

## TERMS & CONDITIONS

### for Publishers

#### RICHADS PARTNERSHIP AGREEMENT (“Agreement”)

The company **RICHADS LTD**, registered and conducting activities in the Republic of Cyprus, hereinafter referred to as the «**RICHADS**», «**Our**», «**Us**», offering affiliates offer to Publishers globally (“**Service**”) on the one hand, and

You being the owner/administrator/controlling person of a website/Traffic source/affiliate/ a person who in one way or another places advertisements on the Internet and CPA-network or having sufficient authority to enter into Agreement, who seeks to participate in an Insertion Order and use/link/place/display a particular Advertisement to your website/Traffic source, hereinafter referred to as the «**Publisher**», «**You**», «**Your**», that expressed his will to purchase the Service under the Agreement and accepted obligations under the Agreement without reservations and to the full extent by signing the Agreement, on the other hand,

collectively referred to as the «**Parties**» and each individually as the «**Party**», concluded the following Agreement:

### 1. DEFINITIONS

1.1. **Advertisements** means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials 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, Your traffic sources of the and/or any other traffic source available for You for the provision of the Services under the terms of Agreement.

1.3. **“Offer” or “Offers”** means offers available for Publishers, each offer includes specifications relating to Advertisements that are to be used/linked/placed/displayed on the website(s)/Traffic source(s) of Publishers. Offers are 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’ individual official website <http://yallana.com/> access parameters where the Publisher receives Offers, 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 Insertion Order. The Services are activated in the Personal Account. You shall not use any aliases or other means to mask Your true identity or contact information. After we review Your application, we will notify You of your acceptance or rejection as RICHADS' Publisher. We may accept or reject Your account registration at any time at Our sole discretion for any reason. RICHADS reserves the right to add, edit, remove or reclaim any account details that not related to Personal Data and that related to results of the work between You and RICHADS if it can be add, edit, remove or reclaim in accordance with the Agreement with or without Your consent if deemed appropriate at RICHADS' sole discretion.

2.2. You may not transfer Personal Account to anyone without explicit written permission of RICHADS and You 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 Your failure to comply with these obligations.

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

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

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

2.4. The Publisher guarantees that Your website(s)/Traffic source(s) meets the following criteria:

- 2.4.1. be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of third party suppliers of the relevant materials; and
- 2.4.2. be fully functional at all levels; no "under construction" sites or sections; and
- 2.4.3. shall comply with the applicable legislation requirements of the Agreement.

2.5. **Adjustments in Personal Account.** RICHADS is entitled to make adjustments in Personal Account in one of the following cases:

- 2.5.1. To pay promotions and bonuses,
- 2.5.2. Due to technical reasons,
- 2.5.3. Due to Publisher's fraudulent activity,
- 2.5.4. On the basis of additional agreements with You,
- 2.5.5. Due to advertiser's complaints or refunds,
- 2.5.6. If it relates to the RICHADS property and transactions.

2.6. The Publisher acknowledges and agrees that the RICHADS reserves the right, in its sole discretion, to set any limitation on the distribution or countries supported including by setting a cap, increasing or decreasing the budget per any given period by providing written notice (email correspondence shall be sufficient) to Publisher. The RICHADS would not be held responsible for payment of any amounts that exceed the cap or limitation.

## 3. QUALITY OF CONTENT

3.1. The content of Your website(s)/Traffic source(s) must not include nor be 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 Us in Our sole discretion, including but not limited to the following:

- pornography, adult or mature content;
- illegal activity and/or promotion of illegal activity (i.e. illegal online gambling, how to build a bomb, counterfeiting money, hacking, phreaking, etc.);

- hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.) or otherwise objectionable content;
- violence (including gratuitous violence), profanity, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance and/or promotion of illegal substance;
- drugs or any related paraphernalia;
- adware, malware, viruses, phishing;
- no misleading information and/or other materials, providing false info to the user;
- purchase of weapons/military equipment;
- false or deceptive investment advice, and others;
- intellectual property rights (branch name, trademarks, logo, etc.);
- investment, money-making opportunities or advice not permitted under law;
- material that defames, abuses, or threatens physical harm to others;
- software pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.);
- hacking or phreaking;
- any illegal activity whatsoever;
- any spoofing and/or redirecting of the users in an effort to gain traffic; or
- any other inappropriate activity as determined by Us in Our sole discretion.

