

Terms of Use

ADNOW LLP (“Adnow”) is an advertising agency offering a platform for interaction between webmasters (advertising distributors) and advertisers on the Website push.adnow.com (hereinafter “Website” and “service” respectively).

The use of the Website of push.adnow.com is subject to the compliance with these Website Terms of Use (hereinafter “Conditions”, “Terms” or “Agreement”). These Terms shall also apply for any trial use of the service. By using the service you agree to these Terms. If you do not agree to these Terms, please refrain from any use of this service.

These terms include the terms of use of the Website by Advertiser for the above purposes.

Adnow reserves the right to amend the terms of use at any time by posting updated Terms of Use on the Website, without any prior notice to Advertisers by e-mail or otherwise.

It is the user’s responsibility to regularly check Website for any updates in Terms Of Use. The user is deemed to have accepted such changes by default while continuing to use the Website after the publication of these changes on the Website.

Definitions

“Ad(s) or Advertisement(s)” – means graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders, and video advertisements or similar generated by Advertiser.

“Advertiser” – means a party that has decided to enter into this Agreement and to assigns Adnow to provide online services in accordance with the terms and conditions of this Agreement.

“Advertiser Account” / “Account” – means the Advertiser’s account at Website for deposit of money and managing of campaigns.

“Content” – means all ad content, related technology and tags provided by Advertiser that

are subject to the Services under this Agreement.

“Effective Date” – means the date of adoption by Advertiser terms of this Agreement or in the absence of its signature, the date when the Advertiser set up an Advertiser Account with Adnow.

“Confidential Information” – will include any information, whether provided in writing, orally, visually, electronically or by other means, related to the services and/or business of a party and is treated as confidential or secret by the party, including but not limited to (i) all information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing party (“Discloser”) when given to the receiving party (“Recipient”); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

“Campaign” – means certain actions set up by an Advertiser to increase traffic to the Advertiser or its affiliate website, sales and/or attracting new customers.

Creating and using an account

By registering as an Advertiser on the Website, you acknowledge and confirm that you are at least 18 years old or under the jurisdiction of your country of residence, your age allows you to use the service, and you are fully capable and fully agree with these Terms of Use. If you represent the interests of a legal entity for the purpose of which you create an account, you hereby certify that you are a legal representative of this legal entity.

The account owner is solely responsible for the use of the account and shall comply with all rules set forth in these Terms of Use of the Website, as well as all other terms of use posted on the Website.

As part of the registration process, you will need to provide an email address and create a password to log into the system. You acknowledge that for the registration purposes you use your personal e-mail address, and no third party has access to your email and your account. Adnow may refuse the use of a specific account name or email address during the registration without providing any ground. You are solely responsible for the accuracy of your personal information and agree to keep your password and account information confidential. Failure to do so will constitute a breach of these Terms and Adnow reserves

the right to cancel your account. You agree to immediately notify Adnow of any unauthorized use of your account or any other breach of security, including, but not limited to, the theft or unauthorized disclosure of your password. In addition, you acknowledge and agree that you will be responsible for all activity performed on your account.

Adnow reserves the right to terminate or suspend access to your account at any time. The reasons include, but are not limited to, your violation of any of these Terms, including payment terms, and if we are unable to verify any information provided by you to Adnow, and if we assume that your actions are illegal, fraudulent, abusive, or may result in legal liability or other damage to Adnow or any third party.

Intellectual property

Adnow grants you a non-transferable, non-exclusive limited license to use the Website in order to implement advertisement activities, but does not entitle you to any other commercial activities or otherwise use the Website or any part thereof.

Your license is valid until the termination of the use of the Website. This license will terminate if you fail to comply with any terms of use of the Website. Additionally, Adnow will have no obligation to provide you notice of such termination.

Adnow, as the owner of the Website, also has other rights in addition to the above. You may not alter, modify, manipulate or create derivative works of Adnow or any of our graphics, creative, copy or other materials owned by, or licensed to Adnow in any way. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Adnow' trademarks, service marks, copyrights, patents or trade secrets. You agree that we may use any suggestion, comment or recommendation you choose to provide to Adnow without compensation. All rights not expressly granted in this Agreement are reserved by Adnow.

The content, graphics, design, compilation, and other matters related to the Website of Adnow are protected in accordance with the laws of copyright, trademarks, and another proprietary (including but not limited to intellectual property) rights. Copying, reproduction, framing, use or publication of any such matters or any part of the Website is strictly prohibited.

Advertiser's Representations and Warranties

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

In case of violation of its obligations under present Agreement by Advertiser, Adnow reserves the right to stop providing services and withhold Advertisers' remuneration or account balance or fine.

Advertiser accepts and acknowledges the full responsibility in the event that the Contents in a Campaign would be deemed invalid or illegal in any applicable jurisdiction.

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.

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

Advertiser undertakes to ensure that its servers support the traffic directed to ad campaign through our service. Anyway, Adnow takes no responsibility for all the consequences in case your servers cannot support the traffic directed to your website.

