#### TERMS OF SERVICE

Updated: 18.08.2025

BEFORE ACCESSING OUR SERVICE OR SIGNING UP ON THE PLATFORM, YOU MUST CAREFULLY REVIEW THESE TERMS OF SERVICE. BY TICKING THE CHECKBOX AND CLICKING THE "I'VE READ AND ACCEPT" BUTTON, OR BY STARTING USING OUR SERVICE IN ANY MANNER, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL RELATED PROVISIONS. IF YOU DO NOT AGREE, YOU MUST NOT USE OUR SERVICES.

These Terms of Service (hereinafter "Agreement") are made by and between you (hereinafter "Advertiser", "you", "yours") and

FATADS LTD, a company incorporated and existing under the laws of the Republic of Cyprus, bearing company registration number HE447431, with its registered office located at Spyrou Kyprianou, 78 Magnum Business Centre, 3rd floor 3076, Limassol, Cyprus (hereinafter "FATADS"), facilitating the delivery and management of online advertising campaigns. FATADS services include the facilitation of placing the Advertiser's Advertisements on digital media and online platforms owned or operated by third-party Publishers, through the use of the Platform, in accordance with the Application Form submitted by the Advertiser (hereinafter "Service").

# 1.The scope of the Service

- 1.1 FATADS provides advertisers with access to a streamlined, performance-driven advertising platform, enabling the placement of digital ads across a network of third-party publishers. The Advertiser may utilize the Service to promote its products or services by uploading Advertising Materials via the Platform.
- 1.2 To begin using the Service, Advertisers must complete a registration process and create an account on the Platform. This may be done independently or in coordination with an assigned Account Manager. Advertisers are expected to provide accurate, current, and complete information and are prohibited from using false identities or impersonating others. If the individual registering the account is acting on behalf of a company or organization, they must have the authority to enter into binding agreements on its behalf. FATADS reserves the right to approve or decline any registration request at its sole discretion.

FATADS shall not be liable for the use of inaccurate information provided by the Advertiser during registration on the Platform. If instances of such inaccurate information are identified, FATADS is authorized to suspend the provision of the Service. This limitation of liability by FATADS extends to the individual who provided the inaccurate information and to the individual whose data was submitted.

- 1.3 Use of the Service is only available to individuals who are at least 18 years of age and legally permitted to engage in commercial activities under the laws of their local jurisdiction. By registering, Advertisers confirm they meet these requirements and take full responsibility for compliance. While FATADS does not verify eligibility, it disclaims any liability resulting from misuse or unauthorized access.
- 1.4 Advertisers are responsible for maintaining the confidentiality and security of their account credentials. Accounts may not be transferred or shared without prior written approval from FATADS. Any action taken through the Advertiser's account including changes to campaigns, budget allocations, and platform activity will be considered authorized. FATADS will not be responsible for any losses or damages resulting from unauthorized access due to the Advertiser's negligence.

- 1.5 Any changes to the Service setup such as campaign adjustments, budget modifications, or feature requests must be submitted via the Platform's built-in tools and interfaces. This ensures timely execution, tracking, and operational accuracy.
- 1.6 Advertisers are expected to maintain sufficient server capacity and technical infrastructure to support incoming traffic driven by their Advertising Campaigns. FATADS will not be held liable for any negative impact caused by underperforming or overloaded Advertiser systems.
- 1.7 The Platform is delivered entirely online, without the need for any software installations or hosting by the Advertiser. Certain integration files or tracking elements may be shared to ensure smooth technical cooperation, but the Platform itself remains cloud-based and fully operated by FATADS.
- 1.8 This Agreement outlines a Software-as-a-Service (SaaS) relationship. The Advertiser receives access to the Platform solely for the purpose of using the Services described herein. No rights, licenses, or ownership over the Platform or its technology are transferred. The Platform is operated and controlled exclusively by FATADS under applicable rights.
- 1.9. By submitting Advertising Materials, the Advertiser expressly authorizes FATADS to facilitate their integration, delivery, and display across Publisher Property. In doing so, the Advertiser grants FATADS a non-exclusive, royalty-free, worldwide, freely assignable and sub-licensable license to use, reproduce, modify (as necessary for technical compatibility), transmit, publicly perform, and display the Advertising Materials across any applicable format, size, or device.
  - 1.10. The Advertiser remains exclusively and entirely responsible for:
  - (i) the content, design, accuracy, legality, and compliance of the Advertisements;
- (ii) the destination URLs, websites, landing pages, applications, or other digital assets to which users are redirected upon engaging with the Advertisements;
  - (iii) the products, services, offers, or representations being promoted; and
- (iv) any claims made therein, including user interactions, transactions, or consequences arising from such content.

