

TERMS & CONDITIONS

for Advertisers

RICHADS PARTNERSHIP AGREEMENT (“Agreement”)

The company **RICHADS LTD**, registered and conducting activities in the Republic of Cyprus, hereinafter referred to as the «**RICHADS**», being a network providing services to Advertisers for products monetization and promotion (the “**Service**”) connecting advertisers and publishers globally through Offers, on the one hand, and

You (the “Advertiser”), seeking for an online service for the creation, management, promotion of your advertising campaigns and monetization of your products, on the other hand,

collectively referred to as the «**Parties**» and each individually as the «**Party**», concluded the following agreement (“**Agreement**”):

1. DEFINITIONS

1.1. **Advertisement(s)** means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials provided by Advertiser and generated by Advertiser’s web-servers in response to a query from RICHADS.

1.2. **Traffic source(s)** means any and/or all web sites, doorways, social networks, emails marketing, publisher’s Traffic sources of the and/or any other Traffic source available for publishers.

1.3. **“Offer” or “Offers”** means offers created and/or managed by RICHADS as per the instructions of the Advertiser and available for publishers in the RICHADS` network for promotions. Each Offer includes specifications relating to Advertisement(s) that are to be used/linked/placed/displayed on the website(s)/Traffic source(s) of publishers. Each Offer is approved by the Advertiser and considered to be completed through the Qualified Actions of end user(s).

1.4. **“Qualified Action”** means when end user(s):

(i) accesses Advertisements used/linked/placed/displayed on publisher’s website(s)/Traffic source(s),

(ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person,

(iii) is not generated based on a system of rewards and/or not otherwise considered to be incent,

(iv) is not using pre-populated fields,

(v) completes all of the information required for such action within the time period allowed by Offer(s) and/or fulfils any other action required by a specific Offer, and

(vi) is not later determined by RICHADS to be incentive, motivated, fraudulent, incomplete, unqualified or a duplicate.

1.5. **Personal account** means the RICHADS’s individual official website <https://yellana.co/> access parameters where the Advertiser places Offers, manages the scope of the Service, receives information on his Personal Account balance and performs other activities on the official website that are relevant to provision of the Service.

1.6. **Personal Data** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified or contacted. Personal Data is defined under the applicable law.

1.7. **Confidential Information** means all information, written or oral, relating directly or indirectly to the Agreement, the Services, the Party or its business (actual or planned), disclosed to it by the Party, developed by it or which otherwise became known to it in connection with the performance of the Agreement including, without limitation any and all patent applications, drawings, specifications, techniques, diagrams, computer software, codes, charts, plans, statements, assessments, analyses, estimates, views and opinions, know-how, processes, machines, practices, inventions, improvements and records.

2. SERVICES PROVISION

2.1. The Services are provided with the Agreement and Offer. RICHADS will register the Advertiser in Personal Account on the RICHADS` website after the submission by the Advertiser of all the requested necessary information. Advertiser shall not provide any aliases or other means to mask Advertiser’s true

identity or contact information. RICHADS reserves the right to add, edit, remove or reclaim any account details not related to Personal Data and any results of work with RICHADS (including Advertiser's submissions) with or without Advertiser's consent if deemed appropriate at RICHADS' sole discretion.

2.2. Advertiser may not transfer Advertiser's Personal Account to anyone without explicit written permission of RICHADS and Advertiser may not use anyone else's Personal Account or password at any time without the express permission and consent of the holder of that account. RICHADS cannot and will not be liable for any loss or damage arising from Advertiser's failure to comply with these obligations.

2.3. **Services Period.** Services are provided during the term of the Agreement. Each Party may terminate the Agreement upon written notice sent to the other Party 48 hours before such suspension.

RICHADS reserves the right to reject an Advertisement at any time for any reason. In any case of termination of Advertiser's participation in one or more Offers or Agreement for any reason, Advertiser will immediately cease all use of and delete all Offers, Advertisement and all RICHADS' intellectual property.

Agreement will be automatically terminated and Personal Account will be blocked when the Advertiser's Personal Account has not been in use for more than 3 months.

