

Terms and Conditions

Effective Date: 01/09/2025

By accessing this website and using our Services, you agree to be legally bound by these Terms and Conditions and our Privacy Policy. You are responsible for ensuring that any individual who accesses our website through your internet connection is aware of and adheres to these Terms and Conditions and our Privacy Policy.

Rize Ads may amend these Terms and Conditions at any time, without requiring the Advertiser's prior consent. Any amendment shall become effective immediately upon its publication on Rize Ads' website or upon notice to the Advertiser, whichever occurs first. The Advertiser shall be deemed to have been notified of the amendment upon such publication or notice, regardless of actual receipt. Continued use of the Services after the amendment becomes effective constitutes the Advertiser's full and unconditional acceptance of the amended Terms and Conditions.

By signing up, registering or otherwise enrolling as an advertiser of Rize Ads, the Advertiser (as defined below), its agents, representatives, employees and any other person acting on its behalf with respect to the use of the Service shall be bound by – and agrees to be bound by – this Agreement to the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which the Advertiser may purport to apply or which are endorsed upon any correspondence or documents issued by Advertiser irrespective of their date of communication to Rize Ads.

1. Definitions

1.1 **Ad Space** the advertising inventory, placements, digital properties, traffic sources, and media channels made available by the Publisher for displaying Advertisements.

1.2 **Advertisement** means any creative materials, ad content, landing pages, links, tracking tags, pixels, scripts, or other advertising assets provided by the Advertiser for use under this Agreement.

1.3 **Advertiser** means the legal entity entering into this Agreement and purchasing advertising services from the Publisher.

1.4 **Agreement** means these Terms and Conditions, as well as all appendices and amendments thereto, including the Insertion Order(s) signed by the Parties.

1.5 **Booking** means all media bookings agreed by the Parties through signed IO.

1.6 **Confidential Information** means any non-public, proprietary, technical, business, financial, commercial, or other information disclosed by one Party ("Discloser") to the other Party ("Recipient") in any form (including written, electronic, verbal, visual, digital, machine-readable, or through access to systems), that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential.

Confidential Information includes, without limitation:

- (a) campaign data, performance data, pricing, conversion rates, targeting methods, traffic sources, technology, know-how, software, code, algorithms, business models, customer lists, vendors, partners, operational processes, security procedures, and contractual terms;
- (b) all information relating to the Services, Deliverables, or any discussions between the Parties; and
- (c) any analyses, summaries, reports, or other materials prepared by the Recipient that contain or reflect Confidential Information.

Confidential Information does not include information that the Recipient can demonstrate by written evidence:

- (i) was publicly available at the time of disclosure or becomes publicly available through no breach of this Agreement;
- (ii) was already lawfully in the Recipient's possession without confidentiality obligations before disclosure by the Discloser;
- (iii) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information; or
- (iv) is lawfully obtained from a third party without breach of any duty of confidentiality.

Notwithstanding the above, the Recipient may disclose Confidential Information if required to do so by law, regulation, court order, or governmental authority, provided that (to the extent legally permitted) the Recipient gives the Discloser prompt written notice and cooperates in limiting the scope of such disclosure.

1.7 **Deliverable** means the measurable results delivered by the Publisher, including impressions, clicks, leads, installs, conversions or other actions as defined in the IO.

1.8 **Effective Date** means the date upon which this Agreement becomes operational and binding upon the Parties hereto. This Effective Date shall be explicitly stated in the IO.

1.9 **Insertion Order**, or **IO** means mutually agreed insertion order that incorporates these Terms and Conditions, which contains essential terms of Booking and under which Rize Ads will deliver Advertisements on Ad Space for the benefit of Advertiser.

1.10 **Publisher**, or **Rize Ads** means Rize Ads, Inc.

1.11 **Service**, or **Services** means the advertising, traffic acquisition, media buying, targeting, optimization, and related services provided by the Publisher under this Agreement.

1.12 **Website** means the website located at <https://www.rizeads.io>, including all of its pages, subdomains, mobile versions, and any successor or replacement websites controlled or operated by the Publisher.

2. The Subject of the Agreement

In accordance with this Agreement, the Parties may from time to time enter into Insertion Orders (IOs).

