

PUBLISHER AGREEMENT

Last updated: January 01, 2025

1. General Terms.

1.1.	<p>This Publisher Agreement (the "Agreement") is made by and between you (the "Publisher", "you", "yours", etc.) and RICHADS LTD. a company duly incorporated and validly existing in accordance with the laws of the Republic of Cyprus under the registration number HE 412901 , having its registered office at 51, Griva Digeni, ATHINEON COURT Office: 202, Paphos 8047, Cyprus, email address hello@richoffers.co (the "Richads" or "Advertiser").</p> <p>BEFORE USING THE WEBSITE AND/OR REGISTERING ON THE PLATFORM, YOU SHALL READ THIS AGREEMENT CAREFULLY. BY CHECKING THE BOX AND CLICKING "I'VE READ AND ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.</p>
1.2.	<p>This Agreement incorporates by reference Privacy Policy as well as any other terms and conditions published on the website, which together with any insertion orders, invoices, exhibits, appendices, addenda or schedules hereto constitutes the entire agreement between the Publisher and Richads.</p>
1.3.	<p>Richads may modify the Agreement and/or any other terms and conditions published on the Website from time to time, in its sole and absolute discretion. Richads will notify the Publisher of any changes by posting the updated terms on the Website and will revise the "Last updated" date above. Any changes shall be incorporated by reference herein. It is the Publisher's responsibility to review the terms frequently and to remain informed of any changes to them. Richads may also provide the Publisher with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending the Publisher an email informing of the changes and/or by prominently posting notice of the changes on the Website. The Publisher's continued use of the website after such modifications have been published shall constitute Publisher's consent to the modified terms. If the Publisher does not agree with the changes and/or modifications, the Publisher shall not use the website after the effective date (last updated date) of the changes. The then-current versions of the terms will supersede all earlier versions.</p>

2. Commercial Details

2.1. Fee and payment terms	<p>CPC (cost-per-click). Cost per one click will be determined based on conditions agreed with advertisers via Software and will be available through Advertiser's Reporting System. Cost per click may differ depending on the advertisements and advertisers. The fee shall be paid to the Publisher within forty-five (45) days after the end of each calendar month of Services (NET45).</p>
2.2. Invoices	<p>The Publisher shall send to the Advertiser an invoice within five (5) calendar days after the end of the relevant calendar month. In any event, if the Publisher issues an invoice later than the 15th day of the month following the paid one, the Advertiser has the right to defer payment for up to 2 months from the date of such invoice. In case the Advertiser does not receive invoices from the Publisher or the payment amounts specified in the invoices were not agreed by the Publisher with the Advertiser, the latter shall not pay such amounts.</p>
2.3. Currency	<p>US Dollar.</p>
2.4. Services Period	<p>Services are provided during the term of this Agreement. Each Party may suspend the Services provision upon written notice sent to the other Party 48 hours before such suspension.</p>

3. Main Terms

3.1. Subject Matter of the Agreement	<p>The Publisher agrees to provide to the Advertiser the placement services ("Services") of third parties' advertisements on any website, application, content, property or any other media owned, used by the Publisher under license and/or operated by the Publisher ("Publisher's Property"). The requests for the placement of the advertisements will be made via an online-platform at https://publishers.richads.com/ ("Software") allowing delivery of such advertisements.</p>
3.2. The CPC calculation	<p>The fee for the Publisher's services is calculated on the CPC basis, where the CPC shall be calculated as the number of clicks on the advertisements provided by Advertiser (banner, link or the document) by the end-user of the Publisher's Property. The Parties will not consider clicks generated by Fraudulent Activity (as defined below) or other breach of Agreement by the Publisher (including direct or indirect deceit, activities contrary to the law).</p>