The Advertiser represents and warrants that all submitted Advertisement content will comply with applicable laws, industry guidelines, and platform standards, and will not infringe the rights of any third party.

- 1.11. FATADS does not guarantee or warrant the delivery or performance of any Advertisement, including:
- (i) its specific placement, timing, positioning, prominence, or visibility within any Publisher Property; or
- (ii) any particular volume of impressions, views, conversions, user interactions, click-throughs, or other performance metrics;

FATADS reserves the right, at its sole discretion, to remove or suspend the delivery of any Advertisement that may violate this Agreement, applicable policies, or the Publisher's requirements.

### 2. Payment Terms and Refund Policy

2.1. The Advertiser is responsible for managing their Personal Account and ensuring there is sufficient balance to prepay for FATADS Service related to advertising placements, as well as to

cover FATADS's costs in purchasing Publisher Services, unless the Parties agree on an alternative payment arrangement. The Advertiser must ensure the timely transfer of funds to FATADS to credit their Personal Account.

The minimum amount of initial deposit is \$ 300 US Dollars. This amount may be adjusted with the approval of an Account Manager.

Payment models: CPC or CPM.

- 2.2. The Advertiser's Personal Account is debited when the Advertiser's Advertisement is placed on a third-party website or mobile app under his Application Form. The estimated amount (cost) of such payment is calculated on the basis of Selection and displayed for the Advertisers preliminary, while the Advertiser fills the Application Form. The Advertiser is warned and agrees that the estimated amount doesn't take into account some specific features of Advertiser's initial choice reflected in Application Form such as Advertiser's usage of push (pops)-traffic etc. So situations of difference between the estimated cost and the final cost of the Services can take place from time to time. At the expense of the Advertiser FATADS independently pays for purchasing Publisher Services to place Advertiser's Advertisements.
- 2.3. All financial operations related to the Personal Account are conducted in U.S. Dollars. Any currency conversion is the Advertiser's responsibility, and FATADS assumes no liability for conversion rates or associated fees. The credited amount to the Personal Account is determined by the actual amount transferred to FATADS's bank account, after deducting any applicable fees.

Any charges incurred through banks, payment processors, or other financial institutions involved in payment processing must be borne by the Advertiser.

- 2.4. The Advertiser may fund their Personal Account only via FATADS's bank account through the available payment methods on the Platform, or by alternative means approved by Account Manager. All payments made must reference the Personal Account number. Any payment referencing the Personal Account will be considered the Advertiser's payment. The Advertiser agrees not to disclose their Personal Account details to third parties.
- 2.5. The Personal Account is debited after the completion of the Application Form for the amount previously displayed in the Application Form depending on the Advertising Campaign characteristics chosen by the Advertiser except for cases when the Parties have agreed on a different payment procedure for the Service.

The final cost of Service will be determined upon completion, based on FATADS's Reporting System, and displayed in the Advertiser's Personal Account. If there is a difference between the estimated and final cost, the Advertiser must replenish the Personal Account within 7 calendar days of being notified by FATADS (NET 7). FATADS reserves the right to debit the Advertiser's account for the outstanding balance.

If the Advertiser defaults on the obligation to cover the difference to the term specified in this paragraph, FATADS is entitled to collect from the Advertiser a penalty fee of 1% (one percent) of the overdue amount for each day of delay by debiting Advertiser's Personal Account.

- 2.6. FATADS's Reporting System is the sole authoritative source for determining the amounts to be credited or debited to/from the Advertiser's Personal Account.
- 2.7. Unless otherwise provided by this Agreement, all transactions conducted on the Platform are final and not subject to a return, refund, and/or cancellation.

If the Advertiser detects errors in the Advertisement placement, it is entitled to request FATADS to refund the funds being paid for the placement of the relevant Advertisement by

crediting the Advertiser's Personal Account. Such a refund/return may be requested within five (5) calendar days after the error's detection subject to the provision FATADS with a reasoned report. Otherwise, FATADS shall not be liable for such discrepancy, the Service shall be deemed rendered, and FATADS will calculate earnings on the basis of FATADS's Reporting System.