As applicable, each Insertion Order (IO) will outline: (i) the types and quantities of Deliverables, (ii) the respective prices for those Deliverables, (iii) the maximum budget allocated for expenditure under the IO, (iv) the commencement and conclusion dates of the campaign, and (v) relevant contact details. Other elements that may be incorporated include, but are not limited to, reporting obligations, any specific scheduling for ad delivery, and/or requirements for ad placement.

3. Advertisement

3.1 Advertiser grants Publisher a limited, non-exclusive license to use, display, transmit, and distribute Advertisement and its associated content solely to fulfill the advertising services specified in this Agreement. This usage must be as requested by Advertiser and in accordance with this Agreement.

3.2 Any modifications to Advertisement or its links do not require prior written consent from Advertiser.

3.3 The specific placement of Advertisements by Publisher is specified in the Insertion Order and does not need any special approval from Advertiser.

3.4 Publisher will not be responsible for any unauthorized use of Advertisement, such as displaying it in prohibited locations or on any media that Advertiser has expressly blacklisted, unless it is resulted from gross negligence or willful misconduct.

3.5 Publisher shall take all reasonable measures to cease the use of any Advertisement that is in violation of this Agreement.

4. General Rules & Restrictions

In order for a Deliverable to be considered "Valid", it must meet all the requirements outlined in a Booking and the following specific conditions:

- All campaign specifications must be strictly followed;
- Payment processors handling transactions for such leads must not flag them as fraudulent;

Misleading or fraudulent practices. Publisher will make reasonable efforts to avoid misleading or fraudulent practices, including but not limited to false free offers, deceptive competitions, brand infringement, unauthorized use of third-party trademarks, clickjacking, typo-squatting, likejacking, iframe masking, false redirects, illegal content lockers, spam, malware, spyware, adware, ransomware, scareware, or other deceptive tactics. As a general rule, free trials should not be offered or implied.

Advertisements suggesting that a user's device may be infected with a virus or offering fake virus scans are discouraged. Additionally, advertising in certain contexts, such as sites associated with illegal file sharing or content related to racism, violence, or hate speech, may not be supported.

Incorrect URLs. Advertiser is not responsible for campaigns that include incorrect URLs, subject lines, or advertisements that have not been reviewed and approved according to Section 3 or that have been modified without Advertiser's written consent.

Overwriting first-party cookies. It is recommended that first-party cookies not be overwritten for 24 hours if a second click is initiated through an advertisement and tracking links remain unaltered and are only activated through deliberate user interaction.

Popunders, sub-sites, and affiliate cookies. Publisher is advised not to use Advertiser's websites as a "popunder" or "sub-site." Affiliate cookies should only be set in connection with a deliberate user click.

Email traffic. Double opt-in is recommended for email traffic. In cases of spam complaints, reasonable efforts should be made to provide opt-in verification.

Hosting and implementing Advertisement. If Publisher chooses to host an Advertisement, efforts should be made to follow the guidelines provided by Advertiser.

Brand bidding and adware/spyware. Publisher should avoid brand bidding and delivering ads based on keywords that include Advertiser client trademarks and should not engage in adware or spyware distribution, either directly or through third parties.

Advertiser shall procure that each campaign shall be localized properly. Advertiser represents and warrants that the campaign and the Advertisement are in accordance with the following minimum requirements: the campaign and Advertisement

- (i) are translated in the correct languages, applicable for the countries where campaigns take place;
- (ii) are in complete conformity with any and all national and state laws and legislations of those countries;
- (iii) are in complete conformity with any and all regulations of any body charged with the enforcement of a (statutory) regulation, including without limitation regulations applied by rating bodies (e.g. ESRB, USK, etc.)
- (iv) are provided with applicable age rating. The Advertiser shall indemnify Rize Ads against and hold it harmless from any claim from any third party relating to the aforementioned guarantees and on any other grounds.

5. Fees and Payment Terms

5.1 Tariffs. The rates are set by Publisher, are regularly updated, and are communicated to Advertiser at the time of Insertion Order approval.

5.2 Payment Method. Unless otherwise agreed by the Parties in writing, Advertiser will pay Publisher by wire transfer in US dollars or by USDT (ERC20 and TRC20) subject to Publisher's consent.

5.3 Invoicing and Payment Schedule. Subject to the terms of the campaign specified in the IO, Advertiser pays for the services of Publisher on a post-payment basis after accepting the services provided. Payment will be made based on Publisher's invoice within the payment term specified in the IO. Before making a payment, Advertiser must ensure that the service has been properly provided with the appropriate quality and that all Deliverables provided by Publisher comply with the terms of the IO.