3.3. The Publisher's Fee calculation	The amount of the Publisher's Fee based on the data of an automated system for recording the activity of the URL provided by the Advertiser that shows statistics for clicks and/or impressions and, therefore, reflects the Publisher's Fee (" Advertiser's Reporting System ").
3.4. Confirmation of payment amount	The Publisher is responsible for checking the Advertiser's Reporting System on a daily basis. On the basis of the Advertiser's Reporting System data, the Publisher shall confirm with the Advertiser the amount to be paid for the relevant reporting period prior to the issuance of the invoice. If the Publisher believes that there is over 30% discrepancy between the Publisher's and Advertiser's Reporting Systems, the Publisher must provide the Advertiser with a reasoned report of such discrepancy within three (3) calendar days from the receipt of the Advertiser's reports. Otherwise, the Advertiser shall not be liable for such discrepancy, and the Publisher's Fee shall be calculated on the basis of the Advertiser's Reporting System. If the Parties are unable to arrive at a joint conclusion, then Advertiser's Reporting System data shall prevail.
3.5. Services Provision	The Services are provided via a special URL and materials provided by the Advertiser to be set up on the Publisher' Property independently by the Publisher in order to be able to provide the Services.
3.6. Advertisements content verification	The Publisher undertakes to check all the advertisements content received through the Software and, in case of suspected inappropriate content, urgently notify the Advertiser and ask for blocking the relevant supplier of the advertisements with inappropriate content.
3.7. Fraudulent activity	The Publisher acknowledges and agrees that any fraudulent activity, i.e., the one aimed at augmenting the number of end-users, is strictly prohibited or other violation of applicable laws. In case of suspected fraudulent activity, the Advertiser may reduce, withhold and/or deduct payment to the Publisher and/or terminate the Agreement, at the discretion of the Advertiser. The Advertiser may provide the proof of such fraudulent activity. The proof may contain the logs of clicks recorded on the Advertiser's side, screenshots from the Advertiser's Reporting System and other evidence the Advertiser may provide.
3.8. Taxes and other fees	Each Party has to be solely and separately responsible for its own taxes, fees, or other levies. The Publisher bears all payment costs in connection with bank transfers.
3.9. Publisher's Property	The Publisher guarantees that the Publisher's Property meets the following criteria: (a) they have specific content and not just lists of links or advertisements; nor shall the operation of the site be based solely on commercialization through the use of third-party suppliers of relevant material; (b) they are fully operational and do not contain sites or sections that are "in the process of being created/redesigned"; (c) they comply with applicable laws and do not violate data protection regulations.
3.10. Prohibited content	The Publisher guarantees that the content of the Publisher's Property or its affiliated properties does not include any material that infringes the rights of any third party or is in violation of any law, both in terms of applicable laws and in terms of provisions agreed by the Parties in their discretion. Prohibited content includes (not exclusively): (a) advertising, propaganda or calls for exploitation and abuse of minors; (b) advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior; (c) advertising of high-risk investments, quick enrichment schemes and financial pyramids; (d) advertising, propaganda or calls for illegal activity; (e) advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs; (f) information discrediting the honor, dignity or business reputation of individuals or organizations; (g) advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements); (h) pornographic materials, print media, images or other items of a pornographic nature; (i) magical services (works, services (activities) of hypnotists, psychics, fortune-tellers, spiritists, astrologers, sorcerers, soothsayers, other persons who declare themselves or are considered capable of predicting events, affecting people, the spiritual world, property, and the environment through the use of supernatural abilities or forces, and also training services for these activities; (j) advertising, propaganda or calls for using nicotine-containing substances and tobacco products; (k) advertising of weapons and explosives; (l) webcasts dating sites, web modeling; (m) a call to join religious groups and participate in religious ceremonies; (n) intentional self-harm, mutilation, suicide propaganda; (o) the spread of the illicit trade in human organs; (p) advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities; (q) advertising of goods and services against human rights and freedom recognized as an infringement of applicable laws; (r) information or publications containing promotion, propaganda of the cult of violence and cruelty; (s) information, publications that induce violence, cruelty, dangerous actions that could harm the health of individuals, property of the state, organizations or individuals or threaten their safety, and other actions that violate the law; (t) publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations; (u) criminal or terrorist publications; (v) mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs; (w) information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs; (x) other information, the distribution of which is prohibited by law.
3.11. Non-competition	The Publisher shall abstain from any activities aimed at competing with the Advertiser. In particular, the Publisher shall not place any advertisements attracted through the Software and the selection on alternative publishers or websites without written consent and approval of the