3. QUALITY OF CONTENT

3.1. **Inappropriate content.** RICHADS has, in its sole discretion and without any liability, the right to deny any advertising material, links or content that includes and/or is based on any inappropriate or illegal content as such and/or on material that infringes the rights of any third party or is in violation of any law, as bound by the law or determined by RICHADS in RICHADS' sole discretion, including but not limited to the following:

- 3.1.1.pornography, adult or mature content;
- 3.1.2.illegal activity and/or promotion of illegal activity (i.e. illegal online gambling, how to build a bomb, counterfeiting money, hacking, phreaking, etc.);
- 3.1.3.hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.) or otherwise objectionable content;
- 3.1.4.violence (including gratuitous violence), profanity, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- 3.1.5.illegal substance and/or promotion of illegal substance;
- 3.1.6.drugs or any related paraphernalia;
- 3.1.7.adware, malware, viruses, phishing;
- 3.1.8.no misleading information and / or other materials, providing false info to the user;
- 3.1.9.purchase of weapons/military equipment;
- 3.1.10. false or deceptive investment advice, and others;
- 3.1.11. Intellectual property rights (branch name, trademarks, logo, etc.);
- 3.1.12. Investment, money-making opportunities or advice not permitted under law;
- 3.1.13. Material that defames, abuses, or threatens physical harm to others;
- 3.1.14. Software Pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.);
- 3.1.15. Hacking or Phreaking;
- 3.1.16. Any illegal activity whatsoever;
- 3.1.17. Any spoofing and/or redirecting of the users in an effort to gain traffic; or
- 3.1.18. Any other inappropriate activity as determined by RICHADS in RICHADS' sole discretion.

3.2. **Restricted content.** Certain advertisements content is permitted only if publication of such content is allowed at the territory in which the advertising content is shown or if the competent state authority issued the permission to publish such content.

Restricted advertisements content includes, but not limited to:

- a. religion and spirituality;
- b. dating;

- c. financial services;
- d. healthcare and medicines;
- e. gambling;
- f. sweepstakes;
- g.** subscriptions.

3.3. Prohibition behavior. The Advertiser guarantees that the Advertiser will not take any actions to mislead the RICHADS or any end-user or take their attention without their consent, including but not limited to the following:

- a. auto-redirects (automatically redirect the user without their engagement or direct action (e.g. click, touch));
- b. pop (including pop ups, pop unders, pop overs, exit);
- c. auto-download;
- d. spyware, malware, viruses;
- e. expandable ads (ads that automatically expand without user's action);
- f. auto-refresh;
- g. deceptive or misleading ads resembling user interface elements ((e.g. text boxes) - these ads do not ask the user for permission before initiating services and/or fees. Includes click-to-call and click-to-subscribe ads that do not include an intermediary land page or other prompt that clearly explains the terms and/or fees associated with the call or subscription);
- h. deceptive or misleading ads that circumvent or interfere (or attempt to circumvent or interfere) with advertising operations (including but not limited to creative scanning. For example, cloaking ad content or ad behavior to avoid detection by quality controls);
- i. deceptive or misleading ads resembling Windows Dialog or Alert Style (e.g., any creative that a user might mistake for an OS or application-level notification rather than an advertisement).

3.4. Inappropriate activity. The Advertiser guarantees that the Advertiser will not take inappropriate activity includes (without limitation) material related to:

- 3.4.1. advertising, propaganda or calls for exploitation and abuse of minors;
- 3.4.2. advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior;
- 3.4.3. advertising of high-risk investments, quick enrichment schemes and financial pyramids;
- 3.4.4. advertising, propaganda or calls for illegal activity;
- 3.4.5. advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs;
- 3.4.6. information discrediting the honor, dignity or business reputation of individuals or organizations;
- 3.4.7. advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements);
- 3.4.8. pornographic materials, print media, images or other items of a pornographic nature;
- 3.4.9. 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);
- 3.4.10. advertising, propaganda or calls for using nicotine-containing substances and tobacco products;
- 3.4.11. advertising of weapons and explosives;
- 3.4.12. a call to join religious groups and participate in religious ceremonies;
- 3.4.13. intentional self-harm, mutilation, suicide propaganda;

- 3.4.14. the spread of the illicit trade in human organs;
- 3.4.15. advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities;
- 3.4.16. advertising of goods and services against human rights and freedoms;
- 3.4.17. information or publications containing promotion, propaganda of the cult of violence and cruelty;
- 3.4.18. 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;
- 3.4.19. publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations;
- 3.4.20. criminal or terrorist publications;
- 3.4.21. mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs;
- 3.4.22. information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs;
- 3.4.23. other information, the distribution of which is prohibited by law.