5.4 Taxes. Each party shall be responsible for and pay its own income taxes, sales and use taxes, value-added taxes, and any other taxes, license or registration fees, duties, and other similar assessments or charges levied or imposed by any jurisdiction as a result of the execution of this Agreement, the performance of any obligations under this Agreement or the transfer of any property, rights or any other grant under the terms of this Agreement.

5.5 Certificate of Acceptance. Upon Publisher's request, Advertiser undertakes to sign a service acceptance certificate, provided that such request shall not be made more than twice per calendar year.

6. Warranties

6.1 Advertiser Warranties. Advertiser represents, warrants, and covenants to Publisher that:

- Advertiser possesses all rights, titles, and interests in, or has the full right and authority to permit the use of Advertisement.
- To the best of Advertiser's knowledge, Advertiser's content and any trademarks used in connection with the Agreement do not and will not infringe upon the rights of any third party.
- Advertiser does not have a permanent establishment in the United States of America, nor does it conduct or carry on business activities, provide services, or maintain operations within U.S. territory.
- Neither Advertiser nor any of its clients are located in, organized under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive U.S. sanctions, including but not limited to Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine. Furthermore, Advertiser certifies that it does not and will not use the services provided by Publisher to benefit, directly or indirectly, any individual or entity subject to U.S. sanctions or listed on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, or any other restricted party list administered by

the U.S. government. Additionally, Advertiser confirms that it is not acting for, representing, or facilitating transactions on behalf of any such sanctioned person, group, entity, or nation, including those designated as terrorists, blocked persons, or specially designated nationals pursuant to any law or regulation enforced by OFAC.

6.2 Publisher Warranties. Publisher represents, warrants, and covenants to Advertiser that:

- All data provided by Publisher is true, complete and accurate.
- To the best of Publisher's knowledge, Advertisement will not infringe upon the rights of any third party, and its use will not violate the rights of any third party.

7. Term and Termination

7.1 This Agreement shall be effective indefinitely, starting from the Effective Date.

7.2 Either Party may terminate this Agreement at any time, effective immediately upon notice, mutual agreement of the Parties, or if any Party:

- (a) Becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or
- (b) Breaches any material responsibilities or obligations under this Agreement and fails to remedy the breach within twenty (20) days of receiving written notice.

7.3 Upon expiration or termination of this Agreement:

- (a) Each Party shall return or, if requested by the disclosing Party, destroy all Confidential Information of the other Party; and
- (b) All rights and obligations of each Party under this Agreement, except for the Services, shall survive, other than as provided herein.

7.4 Publisher has the right to suspend the Service with or without cause at any time; for example, in the event that one of the following situations occurs and for at least the duration of this situation and the duration of its resultant effects:

- the Advertiser's company name, VAT number, address and contact persons are not filled out properly in Publisher's database.

- the registration form is not completed properly and/or submitted by duly authorized representative(s) of the Advertiser.
- the Advertiser for whatever reason does not/no longer duly and effectively comply with the code of conduct or the notice of takedown procedure of Publisher.
- the Advertiser has not fulfilled any of its obligations under the Agreement.

Suspension of the Services for any reason shall not entitle Advertiser to any refund, credit, compensation, damages, or termination rights, and shall not affect Advertiser's obligation to pay for all Services already delivered.

7.5 This Agreement shall remain in effect until either Party explicitly terminates the Agreement as outlined in Provision 7.2, or a new Agreement is executed by both Parties.

8. Limitation of Liability

8.1 IN NO EVENT WILL RIZE ADS OR ANY OF ITS SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF RIZE ADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARISE DIRECTLY AND SOLELY FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF RIZE ADS:

(i) RESULTING FROM YOUR USE OF THE SITE, OPERATION OF A PROGRAM, OR DISPLAY OF PROGRAM CREATIVE ON YOUR MEDIA. THIS INCLUDES BUT IS NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; OR

(ii) ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES.