	Advertiser. However, nothing in this Agreement shall be construed as prohibiting the Publisher to enter into an agreement analogous or substantially similar to this Agreement.
3.12. Limitation of Liability	In no event shall the Advertiser be liable for any damages of any kind arising from the Publisher's use and operation of the Software, or display of any program creative on the Publisher's Property, including but not limited to broken images, special, indirect, incidental, punitive and consequential damages, even if the Advertiser has been advised of the possibility of such damages. The Software, advertisements and other advertiser materials are provided on an "as is" basis with no warranty. The Publisher uses the Software and at their own risk. To the maximum extent permitted by law, the Advertiser disclaims all representations and warranties of any kind, express or implied, with respect to the operation of the Software, the information, and content provided through the Software, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
3.13. Indemnity	The Publisher shall indemnify, defend and hold the Advertiser harmless from and against any and all claims, allegations, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of: (a) improper operation of the Publisher's programs; or (b) the content of the Publisher's Property; or (c) breach or violation of any clause of this Agreement or other mutual agreement of the Parties.
3.14. Force majeure	The Parties are exempt from liability for partial or entire failure to perform their obligations under the Agreement provided such failure resulted from circumstances of extraordinary nature namely floods, fires, earthquakes, volcanic eruptions, tsunamis, accidents of anthropogenic nature, national strikes, electrical outages, failure of internet service providers, riots, insurrection, war (or similar), explosions and other acts of God, restrictions related to payments, sanctions, restrictions imposed by state authorities or organizations.
3.15. Rights to the Software and to the advertisement materials (advertisements)	The Advertiser grants to the Publisher a non-exclusive, non-transferable, revocable right to use, copy, distribute and transmit the advertising materials and use the Software only in accordance with the terms and conditions of this Agreement. The Publisher shall not alter, modify, manipulate or create derivative works of the Software or any graphics, creative, copy or other materials owned by, or licensed to the Advertiser in any way. The license to the Software and sublicense to the advertising materials granted herein will immediately terminate if Publisher does not comply with its obligations under this Agreement. In the event of termination of the Agreement, the Publisher undertakes to return all the advertising materials and the Software, and destroy all copies within five (5) calendar days of termination of the Agreement.
3.16. Rights to the advertisement materials	The Publisher acknowledges and agrees that they do not have any rights with regard to the advertisements provided through the Software, except for the limited right to place the relevant materials pursuant to the terms hereof, and that the advertising materials are owned by third parties.
3.17. Trademarks	Nothing in this Agreement is intended to grant to the Publisher any rights to the trademarks, service marks, copyrights, patents or trade secrets belonging to the Advertiser.
3.18. Governing Law and Dispute Resolution	This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus (applicable law). Any dispute arising out of the Agreement or related to it, including its amendment, termination, performance, invalidity or interpretation will be solved by arbitration in the state court of the Republic of Cyprus.
3.19. Personal Data	Each Party shall comply with its obligations under all data protection laws in respect of the Services and the Software to be provided under this Agreement to each other.
3.20. Termination	The term of this Agreement shall commence upon the Effective Date and continue until terminated by either Advertiser or Publisher. Each party may terminate this Agreement upon written notice sent to the other Party 48 hours before termination takes place. In the event of the detected fraudulent activity carried out by Publisher the Advertiser may terminate this Agreement immediately without prior notice.
3.21. Miscellaneous	Any notification to the Party shall be considered due if (a) it is sent to the Party at the email specified herein or other email agreed by Parties via letters exchanged by means of corporate emails of the Parties; (b) it is sent to a Party in writing at the latest address known to other Party; (c) it is delivered to a Party personally by the representative of the other Party.