information on our services that they consider to be Illegal Content by email to legal@richads.com.

legal@richads.com is also our single point of contact for all matters falling within the scope of the DSA, including for Member State authorities, the European Commission and the European Board for Digital Services (Article 11 DSA) and for recipients of the service (Article 12 DSA).

Communications with this point of contact are handled by our staff and not solely by automated tools. Notices and other communications may be submitted **in English or in Greek.**

2.2. The notices must contain the following information:

(a) A sufficiently substantiated explanation of why you consider the information to be Illegal Content, including, where possible, a reference to the applicable law;

(b) A clear indication of the exact electronic location of the information, such as the exact URL or URLs. Because advertisements may be displayed dynamically, please also provide, where available:

- a screenshot of the advertisement;
- the URL of the landing page;
- the website or mobile application where the advertisement was displayed;
- the date, time and country in which you saw it;
- any advertisement or campaign identifier.

(c) Your name and email address. These are not required if the notice concerns information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU (offences concerning the sexual abuse and sexual exploitation of children, and child sexual abuse material).

(d) A statement confirming your bona fide belief that the information and allegations contained in the notice are accurate and complete.

Notices that do not contain enough information for us to identify and assess the Content may not be actionable. In that case, we may ask you for additional information.

2.3. If your notice includes your electronic contact details, we will send you a confirmation of receipt within two (2) business days of receiving it.

2.4. We process all notices in a timely, diligent, non-arbitrary and objective manner. Each notice is assessed against applicable law and this Policy, and we may take any of the measures described in Section 3. Notices concerning Content that may pose a risk to the life, health or safety of persons, or that concern minors, are treated with priority. We do not use

automated means for the processing of notices or for decision-making in respect of them; all notices are reviewed and decided upon by our team.

2.5. Once we have reached a decision, we will notify you without undue delay, and in any event no later than ten (10) business days after we have confirmed receipt of your notice. The notification will explain the decision and the available means of redress. If we restrict the reported Content, the recipient who provided it will receive a statement of reasons in accordance with Section 3. Where strictly necessary, that statement may include the identity of the notifier, for example in cases of intellectual property infringement.

2.6. Where we become aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person has taken place, is taking place or is likely to take place, we will promptly inform the law enforcement or judicial authorities of the Member State or Member States concerned and provide all relevant information available, in accordance with Article 18 of the DSA.

3. RESTRICTIONS AND STATEMENT OF REASONS

3.1. Where we determine that Content is Illegal Content or is incompatible with this Policy or our Terms of Service, we may impose one or more of the following restrictions:

(a) restricting the visibility of specific items of Content, including removing it, disabling access to it, or demoting it;

(b) suspending, terminating or otherwise restricting monetary payments;

(c) suspending or terminating the provision of the service, in whole or in part;

(d) suspending or terminating the recipient's account.

3.2. When imposing any such restriction, regardless of how the Content was detected, we will provide the affected recipient with a clear and specific statement of reasons, at the latest when the restriction takes effect, provided that we have the recipient's electronic contact details.

3.3. The statement of reasons will be provided electronically via the personal account through which the recipient is registered on our website. Where the restriction consists of the termination of the recipient's account, or otherwise prevents the recipient from accessing the personal account, we will ensure that the recipient can still view the statement of reasons, or we will send it to the email address associated with the account.

3.4. We are not required to provide a statement of reasons where the Content concerned is deceptive high-volume commercial content, or where an order issued by a competent judicial or administrative authority under Article 9 of the DSA prevents us from doing so.

4. COMPLAINTS AND REDRESS

4.1. Any recipient affected by a decision taken under this Policy, and any individual or entity that submitted a notice under Section 2, may lodge a complaint against that decision within six (6) months of being informed of it, by email to legal@richads.com.

4.2. We handle complaints in a timely, non-discriminatory, diligent and non-arbitrary manner. Decisions on complaints are taken by our team and not by automated means. We will decide

on your complaint without undue delay, and in any event no later than thirty (30) calendar days after receiving it**.** Where a complaint contains sufficient grounds to consider that the decision was unfounded, we will reverse it without undue delay. We will inform the complainant of our reasoned decision and of the further redress options available.

4.3. Without prejudice to the above, recipients may refer the dispute to a certified out-of-court dispute settlement body, seek judicial redress before the competent courts, or lodge a complaint with the Digital Services Coordinator of the Republic of Cyprus or of the Member State where they are located or established, in accordance with Article 53 of the DSA.

5. ORDERS FROM AUTHORITIES

5.1. Upon receipt of an order from a competent national judicial or administrative authority to act against specific items of Illegal Content or to provide information about specific recipients, we will inform the issuing authority of the effect given to the order, specifying whether and when it was given effect, within the time limit specified in the order or, where no time limit is specified, without undue delay. We will inform the recipient concerned of the order received and the effect given to it, including the reasons, territorial scope and possibilities for redress, at the latest at the time when action is taken or information is provided, or at the time set by the issuing authority, in accordance with Articles 9 and 10 of the DSA.

6. TRANSPARENCY AND AMENDMENTS

6.1. We publish an annual transparency report on our content moderation activities in accordance with Article 15 of the DSA.

6.2. We reserve the right to amend, update or otherwise modify this Policy from time to time, at our sole discretion. Any amendments will become effective upon publication of the updated Policy on our website, unless otherwise specified. The date of the latest revision will be indicated at the beginning of the Policy. This Policy is governed by and construed in accordance with the laws of the Republic of Cyprus.