

## **OFFER FOR PARTNERS WHO OWN THE ADVERTISING PLATFORMS**

This document ("**Offer**") is Adnative LLC (registration number: 264.110.1276216) with its registered office located at H.27, N.TIGRANYAN STREET, ARABKIR 0014, YEREVAN, ARMENIA ("**Company**") to conclude a offer for the provision of paid services between the Company and you ("**Partner**") on the terms set forth in this Offer.

### **1. THE PROCEDURE FOR CONCLUDING THE OFFER. ACCEPTANCE OF THE OFFER**

1.1. The Offer on the terms of this Offer is considered to be concluded between the Parties at the time of acceptance (acceptance) by the Partner of all the terms of this Offer.

1.2. Acceptance of this Offer is carried out by the Partner when registering in the Company's System by putting an electronic mark on the reading of the Offer and agreeing to its terms and / or by paying the Partner an invoice issued electronically in the Partner's Personal Account. The specific method of expressing consent to the terms of the Offer by putting an electronic mark is determined by the interface of the Company's System. The technical possibility of registering a Partner in the Company's System and providing him with access to the Personal Account without the Partner's confirmation of consent to the terms of the Offer is not provided.

1.3. BY ACCEPTING THE OFFER, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE FOLLOWING OUR PUBLICATION OF THE REVISED VERSION OF THIS OFFER ON OUR WEBSITE, YOU (A) CONFIRM THAT YOU ARE AWARE AND COMPLY WITH PRESENT OFFER AND AGREE TO BE BOUND BY THIS OFFER; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE COMPANY SYSTEM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OFFER; (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO ENTER INTO THIS OFFER AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OFFER; AND (D) AGREE TO RECEIVE DIRECTLY TO YOUR EMAIL NEWSLETTERS, TRAFFIC MONETIZATION INSIGHTS, LATEST PROMOTIONS, CASE-STUDIES AND TUTORIALS FROM US.

### **2. TERMS AND DEFINITIONS**

2.1. **The company** shall mean Adnative LLC which provides advertising services on the Internet.

2.2. **Partner** - an individual or legal entity who is the owner, administrator and / or other authorized person who legally owns the rights to administer the Partner's Platform and / or the right to place advertising materials on such Platforms (on the basis of relevant offers), and who has concluded the Offer..

2.3. **Partner's Reward** - means the funds which are paid to the Partner for placing of advertisement on its Website.

2.4. **Advertiser** - shall mean an individual or legal entity who have entered into the Offer with the Company for the Advertising materials placement through the Company's System.

2.5. **Advertising material** - advertising and information material, in the format of a text block, text-graphic or graphic banner, static (with an unchanging image) or animated or video material containing advertising information and a hyperlink, provided by the Advertiser through the Company's System for placement on the Partner's Platforms in accordance with this Offer.

2.6. **Partner's Platform** - Websites, applications, mobile sites, mobile applications and other means, the administrative rights and / or the rights to place advertising materials on which belong to the Partner legally (including on the basis of the relevant agreements concluded by the Partner for the placement of advertising materials), and available to Users for viewing and / or interaction through the end devices of the Users.

2.7. **The reporting period** is 1 (one) week, which starts at 12:00 a.m. on Monday and ends at 12:00 a.m. on Sunday. At the same time, the first reporting period is equal to the period of time from the date of signing this Offer until the expiration of the first full week. In case of termination of this Offer for any reason, the last Reporting Period is equal to the period from the end of the last full week until the termination of the Offer.

2.8. **Company System** shall mean the Company's complex of hardware and software, established to provide placement services.

2.9. **Company's Information Space** shall mean an information space, the administration rights to which and/or advertisement placement rights to which belong to the Company (including the Information Space of Partners with whom the Company has concluded offers to place advertising materials).

2.10. **Placement services** - services of a partner for placing advertising materials of advertisers on its Websites.

2.11. **Website** - shall mean the aggregate of the web pages posted on the Internet and managed by the software of the Website Administration united by the interconnect address space within the framework of the Website Services functions operated both by the Website Administration and the Administration Partners.

2.12. **Website/Service Administration** (the "**Administration**") shall mean ADNATIVE LLC (registration number: 264.110.1276216) with its registered office located at H.27, N.TIGRANYAN STREET, ARABKIR 0014, YEREVAN, ARMENIA.

### **3. SUBJECT OF THE OFFER**

3.1. The Partner undertakes, for remuneration, the amount and procedure for payment of which are determined in accordance with the terms of the Offer, to provide the Company with services for placing Advertising Materials provided through the System on the Partner's Platforms ("**Placement Services**").

3.2. The Parties confirm that the Company System is the only means to determine the algorithm and conditions for the provision of the Services.