3.5. **Fraudulent activity.** The Advertiser acknowledges and agrees that any fraudulent activity within the Services provision aimed at changing the number of end users clicks is strictly prohibited and bears severe consequences, regardless of intent, means or form of execution. In case of suspected fraudulent activity, the RICHADS may withhold funds in the Personal Account and/or terminate the Agreement, at the discretion of the RICHADS. The RICHADS may provide the proof of such fraudulent activity. The proof may contain the logs of clicks recorded on the RICHADS' side, screenshots from the RICHADS' reporting system and other evidence the RICHADS may provide. Advertiser is obliged to provide RICHADS with its proofs within 48 hours from the receipt of a request from RICHADS. RICHADS may review these proofs and make its own decision about such proof's applicability. If the Advertiser has not provided its proofs within this timeframe, the fraudulent activity is considered valid.

3.6. Advertiser acknowledges and accepts that RICHADS may stop a Service/Offer immediately in case the Advertiser provides inappropriate content as described under this clause 3.

3.7. RICHADS does not check or control the activities or contents or Advertisements of the Advertiser, but all the Services may be rejected and we reserve the right to delete Advertiser's Personal Account, withhold and freeze all funds in the Advertiser's Personal Account if Advertiser engage in fraudulent or illegal activity. Advertiser has the sole responsibility for the all content of Advertiser's Advertisements.

4. PAYMENT TERMS. TRANSACTIONS

4.1. **Payments.** Services can be provided on revenue sharing basis, CPA basis (a commission charged per approved transaction), CPL basis (a commission charged per approved lead), CPI basis (Cost per Install), HYBRID basis, CPR basis (Cost per reach), CPS basis (Cost per sale), CC SUBS basis, SOI basis (Single Opt In), DOI basis (Double-Opt-In), 1 CLICK basis, 2 CLICK basis, PINSUB basis, CLICK2CALL/SMS basis, COD basis, etc. depending on how it is established in the Offer.

4.2. Services provided during each billing period are to be paid. Duration of each billing period is 1 calendar month.

The first billing period is counted from the beginning of provision of the Services till the end of the corresponding month. The last billing period ends at the moment of termination of the Agreement. All the rest billing periods begin on the 1st of the corresponding month and end on the last day of this month.

4.3. All commissions and fees charged by banks, payment systems or other financial institutions participating in transactions between the RICHADS and Advertiser and (or) securing such transactions are paid by Advertiser.

4.4. All payments in the Personal Account are processed automatically. RICHADS may, in RICHADS sole discretion, refuse to process a payment (and may place a payment hold) on any part of Advertiser's Personal Account for any reason, block Advertiser's Personal Account and terminate Agreement, including if RICHADS has a reasonable suspicion that Advertiser have breached any clause of the

Agreement. RICHADS also reserve the right to set-off any amount Advertiser owe RICHADS, including for breaches of the Agreement.

4.5. Payment Terms.

4.5.1. Payment model: 100% prepayment/Postpay as it established in the corresponding Offer.

4.5.2. Payment form: wire transfer or other payment form specified in the corresponding Offer.

4.5.3. Campaign payment model: shall be specified in the corresponding Offer.

4.6. **Deposit.** In order to start purchasing of the Services, the Advertiser shall top up the Personal Account balance on the following amounts:

a. 500 USD as the security deposit which is refunded by the RICHADS after the Agreement termination, unless spent by the Advertiser as payment for the Services (the "**Deposit**").

b. The RICHADS starts the Services provision only subject to receiving the first payment in the amount of 500 USD minimum as specified above.