8.2 In no event will Publisher be liable for defects in the Service, interruptions in accessibility to the Service or Website, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components; or for any damage caused by viruses or components of software and/or an Advertiser's website. Publisher shall not be liable for any error in the implementation of the links on an Advertiser's website. Additionally, Publisher has no control over, and shall therefore not be liable for, the acts or omissions of any other affiliates or publishers, whether within or outside its network, or any other third parties. Publisher shall not be liable in any way for any agreements made directly between an Advertiser and any third parties.

8.3 If and to the extent any exclusion or limitation of liability or disclaimer of warranty set out in this clause 8 shall not be allowed under applicable law, such exclusion, limitation or disclaimer will not apply to the Advertiser, but only to the extent it shall not be allowed. In such case, such exclusion, limitation or disclaimer shall be limited to the extent required by applicable law.

8.4 Except to the extent that liability cannot be limited under applicable law, any and all liability of Publisher is limited to the amount paid out, if any, under its liability insurance coverage in the matter concerned. In the event and to the extent that no money is paid out under its liability insurance for whatever reason, any and all liability of Publisher shall be limited to a maximum amount of USD 1,000 (one thousand US dollars).

8.5 In any event, a claim on Publisher shall lapse in case Publisher did not receive written notice of such a claim no later than within twelve months after the earlier of (i) termination of the Agreement and (ii) the discovery by Advertiser of an event or circumstance that gives or may give rise to that claim.

8.6 The Advertiser shall indemnify and hold Publisher, its subsidiaries, and each of their respective officers, directors, partners, members, managers, employees, agents and attorneys harmless from and against all third-party claims that arise from or are in any way connected to the Services from the Advertiser, unless such claims result from willful misconduct or gross negligence by Publisher. Indemnification shall include, without limitation, all costs related to legal defense, regulatory inquiries, audits, investigations, penalties, administrative proceedings, settlement payments, internal resource costs, expert fees, and any other expenses incurred by Publisher.

8.7 Under no circumstances will Publisher, or any of its subsidiaries, affiliates, partners, licensors or suppliers be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the White Label.

8.8 THE PROGRAM AND SERVICE, AND THE INFORMATION, CONTENT, AND SERVICES THEY CONTAIN ARE PROVIDED "AS IS" WITHOUT WARRANTY. YOU USE THE SERVICE AND RUN THE PROGRAM AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIZE ADS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) REGARDING THE PROGRAM'S OPERATION AND THE INFORMATION, CONTENT, AND SERVICES PROVIDED BY RIZE ADS (INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). RIZE ADS DOES NOT

REPRESENT OR WARRANT THAT THE INFORMATION IT PROVIDES (EITHER ON ITS WEBSITE OR THROUGH OTHER CHANNELS) IS ACCURATE, COMPLETE, OR CURRENT.

8.9 The payment by Advertiser of any invoice issued in accordance with this Agreement shall constitute final, irrevocable, and unconditional confirmation that the Services provided by Rize Ads and specified in the invoice have been duly rendered, fully performed, and definitively accepted without any reservations, complaints, or outstanding or anticipated claims. By making such payment, Advertiser confirms that it has reviewed and assessed the Services and has no claims regarding their quality, quantity, or timeliness, and expressly waives any present or future right to dispute the Services on any grounds, including but not limited to inefficacy or deviation from Advertiser's expectations or business outcomes. For the avoidance of doubt, all amounts and Fees payable under this Agreement shall be paid in full, without any withholding tax, VAT, or deduction of any kind. If any taxes (including withholding taxes) are required to be withheld under applicable law, Advertiser shall gross up the payment so that Rize Ads receives the full amount of the invoice issued. Advertiser shall not withhold, reduce, offset, delay, or deny any payments for traffic deemed artificial or invalid, and any determination of artificial traffic shall not affect the payment obligations of Advertiser for invoices issued and accepted under this Agreement.

9. General Provisions

9.1 Force Majeure. Neither Party shall be held responsible to the other for any failure or delay in fulfilling its obligations under this Agreement due to telecommunications, internet, or network outages, computer hacking, acts of God, fires, storms, warfare, governmental actions, labor disputes, earthquakes, natural disasters, or any other circumstances that are beyond the reasonable control of that Party.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law rules. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Delaware and waives any objection to such jurisdiction, including objections based on the grounds of inconvenient forum or lack of personal jurisdiction.

9.3 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law, the remainder of this Agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision

whenever possible. Each provision of this Agreement shall be interpreted to be effective and valid under applicable law whenever possible.

9.4 Notices. All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the IO, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.