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

Hereby You agree not to grant any third parties the opportunity to place Ads that violate the requirements of the legislation, as well as ethics and morality rules. You shall bear all the

expenses and losses incurred from Your illegal use of copyrighted materials (including Ads, trademarks, etc).

You warrant not to use automated tools, including robots, scripts, or spiders, for generation of the inquiries or gather information from the interface of the Website.

Hereby You warrant that You will not use the Website interface for any purposes that violate any applicable laws or rights of any third parties, including its intellectual property.

You grant NOT to modify, adapt, translate, disassemble or otherwise attempt to derive the source code of any software, used on the Website.

Hereby You represent and warrant to provide Adnow with all the documentation or its equivalents, needed for identification of the parties, ascertainment of the legal fact and fulfillment of its obligations under this Agreement, within 15 business days from the date of the request. In certain cases, we may withhold all payments until we will receive relevant documentation from you.

Fraudulent Activity

You are expressly prohibited from using any means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with the Services or exceed your permitted access to Adnow Website. It's prohibited to have more than 1 account per advertiser/agency.

You are prohibited from any practice of disguising (cloaking) an Ads with different content or landing page. Adnow shall have the right, in proven cloaking attempts, to ban Your Advertiser Account, to withhold account balance and to take all necessary legal actions to restore the damage caused by this violation. In any case, Adnow shall make all determinations about fraudulent activity in its sole discretion.

Rejection of Campaign Content

Adnow has, in its sole discretion and without any liability, the right to deny any advertising material or Content that includes or based on any inappropriate or illegal content such as, including but not limited to, the following examples:

- pornography, adult or mature content involving minors or persons who look like minors;

- illegal activity (i.e. how to build a bomb, hacking, “phreaking”, etc);
 - hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality- based or personal, etc.);
 - violence, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance;
- drugs or any related paraphernalia;
- adware, malware, viruses, phishing offers;
 - creatives should not contain the words like “your software is outdated”, “your device is infected”, “viruses found” etc. No misleading ads, providing false info to the user;
- purchase of weapons/military equipment;
- false or deceptive investment advice, and others;

If Advertiser provides software for a campaign, it shall be free from any spy- or malicious software and comply with the terms and conditions under the present Agreement. In confirmation of this fact, the Advertiser can provide duly executed SSL-, or Code sign certificate.

Advertiser will defend, indemnify and hold Adnow or its affiliates and representatives harmless from any damages, liabilities, costs, and expenses (incl. attorneys’ fees) resulting from any claim, judgment or proceeding brought by a third party.

In the case where advertisements are placed in such locations, Adnow reserves the right to withhold payment for the entire campaign, withhold account balance and any other remuneration and/or submit an immediate legal action against Advertiser and/or set a financial penalty, based on the damages caused to Adnow.

In order to be eligible to become an Advertiser of software or other application (API), Your software or application (API) must meet the following criteria:

- not to generate or facilitate unsolicited bulk commercial email;
- not to violate, or encourage the violation of, the legal rights of others;
 - not to be used in any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
 - not to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items

of a destructive or deceptive nature (i.e. malware);

- it must not to alter, disable, interfere with or circumvent any aspect of the software of third parties or advertisement services particularly.

Advertiser will make all reasonable efforts to prevent unauthorized use of its software or application and to terminate any unauthorized use. Advertiser will promptly notify Adnow of any unauthorized use of, or access to, the software or application of which it becomes aware.

Advertising software shall be installed only with the consent of the user and shall provide the ability of its removal without special additional programs.

Advertiser further acknowledges and accepts that Adnow may stop a Campaign in case Advertiser's website includes inappropriate content as described above.

You, as an Advertiser, are entirely responsible for all content of the advertisement you are sending for display. Adnow does not check the content and is not responsible for the accuracy, integrity or quality of any content. Under no circumstances Adnow shall be responsible in any way for any Content, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as a result of the use of any content. You agree that you must evaluate, and bear all risks associated with the use of your advertising materials.

Links to Third Party websites

The Website may contain links or direct you to the websites owned or operated by third parties ("third party websites"). We do not control and do not accept any responsibility for the operations of these third party websites and their properties, neither are we responsible for the content of these websites. You are using these third party websites at your own risk.

Indemnification

Advertiser agrees to indemnify and hold Adnow, its affiliates, subsidiaries, successors and assigns harmless from any and all claims, actions, judgments or liabilities arising out of or in connection with Advertiser's Campaign, any breach of this Agreement by Advertiser

and/or of any representation, warranty or agreement in this Agreement.

Statistics

In the account, in real time, the Advertiser can view interactive reports which are part of the reporting system of Adnow. In all cases, we will adopt commonly used methods and practices to guide and measure the traffic.

Payments Policy

Rates for advertising campaigns are calculated on the basis of its pricing model, a frequency of impressions, ads placement, number of acquisitions, GEOs and other campaign terms.