4.6.1. The Services are rendered by the RICHADS when the Personal Account balance shall be always positive, taking into account the Deposit. Otherwise, the Parties are governed by the following:

a. If the Personal Account balance runs below 500 USD (the Deposit), the RICHADS is entitled to suspend the Services provision, at their sole discretion.

b. If the RICHADS decides not to suspend the Services provision, the Deposit starts to be debited.

c. In case the Deposit is fully spent, the RICHADS suspends the Services provision until the Advertiser refills the Personal Account for at least the amount of Deposit.

4.7. **Prepayment.** In the event that the Parties in accordance with clause 4.5.1 of the Agreement have established in Offer the "Prepayment" payment procedure, payments for the provision of the Services are to be carried out in the amount and manner set forth in the Offers. Services under the corresponding Offer shall be rendered after prepayment receipt only.

4.8. **Postpay.** In the event that the Parties in accordance clause 4.5.1 of the Agreement have established in Offer the "Postpay" payment procedure, payments for the provision of the Services are to be carried out as follows:

4.8.1. The cost of provided Services is determined on the basis of the RICHADS' reporting system and is indicated in the invoice issued by the RICHADS.

4.8.2. Payment for the cost of Services is made by the Advertiser or a third party within NET7, NET15, NET30 or other terms as it specified in the Offer.

All payments made to the RICHADS by any third person under the invoices issued under this Agreement shall be considered as payments made by the Advertiser.

Relationships between the Advertiser and any third person not regulated by the Agreement are not controlled or verified by the RICHADS therefore the Advertiser is completely liable for ensuring sufficient and lawful basis for conduction of such payments by other third persons under the invoices issued under the Agreement.

4.8.3. Under no circumstances shall the RICHADS be held financially liable before any third person making payments to the RICHADS under the invoices issued under this Agreement, in particular, but not as a limitation thereof shall the RICHADS not be put under obligation to return funds to any third person, or to collect interests on the paid funds or other.

4.8.4. If the Advertiser violates the payment terms stipulated in Offer two or more times, the RICHADS has the right to unilaterally proceed to charging the cost of Services as a prepayment, having previously notified the Advertiser by sending a message to the contact email address. All Services which has been ordered by Advertiser after the specified moment are executed only after the RICHADS receives the prepayment.

If the Advertiser violates the payment terms stipulated in clause Offer of the Agreement and the RICHADS will incur losses due to this, the Advertiser is obliged to compensate for such losses.

The prepayment procedure is defined in clause 4.7. of the Agreement.

4.9. **Reports.** Advertiser may track online reports within RICHADS' reporting system in Personal Account. The considerations will be calculated solely based on the RICHADS' reporting system which will

track, manage and report in good faith to Advertiser or provide Advertiser with an API access to the tracking and reporting system at the request of the Advertiser from the personal manager ("**Reports**").

4.10. **Disputes.** In the event the Advertiser disputes the information detailed in a Report, it will provide the RICHADS with a written notice (via e-mail) within 48 hours from the end of the billing period specified in the Agreement (and no later than the 13th day of the month following the billing period), which shall include the reasons for such dispute with as much detail as possible, in particular, but not exclusively, the report with the RICHADS' CLICK ID on which the dispute arose, for each conversion CLICK ID it shall be the time of completion, the reason for the decline, and the metrics that were relied on ("**Dispute Notice**"). Following receipt of a Dispute Notice, the Parties will cooperate, in good faith, to reach an amicable solution to such dispute including but not limited Advertiser shall provide access to its software and shall provide comprehensive assistance for the resolution of controversial issues. For the avoidance of doubt, the Parties have agreed that Dispute Notice about the low quality of traffic without the report with the CLICK ID is not considered reasonable and is not considered by RICHADS. If RICHADS provides written proof of the quality of the traffic, the dispute is considered closed and the quality of the traffic is considered confirmed. The Parties have agreed that RICHADS' reporting system (stats) will be prevailing in any case. At the same time, the Parties acknowledge and confirm, that if the quality of the traffic has been confirmed in personal correspondence via email or in Personal Account, no Dispute Notice about the low quality of traffic will be accepted. If the Advertiser misses claim submission deadlines, the Services are considered accepted in full without any claims to the quality of the traffic.

