



The following are the Terms and Conditions for participation in the Adsterra Advertising Program (herein referred to as “the Program” or “we”). As used in these Terms&Conditions, “you” or “your” means the applicant/webmaster/publisher/advertiser.

THESE ARE A LEGAL Terms&Conditions BETWEEN YOU AND ADSTERRA. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU HAVE READ, ACCEPTED AND ARE BOUND BY ALL OF THE TERMS, CONDITIONS, PROMISES, WARRANTIES, DUTIES AND OBLIGATIONS SET FORTH IN THESE Terms&Conditions.

1. You must be at least eighteen (18) years of age or the legal age in your jurisdiction to participate in the Program.
2. In order to participate, you must register by submitting an application with CORRECT information via our website. We may choose to decline your application should we find any of the information and/or your website unsuitable for any reason.
3. The following are examples (including but not limited to) of the type of sites, ads and applications that are not allowed to participate in the Program:
  - a. Hacking, Phishing or Phreaking;
  - b. Software Pirating (for example Warez) & Technical Support or Browser Lock;
  - c. Pornographic content;
  - d. Containing or linking to any form of illegal activity (for example how to make drugs, bombs etc.);
  - e. Racial, ethnic, political, hate-mongering or otherwise objectionable content;
  - f. Material that defames, abuses, or threatens physical harm to others;
  - g. Inappropriate newsgroup postings, chat or forum abuse, unsolicited e-mail (SPAM);
  - h. Any illegal activity whatsoever;
  - i. Torrent sites;
  - j. Sites illegally distributing copyrighted content;
  - k. Campaigns that modify or redirect parent window (e.g. using 'opener' javascript function to redirect publishers' websites to another location);
  - l. Crypto-mining scripts, software etc.
  - m. Motivated traffic
4. You are responsible to keep your personal information in Adsterra account such as E-mail address, messenger ID etc. accurate and up to date for proper notifications.

5. Publisher payments are processed 2 times a month on 1st or 2nd and 16th or 17th day accordingly from 8 am till 5 pm GMT. Payments can be withdrawn using all the payment methods available at Publisher's account. If these dates fall on weekends or holidays the payments will be processed on nearest business day.

Advertiser can add funds using all the payment methods available at his Adsterra account (detailed Refund policy is described at the article 7 in Advertiser's block of these Terms and Conditions).

6. You acknowledge that there will be certain fees pertaining to payment processing and shipping fees such as fees for wire transfers (\$50).
7. The Program reserves the right to terminate any account that we believe violates one of our rules or that has very low conversion ratios.
8. Adsterra Network reserves the right to request any form of ID (Passport) with your photo for verification purposes.
9. Adsterra shall have the right to adjust your account balance in the case of
  - a. Need of payment or bonuses
  - b. To deduct transaction fees
  - c. Due to technical reasons
  - d. Due to fraudulent activity
  - e. Upon additional Terms&Conditions by the Parties. Adsterra reserves the right to withhold deposit or charge your account due to any breach of these Terms&Conditions.
10. The Program will not be held liable for any loss due to server downtime, network downtime, packet loss, net traffic problems, disasters, acts of government, strike, lock-out, communication line or power failures, down state or destruction of the Site or its components. The Program shall do everything in its power to maintain the highest standard of availability of its system.
11. Possible stats discrepancy between the data at Adsterra account and third party tracking system used by applicant/webmaster/publisher/advertiser up to 20% is admissible . In case of such discrepancy you have no financial and other claims to Adsterra.
12. The Program grants a limited nonexclusive, nontransferable and revocable license to use the Program and the websites/products' trademark names, service marks, logos, and to access, download and use promotional banner hypertext links, video, sound, photo content and any other form of intellectual property provided by the Program, on your website(s) for the exclusive purpose of advertising, marketing or promoting ONLY the websites and products of the

Program; however, the license herein granted shall automatically and immediately cease upon the termination or breach of any term in these Terms&Conditions. You may not copy, reproduce, alter, modify, change, broadcast, distribute, transmit, disseminate, sell or offer for sale the materials, in any manner, anywhere in the world, without the express written consent of the Program. You are not allowed to remove, obstruct or make any change to the watermarks on the promotional materials, photographs, screenshots and videos.