The refund can be provided only in case of the following errors:

- a. The placed Advertisement received an abnormal number of clicks from the same IP address within one (1) day, deviating significantly from the typical pattern. In this case, the Advertiser shall provide FATADS with evidence of fraudulent activity, including, but not limited to, click logs of traffic, reports from anti-fraud trackers or systems, screenshots with proof of bot activity, etc.;
- b. The Advertisement is placed not under targeting characteristics specified by the Advertiser in the Application Form due to a Platform technical error.

FATADS reserves the right to conduct its own audit to verify whether the relevant error took place. If the error is confirmed, a refund will be processed by crediting the Advertiser's Personal Account within thirty (30) calendar days. Any bank or payment system fees associated with the refund are the responsibility of the Advertiser.

2.8. FATADS shall not refund the amounts remaining on the Personal Account. However, the Advertiser may request a refund for the remaining balance by submitting a written request via email or to FATADS's legal address. The request must include the refund amount, payment details, and supporting documents. FATADS will review the request and may approve the refund at its discretion. The method and timing of the refund will be determined by FATADS.

### 3. Advertiser's Representations and Warranties

- 3.1. You confirm, acknowledge, and guarantee that:
- a. You possess the legal capacity and authority to enter into and comply with the terms of this Agreement;
- b. You hold all necessary rights, permits, and licenses required to initiate and manage an Advertising Campaign, display Advertisements, and operate your websites and business activities within the selected jurisdictions;
- c. The Advertisement does not and will not contain any Prohibited Content as defined below;
- d. The Advertisement does not and will not violate any third-party rights or contravene any applicable laws, including but not limited to copyright, trademark regulations, and privacy rights;
- e. You will not employ automated tools such as bots, scripts, or spiders to generate inquiries or extract data from FATADS's interface, the Advertisement will be free from spyware, malware, or any other harmful software;
- f. Upon FATADS's request, you will provide all necessary documents or equivalent materials required for identification, verification of legal status, and compliance with Your obligations under this Agreement.
- 3.2. You assume full and unlimited liability for the due execution of the obligations under this Agreement, including the liability for:
- a. adhering to the terms of this Agreement, <u>Privacy Policy</u>, other terms and conditions published on the Website;

- b. adhering to the Advertisement content rules and any other advertising legal requirements in any jurisdiction relevant to the Advertiser or the Advertising Campaign;
  - c. making all required payments fully and independently;
- d. refraining from any actions not explicitly covered in this Agreement that could harm FATADS's business reputation or negatively impact its operational conditions.
- 3.3. In case of breach of any obligation specified in this Section hereof, FATADS may terminate this Agreement at any time without prior notice, and/or withhold remuneration or Personal Account balance in the amount of damage caused to FATADS, and/or claim for compensation of incurred losses and damages.

### 4. Prohibited content

- 4.1. The Advertiser is fully responsible for the content of the Advertisements it provides through the Platform. The Advertisements shall not include any inappropriate or illegal content, which includes but is not limited to (hereinafter "Prohibited content"):
  - a. Material that exploits or harms children in any way;
- b. Content related to human trafficking, forced labor, or any form of sexual exploitation;
- c. Content that encourages or instructs on illegal activities (e.g., hacking, making explosives, phone tampering);
  - d. Material associated with criminal organizations or terrorist groups;
  - e. Content that promotes discrimination, hate speech, or extremist ideologies;
  - f. Religious recruitment efforts or calls to join religious movements;
- g. Content that defames, insults, or damages the reputation of individuals or businesses;
  - h. Explicit sexual material, pornography, or content intended for adult audiences;
  - i. Promotion of fortune-telling, psychic readings, astrology, or other supernatural services;
  - j. Offers to buy or sell firearms, ammunition, or military gear;
  - k. Material related to illegal organ trade or unethical medical practices;
  - I. Products or services that violate basic human rights and freedoms;
  - m. Depictions of violence, extreme profanity, or offensive language;
  - n. Content that promotes self-harm, suicidal behavior, or dangerous challenges;
  - o. Illegal drugs, controlled substances, or any material encouraging drug use;
  - p. Sales or promotions of drug paraphernalia (e.g., bongs, rolling papers, syringes);
  - q. Advertisements for cigarettes, vaping products, or nicotine-based substances;
  - r. Cultural or social messages that demean or degrade specific groups or traditions;
  - s. Guides or services related to hacking, cyberattacks, or bypassing security systems;
- t.Software or websites that spread viruses, spyware, or engage in phishing scams;
  u. Fraud, unofficial, untrue, false, misleading, invented, re-produced information, facts, news, offers, solutions, guidelines related to or aiming to treat in any way and at any level vulnerabilities of all kind, including but not limited to any physical, mental, psychological, social,
- religious, economic, scientific vulnerabilities; v.Any content that is illegal under applicable laws and regulations.
- 4.2. FATADS has the sole discretion to deny any advertising material or Advertisement that includes Prohibited content and/or suspend the Advertising Campaign. Furthermore, FATADS reserves the right to withhold payment for the entire Advertising Campaign, withhold the Personal Account balance and any other remuneration, and/or submit immediate legal action against the Advertiser and/or set a financial penalty, based on the damage caused to FATADS.