4.11. Notwithstanding the foregoing Advertiser must at all times and by all means constantly monitor the quality of the traffic it receives through the Services offered by RICHADS and report to/inform RICHADS, in writing, about any and all low traffic quality within 48 hours since the receipt of such low quality traffic. Advertiser understands and agrees that all reported low quality traffic will be investigated by RICHADS and that only RICHADS at its own discretion will decide/determine whether such traffic is indeed of low quality or not, upon sufficient proof. If the Advertiser misses claim submission deadlines, the Services are considered accepted in full without any claims to the quality of the traffic.

4.12. RICHADS shall not pay in full at least for: a) all non-reported low quality traffic, b) all low quality traffic reported after the passing of the 48 hours' time limit, c) all reported low quality traffic which according to the RICHADS is not decided/determined/proved to be of low quality and d) what RICHADS defines as low quality.

4.13. **Confirmation and Invoicing.** On the basis of the RICHADS's reporting system data, the Advertiser shall confirm with RICHADS the amount to be paid for the relevant billing period within 48 hours from the end of the billing period specified in the Agreement (and no later than the 13th day of the month following the billing period) via email / Personal Account. If this period is missed, then the amount set by RICHADS for the relevant billing period is considered to be confirmed by the Advertiser in full without any claims.

4.14. Notwithstanding the foregoing, all confirmations, disputes or claims under clauses 4.9-4.13 must be submitted and approved no later than 48 hours before the payment deadlines set forth in Offer. Otherwise, the Services are considered accepted by the Advertiser in full without any claims to the traffic quality.

4.15. **Currency.** The currency of all settlements between the Parties is the US Dollar.

5. FORCE MAJEURE

5.1. 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 that occurred after the Agreement had been concluded. Such circumstances of extraordinary nature include exclusively the events beyond control of the Party and the Party is not responsible for their emergence, or is not able to avoid or overcome them, in particular floods, fires, earthquakes, volcanic eruptions, tsunamis, accidents of anthropogenic nature, national strikes, international agreements prohibiting operations subject to implementation within the framework of the Agreement, actions (inactions) of state institutions and (or) state officials, illegal activities of third persons, blocking or suspension of operations on accounts and (or) certain transactions of the Party, pandemic, prohibitions or restrictions by government agencies, approval of sanctions and sanctions lists. The circumstances eliminating liability from the Party include governmental regulations or decrees of state institutions that make compliance with the obligations by the Parties impossible.

5.2. The Party referring to the circumstances of an extraordinary nature shall inform the other Party in writing within 5 days on such circumstances of extraordinary nature appearance and, if obtaining the relevant documents is possible and request of the other Party, prove its emergence with official

documents of the relevant chamber of commerce and industry or another competent institution of the relevant country.

5.3. Provided that any of the above-mentioned in clause 5.1 hereof circumstances directly affect fulfillment of obligations in due term stipulated in the Agreement the said term shall be postponed commensurably for the term of the relevant action validity. If the force majeure lasts more than 30 days, and it impacts upon a Party's ability to perform its obligations hereunder, the other Party may terminate Agreement for convenience by providing to the other Party written notice to such effect.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. **Rights to the RICHADS' official web-site.** RICHADS grants to the Advertiser a non-exclusive, non-transferable, revocable right to use the RICHADS' official web-site only for the purpose of this Agreement and in accordance with the terms and conditions of this Agreement. The Advertiser shall not alter, modify, manipulate or create derivative works of the RICHADS' official web-site or any graphics, creative, copy or other materials owned by, or licensed to the RICHADS in any way.

6.2. **Rights to the Advertiser's software.** Advertiser grants to the RICHADS a non-exclusive, non-transferable, revocable right to use the Advertiser's software only for the purpose and in accordance with the terms and conditions of this Agreement.

If the Advertiser provides software, it shall be free from any spy- or malicious software and comply with the terms and conditions under the Agreement.

6.3. **Rights to the Advertisements.** Advertiser grants to the RICHADS a non-exclusive, non-transferable, revocable right to use the Advertisements, except for the limited right to place the relevant materials pursuant to the terms hereof.