13. The Program reserves the right to modify any part of these Terms&Conditions at anytime without prior notice. Upon modification, you will be informed by email, writing or by an informational text on the Program's website. Should you choose to not accept the amendments, the only action you can take is to terminate your account and have all outstanding commission (or available balance on your Advertiser's account) paid to you. Continued participation in the Program and/or no action shall mean that you have accepted the modifications to the Terms&Conditions. All modifications shall become active 24 hours after the modifications and notice have been completed.
14. In case of violation the Terms, described in the articles 3 and 12 of these Terms and Conditions, prior to any modification of these Terms&Conditions you won't get a refund of the assets on your Advertiser's account/an outstanding commission on your Publisher's account.
15. These Terms&Conditions shall commence upon your acceptance and remain in effect until terminated. These Terms&Conditions may be terminated by either Party upon 24 hours notice. These Terms&Conditions shall terminate immediately upon the dissolution or insolvency of either Party. We reserve the right to terminate any campaign and remove any advertisements or turn off the traffic at any time for any reason.

## **Publisher**

1. You shall not artificially inflate traffic counts using (including but not limited to) a device, program or robot.
2. We reserve the right to decline your participation in the Program for the following reasons:
  - a. Your website is below the minimum traffic requirements, vis. >1M Alexa.com rank. Your application is subject to review should you have other high traffic websites, an app, or a popular Facebook fan page;
  - b. Your website is unavailable or under maintenance;
  - c. Your website is overfilled with ads, i.e 15+ banners and 5+ pops on single page are rejected. We do not accept banner farms or popunder farms;
  - d. Your website has only few posts or no content;
  - e. Your participation might be rejected for other reasons, established by Support.

3. All visitors you send to us must come from a web page. We do not allow neither newsgroup postings with links to our websites nor we allow you to link to our websites from the body of an email message. We don't allow to promote our websites by email campaigns.
4. All surfers sent to the Program's site(s) must be in a full size window with toolbars, location, scroll bars, etc. It must be a regular window unaltered. Our sites shall not be opened or loaded in a frame.
5. You are not allowed to alter the link codes, or use illegal/false advertising.
6. You may only hold one account with the Program. But you can have more than one website in your account.
7. You agree if you violate terms of these Terms&Conditions, all commissions shall be forfeited. No commission shall be paid for traffic deemed as fraudulent, at the sole and exclusive discretion of the Program's administration.
8. Commissions for each Period are paid 15 days after the end of the Period. Should any designated payout day fall on a non business day, the payout is postponed until the next business day.
9. Commissions for a period that do not meet our minimum of \$100.00 or your set minimum payout (must be over \$100) will roll-over and be credited toward the next period until such minimum is met. Minimum payout for Wire Transfer is \$1000.
10. Invoicing.
  - a. The Publisher expressly instructs Adsterra to generate and issue the Publisher's invoices on behalf of the Publisher. Regarding to this instruction, prior to making any payment to a Publisher, Adsterra may generate automatically, through Adsterra platform, the invoice on behalf of such Publisher. Additionally, the Publisher expressly acknowledges and agree that Adsterra will generate the said invoices based on the stats provided by Adsterra and the payment data provided by the Publisher. The Publisher expressly acknowledges and agree that such data is accurate, fully and legally compliant for invoicing and taxation purposes.
  - b. Any Publisher residing in the European Union is responsible for providing VAT data. The Publisher who has provided a VAT number expressly warrants that such VAT number is, in its own country, valid for the issuance of VAT-exempt invoices to Adsterra. The Publisher expressly accepts to be solely liable for any error, direct or indirect loss or damage arising from the inaccuracy or non-compliance of VAT data or the breach of any of the aforementioned warranties and, accordingly, the Publisher will hold Adsterra totally harmless from any of the said errors, direct or indirect loss or damages.