The Advertiser prepays the advertising campaign based on the rates calculated on the basis of its pricing model by Adnow.

Payments currency is the US dollars.

Adnow provides the ability to perform payments by using payment service providers. Advertiser shall have the right to select any payment service provider available. You agree that Adnow is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction. All payments to Adnow include the above-mentioned fees and commission, if applicable.

Advertiser is responsible for all applicable taxes associated with provided ad services, other than taxes based on Adnow income. Advertiser shall indemnify Adnow against all losses suffered or incurred by Adnow arising out of or in connection with any payment made to Adnow.

Refund policy

Refund could be applied only upon written request containing reasons for your refund to support.push@adv.adnow.com in following cases:

- Ad 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 Adnow administration.
- The Advertiser may request to stop the campaign. In such an event the Advertiser must request all the advertisements to be locked first, the campaign is stopped and send a request to support.push@adv.adnow.com

Refund will be made in the amount of unused funds. Amount must be calculated based on Adnow`s reporting system.

A refund request will be considered legitimate ONLY if it has been sent from the email used for Advertiser`s account registration.

Refund is not acceptable in case the Advertiser breaches the Terms of Use, Privacy Policy or other terms and conditions agreed by the parties.

All funds credited to the account of the Advertiser within the frame of participation in bonus programs or similar actions of Adnow are non-refundable in any case and subject to the terms and conditions of such programs.

Disclaimer

Adnow takes no responsibility for uninterrupted operations of the Website under any circumstances. Website maintenance activities may occur at any time. The Website does not bear responsibility for the actions of the Webmasters under any circumstances. Adnow can block Advertisers in case of violation of the rights of third parties by the content of the advertising materials, which will be known to the Website, as well as in the

case of delay in payment.

Statistics on the advertisement activity operated on the Website is deemed to be the only reliable source of data.

Force majeure

Neither Party shall be liable to the other because of failure or delay in the performance of their obligations under this Agreement due to force majeure, including, but not limited to, fires, hurricanes, war, governmental action, strikes, labour strikes, earthquake, natural disasters, or any other reasons arising beyond the reasonable control of that Party.

Adnow.com may at any time change these Terms of Use. The changes become effective immediately upon posting on the Website.

Confidentiality

Each Party (a "Receiving Party") understands that the other Party (a "Disclosing Party") may disclose information of a confidential nature including, without limitation, product information, data, pricing, financial information, software, specifications, research and development and proprietary algorithms or other materials that is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information").

The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance. Neither party will make any public announcement regarding the existence or content of the Agreement without the other's prior written approval.

The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

The foregoing obligations under this section 11 shall not extend to any information to the

extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was or is lawfully received by the Receiving Party from a third Party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information or (v) express written consent has been given prior to disclosure.

In the event that the Receiving Party is required to disclose Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party shall promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information.

Upon termination or expiration of this Agreement, upon the request of a Disclosing Party, the Receiving Party agrees to return to the other all of such other Party's Confidential Information, or to certify to the Disclosing Party in writing that all such material has been destroyed, however, destruction is only permitted after Disclosing Party's prior approval.

Cancellation

Adnow shall be entitled, with immediate effect, to stop Advertiser's Campaign or to prematurely terminate this Agreement in writing where: (a) Advertiser uses the Website in a manner that entails the perpetration of a crime; (b) Advertiser uses the Website in a manner that occasions losses or the risk of loss for Adnow or any third Party; (c) it may be reasonably assumed that Campaign violates governing law; (d) notwithstanding reminders, Advertiser fails to pay agreed fees or any other remuneration to Adnow within a stated time; (e) Advertiser otherwise fails to comply with this Agreement and such breach of contract is material; or (f) Advertiser is placed into insolvent liquidation or is otherwise insolvent.

In this case, Adnow shall have the right to block your account immediately and to withhold the remaining funds at your account as a fine.

You acknowledge and agree that in case of Your account been deleted at any reason it doesn't mean that user data would be erased too.

Law and jurisdictions

This Agreement and the subsequent relationship between Adnow and Advertisers shall be interpreted in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.

Miscellaneous

Present Agreement is the principal document in legal relationship of the Parties and shall be deemed an entire agreement of the Parties. In case of contradictions in using Website, present Agreement shall prevail in any case.

Relationship between the Parties. The relationship between the Parties will be that of independent contractors and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other forms of legal association between the Parties. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

Waiver clause. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant or representation contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant or representation.

Survival of Representations and Warranties. The representations and warranties of Advertiser set forth in this Agreement hereof shall survive closing for a period of one (1) year from the termination date (the "Survival Period").

No claim for a breach of any representation or warranty by Adnow shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was disclosed to Advertiser and/or actually known by Advertiser prior to termination.

Headings. Headings to sections and subsections in this 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.

These Terms of Use is effective as of July, 03, 2019.