6.4. **Trademarks.** Nothing in Agreement is intended to grant to the Advertiser any rights to the trademarks, service marks, copyrights, patents or trade secrets belonging to the RICHADS.

7. LIMITATION OF LIABILITY. INDEMNIFICATION. DISCLAIMER OF WARRANTY.

7.1. **Limitation of liability.** The Parties agreed that legal liability of the RICHADS is limited as follows: neither the RICHADS, nor any affiliate companies, branches, employees, shareholders, suppliers, directors or other persons connected to the RICHADS shall bear any joint liability for the following: a) total liability to the Advertiser above the amount equal to the amount of the latest payment of the Advertiser; b) any specific, accidental, indirect, exemplary or subsequent loss, loss of possibility to use, loss of profits or loss of data or profit in respect to the Advertiser or any third party in consequence of use of the Service. Such liability limitation constitutes one of the foundations of the Agreement concluded between the RICHADS and the Advertiser, in the absence of which the Agreement would not be concluded or the conditions for the Service provision would be different.

7.2. The given liability limitation shall be applied regardless of the fact that:

7.2.1. a complaint is filed in accordance with the Agreement, civil offence, legal act or any other legal opinion;

7.2.2. the RICHADS is aware or shall be aware of the possibility of such losses;

7.2.3. limited legal remedies stipulated in the given section fail their essential purpose.

7.3. Provided that the scale of liability limitation stipulated in clause 7.1 hereof exceeds the minimal scale of liability limitation determined by the applicable legislation, such minimal scale of liability limitation determined by the applicable legislation shall prevail.

7.4. The RICHADS shall not be held liable for use or provision of inadequate information at registration on the Personal Account, and in case such facts of inadequate information use are established, the RICHADS is entitled to cease rendering of the Service. The abovementioned liability limitation of the RICHADS shall be extended to the person that provided the inadequate information, as well as to the person whose data was provided (the liability before such person shall be held by the person who provided the information in respect to the other person).

7.5. **Indemnity.** The Advertiser shall indemnify, defend and hold the RICHADS harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of the Advertiser breach or violation of any clause of Agreement or other mutual agreement of the Parties.

7.6. **Disclaimer of warranty.** RICHADS IS ONLY OFFERING THE SERVICE. THE INFORMATION, OFFERS, ADVERTISEMENT, CONTENT AND OTHER RICHADS SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. ADVERTISER USE THE SERVICE AND RUN PROGRAMS AT ADVERTISER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RICHADS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SERVICE, THE INFORMATION, OFFERS, ADVERTISEMENT AND CONTENT INCLUDED ON THE SERVICE AND PROVIDED BY RICHADS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RICHADS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THIS SERVICE, NETWORK OR WEBSITE OR PROVIDED BY RICHADS IS ACCURATE, COMPLETE OR CURRENT.

8. ASSIGNMENT. THE APPLICABLE LAW AND DISPUTE RESOLUTION

8.1. RICHADS may assign Agreement to a subsidiary or business successor. Advertiser may not assign Agreement without the prior written consent of RICHADS, which shall not be unreasonably withheld.

8.2. Under the agreement of the Parties the applicable law shall be Cypriot law and it shall be applied in respect to:

8.2.1. the Agreement, its validity, amendment and termination;

8.2.2. Obligations of the Parties stipulated by the Agreement, as well as those directly not mention in the Agreement but connected to it and presumed in connection with execution of the Agreement;

8.2.3. Disagreements and disputes of the Parties in connection with execution of the Agreement.

8.3. The Parties shall aspire to resolve any disagreement by negotiation and accord. However, be it impossible, on the initiative of the plaintiff any dispute in connection with the conclusion, amending, termination of the Agreement, as well as its validity shall be filed for settlement to the competent Cypriot court.

9. PERSONAL DATA

9.1. Each Party shall comply with its obligations under all data protection laws in respect of the Services to be provided under the Agreement to each other.

9.2. The Advertiser hereby acknowledges and agrees that the RICHADS may process the Personal Data of the Advertiser's end users.