# 5.Limitation of Liability

5.1. IN NO EVENT SHALL FATADS, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS, AND/OR SUPPLIERS BE LIABLE TO THE ADVERTISER AND/OR ANYONE ELSE FOR (I) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, LOSS OF THE POSSIBILITY TO USE, BUSINESS INTERRUPTION, THE USE OR INABILITY TO USE SERVICE, WEBSITE, PLATFORM, AND CONTENT, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FATADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; (II) ANY BUGS, VIRUSES, TROJAN HORSES, AND/OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION).

THE MAXIMUM AGGREGATE LIABILITY OF FATADS TO THE ADVERTISER FOR ALL DIRECT DAMAGES ARISING FROM SERVICE, WEBSITE, PLATFORM, AND CONTENT IS LIMITED TO THE TWOFOLD AMOUNT OF THE LATEST PAYMENT PAID BY THE ADVERTISER TO FATADS HEREUNDER PRECEDING THE DATE OF THE CLAIM.

SUCH LIABILITY LIMITATION CONSTITUTES ONE OF THE FOUNDATIONS OF THE AGREEMENT CONCLUDED BETWEEN FATADS AND THE ADVERTISER, IN THE ABSENCE OF WHICH THE AGREEMENT WOULD NOT BE CONCLUDED OR THE CONDITIONS FOR THE SERVICE PROVISION WOULD BE DIFFERENT.

5.2. If the level of liability limitation defined in clause 5.1 hereof exceeds the minimum limit required by applicable legislation, the minimum limit specified by the relevant legislation shall prevail.

### 6. Indemnity

- 6.1. The Advertiser agrees to fully defend, indemnify, and hold harmless the FATADS, along with its parent entities, subsidiaries, affiliates, successors, assigns, and each of their respective officers, directors, shareholders, employees, contractors, agents, and partners, against any and all claims, demands, damages, liabilities, losses, expenses, costs, or judgments (including reasonable legal and attorney fees), which may arise from or be connected to:
- a) any breach by the Advertiser of the representations, warranties, or obligations set forth in this Agreement;
- b) the nature, legality, or content of the Advertiser's materials, including but not limited to Advertisements;
- c) any violation by the Advertiser of applicable laws, regulations, or third-party rights, whether contractual, statutory, or common law in nature.

### 7. No Warranty

7.1. The Platform, Services, and all related materials are provided "as is" and "as available," without any express or implied warranties of any kind. The Advertiser acknowledges that use of the Platform and reliance on any part of the Service is done entirely at their own risk. To the fullest extent permitted by applicable law, FATADS expressly disclaims all warranties, including but not limited to implied warranties of merchantability, suitability for a specific purpose, non-infringement, and any assurances regarding the operation, accuracy, or availability of the Platform, Website, or related content.

FATADS does not guarantee that any content, data, or materials accessible through the Service or Website are current, accurate, or free from errors. Modifications, updates, or corrections may be applied at any time without prior notice.

7.2. Should the Advertiser find the Service to be unsuitable, ineffective, or otherwise dissatisfactory, the Advertiser may discontinue use and terminate the Agreement in accordance with clause 10.2 hereof. This termination shall constitute the Advertiser's sole and exclusive legal remedy.

### 8. Use of Intellectual Property

8.1. Hereby FATADS grants the Advertiser a limited, non-exclusive, non-transferable, and revocable license to access and utilize the Platform strictly in accordance with the terms outlined in this Agreement.

The Advertiser agrees not to adapt, edit, alter, decompile, reverse engineer, disassemble, reproduce, or develop any derivative works from the Platform or any content, software, or technology either owned by or lawfully licensed to FATADS. FATADS reserves the right to terminate this license at any time through written notice.