3.2. In the case content is placed on Your website(s)/Traffic source(s) that violate the requirements of the Offer, RICHADS reserves the right to withhold and/or deduct payment for a specific and/or all Offers in which Publisher participates, and/or to take immediate legal action against Publisher and/or to impose a monetary penalty based on the damages caused by RICHADS.

3.3. RICHADS does not check or control the activities or contents at Your website(s)/Traffic source(s), but all the Services may be rejected and we reserve the right to delete Your Personal Account, withhold and freeze all fees and remunerations if You engage in fraudulent or illegal activity. Publisher has the sole responsibility for the development, operation, maintenance and all content of Your website(s)/Traffic source(s).

3.4. **Advertisements content verification.** The Publisher acknowledges that the RICHADS is not able to check all Advertisements, proposed to the Publisher, since the Advertisements are prepared by third parties.

3.5. Therefore, the Publisher agrees to review all Advertisements and, if inappropriate content is found, immediately notify RICHADS and request that the respective provider of such ad be blocked. Inappropriate ad content includes (without limitation) material related to:

- 3.5.1. advertising, propaganda or calls for exploitation and abuse of minors;
- 3.5.2. advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior;
- 3.5.3. advertising of high-risk investments, quick enrichment schemes and financial pyramids;
- 3.5.4. advertising, propaganda or calls for illegal activity;
- 3.5.5. advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs;
- 3.5.6. information discrediting the honor, dignity or business reputation of individuals or organizations;
- 3.5.7. advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements);
- 3.5.8. pornographic materials, print media, images or other items of a pornographic nature;
- 3.5.9. 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;

- 3.5.10. advertising, propaganda or calls for using nicotine-containing substances and tobacco products;
- 3.5.11. advertising of weapons and explosives;
- 3.5.12. a call to join religious groups and participate in religious ceremonies;
- 3.5.13. intentional self-harm, mutilation, suicide propaganda;
- 3.5.14. the spread of the illicit trade in human organs;
- 3.5.15. advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities;
- 3.5.16. advertising of goods and services against human rights and freedoms;
- 3.5.17. information or publications containing promotion, propaganda of the cult of violence and cruelty;
- 3.5.18. 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;
- 3.5.19. publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations;
- 3.5.20. criminal or terrorist publications;
- 3.5.21. mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs;
- 3.5.22. information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs;
- 3.5.23. other information, the distribution of which is prohibited by law.

3.6. **Fraudulent activity.** The Publisher acknowledges and agrees that any fraudulent activity within the Services provision aimed at augmenting 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 and/or deduct payment to the Publisher 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 evidences the RICHADS may provide. Publisher 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 Publisher has not provided its proofs within this timeframe, the fraudulent activity is considered valid.

3.7. RICHADS shall not be obligated to remit payment of consideration and/or shall be entitled to a refund if he has evidence of violation of section 3 "Quality of Content" of Agreement by Publisher.

#### 4. PAYMENT TERMS. TRANSACTIONS

4.1. **Payments.** Payments for Publisher depends on the amount of Offers completed during the billing period based on end users Qualified Actions as generated by RICHADS' reporting system (stats), available in Your Personal Account. All reported statistics for the purposes of billing and general delivery reporting are based on RICHADS reporting system only.

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

All payments will be finalized depending on reception of payment from the advertisers. If the advertisers do not make the payment in full then the corresponding amount will not be paid to the Publisher.

4.2. Frequency of payments to Publishers is set by RICHADS at its discretion depending on the Offer, the amount of completed Offers, the duration of cooperation, etc. The payment period is set by RICHADS at its discretion, depending on the method of payment.

4.3. Services provided shall be carried out during each billing period. Duration of each billing period is 1 calendar month.

4.4. **Chargebacks.** In the event of an applicable chargeback and refunds requested by third parties ("**Chargeback**") the RICHADS has the right to deduct such amount from the consideration or withhold the amount or require a refund, as applicable.