9.3. The RICHADS agrees in respect of any such Personal Data supplied to it by the Advertiser that it shall only act on instructions from the Advertiser regarding the processing of such Personal Data under the Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the Personal Data and against accidental loss or destruction of or damage to the Personal Data.

10. CONFIDENTIALITY

10.1. The Parties covenants and undertakes that, during the term of the Agreement and thereafter, absent the Party's prior written consent, Confidential Information shall be maintained by it in full and absolute confidence, and it shall not use such Confidential Information, directly or indirectly, in whole or in part, for its own benefit or for any purpose whatsoever except as specifically and explicitly provided herein.

10.2. The Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by its consultants, employees, subcontractors and publishers.

10.3. Party undertakes not to transmit or transfer the Confidential Information to any third party, including but not limited to, daughter companies, sister companies and mother companies, without the Party's prior written consent.

10.4. Upon the termination of the Agreement, for any reason whatsoever, the Party shall return to the other Party any and all Confidential Information, including all records, products and samples received,

and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Information or any portion thereof.

10.5. Notwithstanding anything else to the contrary herein, the obligations under this Section shall survive after termination of the Agreement within 5 years.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1. Advertiser will make every effort to uphold the highest ethical and commercial standards. If RICHADS requests that Advertisements should be removed from or not placed in any context that harms the goodwill or reputation of RICHADS, Advertiser will promptly comply with such request;

11.2. In case of violation of its obligations under Agreement by Advertiser, RICHADS reserves the right to stop providing Services and withhold Advertiser's remuneration or Personal Account balance or fine;

11.3. Advertiser accepts and acknowledges the full responsibility in the event that the Advertisements in the Offer would be deemed invalid or illegal in any applicable jurisdiction;

11.4. Each Party waives its rights against the other in respect of warranties and representations (whether written or oral) not expressly set out or referred to in this Agreement. Nothing in this clause limits or excludes either Party's liability for fraud;

11.5. Hereby Advertiser represent and warrant that Advertiser have all necessary rights, permits and licenses to start and manage ad campaigns and for display Advertisement and operate Advertiser's links, websites and business activities in the selected jurisdictions. In case of breach of this obligation, RICHADS may terminate Agreement at any time without prior notice, withhold any remuneration or Personal Account balance and claim for compensation of incurred losses and damages;

11.6. Advertiser hereby agree not to use RICHADS' system interface, available to Advertiser in connection with the execution of Agreement, in any ways not provided for by Agreement, including not to distribute or transfer it to any third party;

11.7. Hereby Advertiser agree not to grant any third parties the opportunity to place Advertisements that violate the requirements of the legislation, as well as ethics and morality rules. Advertiser shall bear all the expenses and losses incurred from Advertiser's illegal use of copyrighted materials (including Advertisements, trademarks, etc.);

11.8. Advertiser warrant not to use automated tools, including robots, scripts, or spiders, for generation of the inquiries or gather information from the interface of the RICHADS' official website;

11.9. Hereby Advertiser warrant that Advertiser will not use the RICHADS' official website interface for any purposes that violate any applicable laws or rights of any third parties, including its intellectual property;

11.10. Advertiser shall NOT modify, adapt, translate, disassemble or otherwise attempt to derive the source code of any software, used in RICHADS' official website or Services;

11.11. Hereby Advertiser represent and warrant to provide RICHADS with all the documentation or its equivalents, needed for identification of the Parties, ascertainment of the legal fact and fulfilment of its obligations under Agreement, within 15 business days from the date of request. In certain cases, we may withhold all payments until we will receive relevant documentation from Advertiser;

11.12. If any errors or undesirable results occur due to no fault of RICHADS, RICHADS shall not be responsible for losses and Advertiser may not be compensated;

11.13. Advertiser must make sure that Advertiser's software does not copy or resemble the look and feel of RICHADS' official website or create the impression that Advertiser's software is endorsed by RICHADS or is a part of the RICHADS' Service, without the prior written permission of RICHADS;

11.14. Hereby Advertiser irrevocably authorize RICHADS to transfer a request received by RICHADS to provide information for the payment directly to Advertiser's financial institution available;

11.15. Advertiser must comply with all (i) obligations, requirements and restrictions under Agreement and (ii) laws, rules and regulations as they relate to Advertiser's business, Advertiser's software or Advertiser's use of the Service;

11.16. Advertiser acknowledges that every case of violation of the terms of Agreement will lead to material and business standing losses of RICHADS. Therefore, we reserve the right to recover damages caused in the specified amount, or the amount of actually incurred losses, in the event of Advertiser's

breach of Agreement. Such losses may be deducted from the balance of Advertiser's Personal Account in the Service.