- c. The Publisher must promptly inform Adsterra of any changes in the payment details including but not limited to VAT details. Taking into account the conditions of paragraph 10 mentioned above the Publisher hereby confirms that another VAT invoice will not be issued.
  - d. Adsterra reserves the right to retain any payments due to the Publisher in case of any claim, administrative proceeding from any authority, dispute or conflict, in any way due to the inaccuracy or non-compliance of the data provided by the Publisher. The payments are on hold until the incident has been resolved.
11. Adsterra Network offers a 5% referral program to Partners with active and payable accounts only.
- a. Partners can refer publishers to Adsterra Referral Program and earn 5% of the referred publishers' earnings, for a lifetime, for any referred Publisher accepted into the program. To permit accurate tracking, reporting, and commission fee accrual, Adsterra will provide Partners with special unique "invite" link, which is displayed on the Referrals page in the partners Adsterra account.
  - b. It is the Partners responsibility to ensure that the "invite" referral links are integrated properly on their websites or other display zone of choice.
  - c. Partners may promote the program on their websites, as long as the website meets our program policies listed in these Terms&Conditions.
  - d. To protect the integrity of the reputation of Adsterra brand name, Partners may not promote the "invite" referral links via certain forms of indiscriminate advertising, commonly referred to as "spamming."
  - e. Partners may promote the "invite" referral links and the service via mailings to recipients who are already customers or subscribers to their website's services, provided that the recipients have the option to remove themselves from future mailings. Further, Partners may promote the "invite" links via newsgroup postings at the newsgroups that specifically welcome commercial messages.
  - f. In all the promotions, Partners must clearly represent themselves as entities independent from Adsterra Network.
  - g. Partners may not refer themselves or earn commission for signing up through creating multiple accounts at Adsterra Network.
  - h. Adsterra Network reserves the right at its sole discretion to modify the foregoing rules at any time. Adsterra Network reserves the right to take action against any person or entity that does not confirm to these rules.

## 12. Confidentiality.

- a. By accepting these T&C Publisher acknowledges himself as a data controller - the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data of his site(s) visitors. Adsterra performs as a data processor, processing data on behalf of Publisher to Advertiser.
- b. Publisher is aware of GDPR (General Data Protection Regulation) and responsible for taking sufficient efforts according to GDPR requirements to inform his site(s) visitors on collecting personal data.
- c. Adsterra disclaims all liability for Publisher's violation of GDPR of any kind.
- d. Publisher agrees not to disclose Adsterra Confidential Information without Adsterra's prior written consent. "Confidential Information" includes without limitation: (i) all Network software, technology, programming, technical specifications, materials, guidelines and documentation You learns, develops or obtains that relate to the Adsterra Network; (ii) click-through rates or other statistics provided to Publisher by Adsterra; and (iii) any other information designated in writing by Adsterra as "confidential" or any designation to the same effect.

### **Advertiser**

1. You can add funds to your account using various payment services available at your Adsterra account. Adsterra reserves the right to reject a financial operation or change the list of available payment options.
2. In case of working on CPM, CPC or RTB basis you acknowledge that the payment obligation hereunder is based solely on the number of clicks/views and not on your ability to convert clicks/views to sales or any other criteria. Abovementioned is not applicable for advertiser working on CPA, CPI or CPL.
3. You shall be on prepay or postpay payment terms with Adsterra; of postpay the billing period is on a monthly basis beginning on the first day of the month and ending on the last day of the month; and which payment shall be made within 15 days after the last day of the billing period. While being on prepay you must prepay before receiving any services from Adsterra. You shall pay all charges in U.S. Dollars or in Euro, according to the currency set up at the Adsterra Administration Panel. Nothing in these Terms and Conditions may obligate Adsterra to do credit to any party. You acknowledge and agree that any credit card and related billing and payment information provided to Adsterra may be shared with companies who work on Adsterra's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Adsterra and servicing your account.