- 8.2. Except where expressly permitted under this Agreement, no license or right is granted to the Advertiser regarding the Platform, the Website, or any intellectual property belonging to and operated by the FATADS, including but not limited to trademarks, service marks, copyrighted content, patents, or proprietary know-how.
- 8.3. All rights, title and interest in and to the Service, its components, and any related intellectual property not expressly granted to you under this Agreement remain the exclusive property of FATADS and its licensors.

## 9. Force majeure

- 9.1. The Parties shall not be held responsible for partial or complete failure to fulfil their obligations under the Agreement if such failure resulted from the force majeure events that occurred after the Effective Date. The force majeure events are understood as events that occur regardless of the will of the Parties, and which could not be foreseen and prevented by any reasonable actions of the Parties, including but not limited to
  - Natural disasters: Earthquakes, floods, hurricanes, tsunamis, wildfires
  - Epidemics and pandemics: Outbreaks like COVID-19
  - War and terrorism: Armed conflicts, riots, terrorist attacks
  - Government actions: New laws, regulations, or sanctions that make contract fulfillment impossible
  - Strikes and labor disputes: Nationwide strikes or industrial actions that halt business operations.

If any of the force majeure events directly impact the ability to fulfill obligations within the agreed timeframe outlined in the Agreement, the affected timeframe shall be extended by a period equivalent to the duration of the respective force majeure event.

9.2. The Party invoking force majeure event shall notify the other Party in writing within 5 (five) days of its occurrence and provide official documents of the relevant chamber of commerce and industry or another competent institution of the relevant country as proof of the event.

#### 10. Term and Termination

- 10.1. The term of this Agreement shall commence upon the Effective Date and continue until terminated by either FATADS or Advertiser (the "Term").
- 10.2. Either Party may terminate this Agreement upon written notice sent to the other Party 48 hours before termination takes place (email is sufficient). Upon termination of this Agreement, the Advertiser shall immediately pay to FATADS all amount owed hereunder (if any).

In the event the Advertiser terminates the Agreement while maintaining a positive balance in their Personal Account, the Advertiser acknowledges and agrees that FATADS shall not be obligated to refund any remaining funds.

- 10.3. FATADS reserves the right to immediately suspend any Advertising Campaign or terminate this Agreement without prior notice if any of the following circumstances occur:
- (a) the Advertiser utilizes the Service, Platform, or Website in connection with activities constituting a criminal offense;
- (b) the Advertiser's use of the Services causes or potentially causes financial, operational, or reputational damage to FATADS or any third party;
- (c) there are reasonable grounds to believe that the Advertising Campaign violates applicable laws, industry guidelines or regulations;
- (d) the Advertiser fails to remit agreed fees or payments to FATADS within the specified timeframe, despite receiving reminders;
  - (e) the Advertiser breaches any term of this Agreement and/or the Privacy Policy;
- (f) the Advertiser has not used the Service for a continuous period exceeding three (3) months following the last credit to its Personal Account;
- (g) the Advertiser is declared insolvent, enters liquidation proceedings, or otherwise becomes subject to insolvency-related events under applicable law.

#### 11. Miscellaneous

- 11.1. **Entire Agreement**. This Agreement constitutes the principal document governing the legal relationship between the Parties and serves as the entire agreement of the Parties. It supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter. Other terms may be agreed upon by the Parties through the signing of an Insertion Order. In the event of any discrepancy between the Insertion Order signed by the Parties and these Terms of Service, the terms of the Insertion Order shall prevail.
- 11.2. Changes to the Agreement. FATADS retains the right to modify the terms and conditions of this Agreement at any time, at its sole discretion. FATADS will notify the Advertiser of any changes by posting the updated terms on the Website. Any changes shall be incorporated by reference herein. It is Advertiser's responsibility to review the terms frequently and to remain informed of any changes to them. FATADS may also provide the Advertiser with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending the Advertiser an email informing of the changes and/or by prominently posting notice of the changes on the Website. If the Advertiser does not agree to the changes, they may terminate the Agreement with immediate effect within thirty (30) calendar days from the date the amendment was published on the Website or the date the email was sent (if applicable), provided that the changes have a significant adverse impact. If the Advertiser does not terminate the Agreement within this period, they will be deemed to have accepted the revised terms and conditions.