11.17. Advertiser may cancel/suspend/stop/terminate the Advertisements/Offer only through RICHADS' officer. Advertiser must notify its intention to cancel/suspend/stop/terminate the ads campaign/Offer to RICHADS, in writing, 24 hours before such cancellation/suspension/stop/termination takes place.

12. REFUND POLICY

12.1. Refund could be applied only upon written request, containing reasons for Advertiser's refund, directly to Advertiser's personal manager in case campaign cannot be launched due to reasons included but not limited to noncompliance of the advertising materials with the requirements of current legislation, unacceptable quality and/or content of the creative, other reasons deemed applicable by RICHADS' officer.

12.2. Refund will be made in the amount of unused funds. Amount must be calculated based on RICHADS' reporting system.

12.3. Refund shall be applied only to the actual payments made by the Advertiser to RICHADS. All funds credited to the Personal Account of the Advertiser within the frame of participation in bonus programs or similar actions of RICHADS are non-refundable in any case and subject to the terms and conditions of such programs.

12.4. Advertiser has 6 months from the last payment date to ask for a refund of the balance remaining on the Personal Account if Advertiser has remained in compliance with Agreement. After Advertiser makes a second deposit at the Personal Account (itself or via manager), a refund will only be issued for a balance of more than \$200 US Dollars and a processing fee of 10% will be deducted from such refund.

12.5. The refund may be credited back to the same payment method and same account that was used to make the payment.

12.6. The refund request will be processed within 5 business days from the date the request was received.

12.7. Refund is not acceptable in case the Advertiser breaches terms and conditions of Agreement or other terms agreed by the Parties.

13. MISCELLANEOUS

13.1. **Severability.** If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

13.2. Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.

13.3. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by Advertiser when signing up for the Service by certified mail, fax, email or courier.

13.4. **Amendments.** Advertiser understands and agrees that RICHADS may update/amend and/or change and/or terminate/stop/reject any Service/Offer/Advertisement, in any way and for any reason at its own discretion, with a prior 24 hours' notice to the Advertiser.

13.5. RICHADS reserves the right to change any terms and conditions of Agreement at any time, at its own discretion. You may refer to contract revisions in Our website – <https://yellana.co/>. Agreement (as published on [Privacy Policy](#) bind the Parties from the date signed or the date Service is provided and shall apply to each and any Services provided by RICHADS. Agreement shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the Services provided by RICHADS.

13.6. Representations and warranties of Advertiser set forth in Agreement (in particular, Section 11) hereof shall survive closing for a period of 1 year from the termination date.

13.7. Headings to sections and subsections in Agreement are for the convenience of the Parties only and are not intended to be a part of or affect the meaning or interpretation hereof.

13.8. Advertiser hereby agrees not to contact websites in the RICHADS official website in order to purchase advertisement space from them or engage in practice that would be deemed competitive to the efforts of RICHADS in its attempts to represent the website's advertising spaces. Violation of this clause shall be deemed a material breach of the Agreement.

13.9. Advertiser agree on using any communication method (email message/SMS message/phone) with contact details provided in Advertiser's Personal Account. Any notification between the Parties is inappropriate unless it is made in writing. The term "in writing" includes email and other electronic ways of communication.

13.10. Parties hereby agree to notify each other if they:

13.10.1. change their VAT registration number;

13.10.2. cease to be VAT registered;

13.10.3. sell their business, or part of their business;

13.10.4. to notify each other about any changes in their payment detail.

RICHADS LTD

Spyrou Kyprianou,78 MAGNUM BUSINESS CENTER, 3rd floor 3076, Limassol, Cyprus.