4. All the fees charged by third party institutions and payment services providers are in your zone of liability.

5. CREDIT CARD.

You agree to go through all the steps of verification process set by Adsterra to get a permit on credit card payments. You warrant and represent that all payment information provided to Adsterra will be accurate and complete, and up to date. In case of LOST OR STOLEN CARD/FRAUDULENT USE OF CARD you must promptly inform Adsterra. If there is a chargeback for any reason, Adsterra reserves the right, in its sole discretion, with or without notice, to either suspend or terminate your account with Adsterra platform. Nothing stated herein shall limit rights granted to a cardholder by Visa, MasterCard and/or its issuing bank. The services are provided to you by Adsterra located in EEA (and not by any other entity) and all enquiries and complaints directed to Adsterra should be located in EEA.

6. In the event of non-compliance of Adsterra's Terms and Conditions (e.g. sending Adsterra's traffic to malicious websites, redirecting Adsterra's traffic to the sites unapproved by Adsterra's manager, running types of offers forbidden in Adsterra Network (parent window opener, paypercall, techsupport etc. described at the article 3 of these Terms&Conditions), your account is to be banned without a chance of refunding the rest of assets on your account in Adsterra.

7. If you won't be satisfied with the traffic provided by Adsterra Network, Adsterra Network guarantees to refund the rest of assets on your account in system. You make no claim as to refund of the assets spent during the advertisement campaign. In case you'd like to receive a refund of assets already spent because of any traffic quality complaints, you have to provide Adsterra with a clear evidence of low quality of the traffic received for requested period (detailed logs, user agents etc.)

8. Adsterra Network may at any time, in its sole discretion, immediately terminate or cancel any Ad(s). Adsterra Network will make commercially reasonable efforts to notify you via e-mail of any such termination or cancellation within 24 hours

9. You may cancel any Ads with or without cause at any time by deactivating a campaign by contacting Adsterra Network manager or by yourself (in case of using Self-Service Platform). Campaign should be deactivated during 24 hours since the time the request had been sent.

10. Blacklisting and whitelisting rules.

10.1. If you add source ID in a blacklist, the source will be removed from your campaign in the event of this source ID is validly existing in Adsterra system;

10.2. If you add source ID in a whitelist, the source will be linked to your campaign in all the cases except following:

- a. This source ID hasn't been active for a significant period of time and recognized as not in use anymore;

- b. You've already added this source ID in a blacklist;
  - c. Your campaign' settings are inconsistent with the source's requirements to the campaigns linked.
11. Possible stats discrepancy between the data at Adsterra account and third party tracking system used by applicant/webmaster/publisher/advertiser up to 20% is admissible. In case of such discrepancy you have no financial and other claims to Adsterra.
- 12.1. By accepting these T&C Advertiser acknowledges himself as a data controller - the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data of his site(s) visitors. Adsterra performs as a data processor, processing data on behalf of Publisher to Advertiser.
- 12.2. Advertiser is aware of GDPR (General Data Protection Regulation) and responsible for taking sufficient efforts according to GDPR requirements to inform his site(s) visitors on collecting personal data and liable for a further security and subsequent economic and legal fate of personal data received from Publisher via Adsterra.
- 12.3. Adsterra disclaims all liability for Advertiser's violation of GDPR of any kind.
- 12.4. Advertiser agrees not to disclose Adsterra Confidential Information without Adsterra's prior written consent. "Confidential Information" includes without limitation: (i) all Network software, technology, programming, technical specifications, materials, guidelines and documentation You learns, develops or obtains that relate to the Adsterra Network; (ii) click-through rates or other statistics provided to Advertiser by Adsterra; and (iii) any other information designated in writing by Adsterra as "confidential" or any designation to the same effect.