4.5. **Dispute Notice.** If the Publisher does not agree with the deduction and/or Chargeback, he shall notify RICHADS of the disagreement ("**Dispute Notice**") without unreasonable delay but not later than 3 calendar days from the moment of information about deductions and/or Chargeback. Following receipt of a Dispute Notice, the Parties will cooperate, in good faith, to reach an amicable solution to such dispute. RICHADS may request evidence including but not limited to sources, screenshots (full screenshots), statistics, creatives. If the Publisher does not provide evidence within 48 hours from the moment of the receipt of a request of evidence, deductions and/or Chargeback is deemed accepted. If the Parties are unable to reach an agreement regarding the discrepancy, then RICHADS stats and reports shall prevail.

4.6. **Reports.** Publisher may track online reports within RICHADS` reporting system in Personal Account, which are only estimated numbers subject to being adjusted after the end of the billing period. In all cases, we will use commercially reasonable methods and practices to, direct and measure traffic. Offers may be adjusted at any time by RICHADS to comply with advertiser`s ad serving stats. At the end of the billing period the reports are frozen and within following 60 days will include the definitive numbers of earnings. For avoidance of doubt, RICHADS`s reporting system (stats) will be prevailing in any case.

4.7. **Minimum payment.** Notwithstanding the foregoing, minimum payment is 100 USD.

If minimum payment amount is not reached, RICHADS will be adding the sum of Personal Account balance to the next payment(s) until the specified minimum payment amount is reached.

If the balance is less the limit above, RICHADS will add the amount to the next payment until account balance will reach specified minimum. The specified minimum amounts can be adjusted with agreement of all Parties hereto however such payments may be subject to banking and administration fees.

4.8. To make payment, the Publisher shall make a request to RICHADS through a personal manager or in another manner set forth by RICHADS. We may, in Our sole discretion, refuse to process a payment (and may place a payment hold) on any part of Your Personal Account for any reason, block Your Personal Account and terminate Agreement, including if we have a reasonable suspicion that You have breached any clause of the Agreement. We also reserve the right to set-off any amount You owe Us, including for breaches of the Agreement.

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

4.10. **Payment details.** Payments are to be made to the Publisher's payment details specified in the Personal Account. The Publisher guarantees that these payment details, including VAT number, are actually the Publisher's payment details, including VAT number. The RICHADS is not responsible if, due to the ownership of the above details to a third party, the payment of remuneration due to the Publisher will be made to an improper person.

4.11. **Invoicing.** Hereby the Publisher expressly orders RICHADS to generate and issue the Publisher`s invoices on behalf of the Publisher. Prior to making any payment to Publisher, RICHADS will generate the invoice on behalf of such Publisher. Furthermore, the Publisher expressly agree that the it will be generated the said invoices based on the stats provided by the RICHADS` reporting system and agree that such stats is accurate, fully and legally compliant for the purposes of invoicing and taxation.

The Publisher undertakes to fully compensate the RICHADS for all losses if, due to payment of remuneration to a third party using the specified details, the RICHADS is forced to pay any fines, penalties, or other property losses due to violations of legislation on the prevention of money laundering, financing of terrorist activities, financing the proliferation of weapons of mass destruction, or other similar legislation.

## 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 Advertisements.** The Publisher acknowledges and agrees that they do not have any rights with regard to the Advertisements provided, except for the limited right to place the relevant materials pursuant to the terms hereof.

6.2. **Rights to the RICHADS` official web-site.** RICHADS grants to the Publisher a non-exclusive, non-transferable, revocable right to use the RICHADS` official web-site only for the purpose and in accordance with the terms and conditions of this Agreement. The Publisher 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.

6.3. **Trademarks.** Nothing in Agreement is intended to grant to the Publisher 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 Publisher above the amount equal to the amount of the latest payment for the Publisher; 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 Publisher 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 Publisher, 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 Publisher 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 Publisher 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. YOU USE THE SERVICE AND RUN PROGRAMS AT YOUR 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. You 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 Publisher hereby acknowledges and agrees that the RICHADS may process the Personal Data of the Publisher's end users.

9.3. The RICHADS agrees in respect of any such Personal Data supplied to it by the Publisher that it shall only act on instructions from the Publisher 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 affiliates.