- 11.3. **Change of the Advertiser's details**. Change of the address or the state of registration or activity of the Advertiser shall not constitute the ground for termination or revision of the Agreement, except in cases when legislation of the state of the new registration and activities of the Advertiser prevents the Advertiser from performing obligations under the Agreement.
- 11.4. **Governing Law**. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus (applicable law).
- 11.5. **Jurisdiction**. Any dispute arising out of the Agreement or related to it, including its execution, breach, termination, or invalidity thereof, will be solved in the state court of competent jurisdiction located in the Republic of Cyprus.
- 11.6 **Personal data**. By accessing and utilizing the Service, the Advertiser acknowledges and consents to the collection, storage, and use of personal and/or business-related information. All data processing activities will be conducted in accordance with the <u>Privacy Policy</u>, which forms an integral part of this Agreement.
- 11.7. **Confidentiality.** Any non-public information concerning FATADS, its Service, Platform, or Website that comes into the possession of the Advertiser in connection with this Agreement shall be treated as confidential. The Advertiser agrees not to disclose such information to any third party without prior written authorization, except as required by law.
- 11.8. **Severability.** If any term, clause, or provision of this Agreement is found to be illegal, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from this Agreement without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement, which shall remain in full force and effect.
- 11.9. **Communication methods**. By accepting this Agreement, you agree to use the contact details and communication methods provided in your Account (email, Skype, Telegram).
- 11.10. **Non-Solicitation**. The Advertiser agrees not to directly contact any Publishers listed in the FATADS network to purchase advertisement space or to engage in any activities considered competitive to the efforts of FATADS in representing these websites' advertising spaces. Any violation of this clause will be considered a material breach of this Agreement.

### 12. Definitions.

The following terms shall have the following meanings in these Terms of Service:

- 12.1. "Account" means an account created by the Advertiser on the Platform in order to use the Service.
- 12.2. "Account manager" means FATADS's representative responsible for assisting with the creation of an account, conducting all communication with the Advertiser, and performing other related duties.
- 12.3. "Advertisement" means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials created by the Advertiser and included in the Application Form.
- 12.4."Advertiser" means an individual or a legal entity that has decided to enter into this Agreement and to assign FATADS to provide Service in accordance with the terms and conditions herein.

- 12.5. "Advertising Campaign" means an organized course of action set up by the Advertiser to promote a product or service.
- 12.6. "Application Form" means the application for an Advertising Campaign completed by the Advertiser on the Platform for placing the Advertisement on the Publisher's Property. The Application Form is accessible via the button "Get Push Traffic" or a similar one, and allows the Advertiser to customize GEO targeting, Cost-Per-Click (CPC), Cost-Per-Mille (CPM), schedule, and other specific characteristics of the Advertising Campaign.
  - 12.7. "CPC" means cost per click.
  - 12.8. "CPM" means cost per mile (the price paid for 1,000 ad views).
- 12.9. "Confidential Information" means the terms of this Agreement, all matters relating or connected to its performance and all information or data of a Party, which is disclosed or otherwise comes into the other Party's knowledge or possession directly or indirectly as a result of this Agreement and being of a confidential nature.
- 12.10."Effective Date" means the date when the Advertiser set up an Account on the Platform.
- 12.11."End User" means an individual accessing and using the online resource(s) by clicking on the Advertiser's Advertisement.
- 12.12."Personal Account" means the personal account of the Advertiser in the automated billing system of FATADS where all transactions are recorded by FATADS. A Personal Account is not a settlement account or a bank account.
- 12.13. "Platform" means the software application accessible at app.fatads.co, which enables users to manage Advertising Campaigns.
- 12.14. "Privacy Policy" means the document located at <a href="https://fatads.co/Privacy-policy.pdf">https://fatads.co/Privacy-policy.pdf</a> and setting out how personal data and other important information from any Advertiser or End User is collected, used, retained and transferred.
  - 12.15. "Property" means the website, mobile application, and/or other online resource.
  - 12.16. "Publisher" is an individual or a legal entity that provides Publisher Services.
- 12.17."Publisher Services" means services provided by a Publisher for distributing Advertisements through push notifications or pop-up notifications on their own Property or on a third-party Property, provided they have the necessary authorization.
- 12.18."FATADS's Reporting System" is an automated system placed on the Platform and used by FATADS to calculate the actual Service usage by the Advertiser and its total cost.
- 12.19."Selection" is an automated procedure of selection conducted with the use of the Platform in the course of which it is determined what website/mobile application/other online resource is the most relevant to the Application Form and where the Advertisement shall be placed.
  - 12.20. "Website" means the website <a href="https://fatads.co/">https://fatads.co/</a>.