10.3. Party undertakes not to transmit or transfer the Information 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. You agree, represent and warrant:

- 11.1.1. not to engage in any illegal activity, in accordance with applicable law, whatsoever, is not allowed.
- 11.1.2. You own or have legal rights to participate in Offers and/or use and distribute all Advertisements, content, links, copyrighted material, trademarked materials, products, and services displayed on Your website(s)/Traffic source(s); You agree not to deceive/use to deceive when marketing advertiser's Offers/Advertisement or presenting these Offers/Advertisement to consumers; You have the right, power, and authority to enter into Agreement and grant the rights specified herein;
- 11.1.3. will not, in any way, re-broker any RICHADS Offers throughout the duration of the Agreement and/or at any time after the termination of the Agreement. You hereby agree that RICHADS prohibits and forbids at all times Your use and placement of its Offers on other affiliate networks through/in any way;
- 11.1.4. will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Service, Advertisements, network, tags, source codes, links, pixels, modules or other data provided by or obtained from RICHADS that allows RICHADS to measure Advertisements performance/Traffic and provide its Service/services ("**Site Data**");
- 11.1.5. If instructed to do so by RICHADS and/or if Agreement terminates, You will immediately remove and discontinue the use of any Site Data;
- 11.1.6. You acknowledge that RICHADS does not represent, warrant, or make any specific or implied promises as to the successful use of Service;
- 11.1.7. If You are notified that fraudulent activities may be occurring on Your website(s)/Traffic source(s), and You do not take any actions to stop the fraudulent activities, then You are responsible for all associated costs and legal fees resulting in these fraudulent activities;
- 11.1.8. You will not take any action that imposes, or may impose, in Our sole discretion, an unreasonable or disproportionately large loan on Our technology infrastructure or otherwise make excessive demands on it;
- 11.1.9. You may not disable, circumvent or otherwise interfere with security related features of Our Service or features that prevent or restrict use or copying of any part of Our Service, or which enforce limitations on the use of Our Service;
- 11.1.10. Your website/Traffic source does not contain any sexual or erotic material that depicts persons under the age of 18 or in a manner that suggests that they are under the age of 18;
- 11.1.11. If any errors or undesirable results occur due to no fault of RICHADS, RICHADS shall not be responsible for losses and You may not be compensated;
- 11.1.12. must not make any representations, warranties or other statements concerning RICHADS or advertisers or any of their respective products or services, except as expressly authorized herein;
- 11.1.13. must make sure that Your website/Traffic source does not copy or resemble the look and feel of RICHADS or create the impression that Your website/Traffic source is



endorsed by RICHADS or is a part of the RICHADS Service, without the prior written permission of RICHADS;

11.1.14. must comply with all (i) obligations, requirements and restrictions under Agreement and (ii) laws, rules and regulations as they relate to Your business, Your website(s)/Traffic source(s) or Your use of the Service;

11.1.15. must comply with all the terms, conditions, guidelines and policies of RICHADS and relevant Offer;

11.1.16. Always prominently post and make available to end users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Service and the provision of such personally identifiable information to RICHADS and advertisers for use as intended by RICHADS and advertisers;

11.1.17. Always prominently post and make available to end users any terms and conditions in connection with the Offer set forth by RICHADS, or as required by applicable laws regarding such Offers.

11.1.18. 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 RICHADS.

11.2. Hereby You irrevocably authorize RICHADS to transfer a request received by RICHADS to provide information for the payment directly to Your financial institution available;

11.3. Publisher undertakes to ensure that its technical preferences/technical platform supports the traffic directed to Advertisements of Offers through Our Service. RICHADS takes no responsibility for all the consequences in the event Your technical preferences/technical platform cannot support the traffic directed to Your website(s)/Traffic sources(s). You shall test Your website/Traffic source to insure its correct appearance in different web browsers, devices or systems and optimize it if necessary.

11.4. You acknowledge 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 Your breach of contract. Such losses may be deducted from the balance of Your Personal Account in the Service.

## 12. MISCELLANEOUS

12.1. **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.

12.2. 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.

12.3. 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 you when signing up for the Service by certified mail, fax, email or courier.

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

12.5. 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.

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

12.7. 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.

12.8. You agree on using of any communication method (email message/SMS message/phone) with contact details provided in Your 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.

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

12.9.1. change their VAT registration number;

12.9.2. cease to be VAT registered;

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

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

RICHADS LTD

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