3.3. With respect to the Websites on which the Advertising Materials are to be placed under this Offer, the Partner confirms and guarantees that it has legally the rights to administer such Websites and / or

the rights to place Advertising Materials on such Websites (on the basis of the relevant concluded offers).

3.4. The Parties confirm that the Company's System is the only means to determine the algorithm and conditions for the provision of the Services.

3.5. With respect to the Websites on which the Advertising Materials are to be placed under this Offer, the Partner confirms and guarantees that it has legally the rights to administer such Websites and / or the rights to place Advertising Materials on such Websites (on the basis of the relevant concluded offers).

#### **4. TERMS OF SERVICE**

4.1. The Partner has the right to start providing the Services only after performing the following actions.

4.1.1. registration of the Partner in the Company's System, while the Partner is assigned a unique ID identifier.

4.1.2. indication by the Partner of genuine and legally binding data, including its full details, in the form available in the Account; at the same time, the Company has the right to request, and the Partner undertakes to provide, documents confirming the authenticity of the data about the Partner specified in the Account, including the data left by him during registration.

4.2. The terms of the rendering of the Services are determined by the Company through the Company's System in real time using the software and hardware of the Company's System. At the same time, the Parties specifically stipulated that the interaction defined in this paragraph is equated by the Parties to those committed in writing, and the results of such interaction shall be reflected in the Account. By using the Company's System, the Partner agrees to the Company's Privacy Policy, which is posted at the link [https://cabinet.ads2.bid/docs/privacy\\_policy.pdf](https://cabinet.ads2.bid/docs/privacy_policy.pdf).

4.3. Installing the Company Code on the Partner's Websites The Partner ensures the placement of Advertising Materials. While loading a certain Partner Platform, the Company Code makes an automatic request to the Company's System, which, determines the Advertising Materials that meet the placement parameters defined by the Advertiser and may be placed on the relevant Platforms of the Partner.

4.4. The Partner's Platform must meet the following requirements:

- Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our advertisers;
- Be fully functional at all levels; no “under construction” sites or sections; and
- Shall comply with the applicable legislation.

4.5. Each Partner Platform is subject to mandatory approval by the Company. The Company has the right to reject any Partner Platform for any reason at its discretion, and also has the right to cancel this earlier approval if the Company, at its sole discretion, determines that any Partner Platform:

4.6.1. ceased to comply with the terms of the Agreement;

4.6.2. has changed significantly since its approval or no longer meets the Company's standards;

4.6.3. contains Prohibited Content or is related to Prohibited Activities (as defined below).

4.7. The Company provides the Partner with access to the Account in order to monitor the rendering of the Services and familiarize himself with the Statistics.

4.8. The Company provides the Code to the Partner. The Partner undertakes not to change the Code.

4.9. The Partner undertakes:

4.9.1. place Advertising Materials in accordance with the provisions of this document.

4.9.2. establish and ensure the functioning of the Company Code on the Partner's Platform in accordance with the provisions of this document.

4.9.3. The Affiliate will make all commercially reasonable efforts to ensure the absence of content on the Partner's Websites that: (a) violates any applicable laws, rules or regulations, (b) promotes violence, the use of weapons or the use of prohibited items or activities (for example, hate crimes, file sharing Websites or Websites that circumvent copyright laws, etc.), (c) violates any intellectual property rights or other patent rights or privacy rights of any third party, or (f) is defamatory, libelous, false, pornographic or erotic (all types of content described above are collectively referred to as "Prohibited Content").

4.9.4. The Partner instructs the Company to process the data, including advertising identifiers of visitors / users of the Partner's platform, transmitted for the purpose of displaying advertisements on the Partner's Platform(s), as well as to ensure, in accordance with the requirements of applicable law, the availability of legal grounds for the transfer by the Partner to the Company and the processing by the Company of the data of users / visitors of the Partner's platform for the purposes and volume that are necessary for the execution of the offer, concluded between the Company and the Partner.

4.9.5. provide the Company within a period not exceeding 5 (Five) working days from the date of receipt of the request, documents that confirm the ownership of the Platform to the Partner or the presence of other legal grounds that allow the Partner to place advertising materials on the Platform.

4.9.6. not to interfere in the process of placing Advertising Materials, including not to place on the Partner's Platforms any information that may affect the perception of advertising materials by visitors / users of the Partner's Websites, or calls to click on the Advertising Materials.

4.10. The Affiliate shall not create or authorize third parties to create Impressions, Clicks or other paid actions on Advertising Materials provided through the Company's System in the following ways (hereinafter collectively referred to as "Prohibited Activities"): (a) offer any incentives, (b) use of automated means, including spiders (global search programs), scripts or other robot agents, (c) automatic page creation or interception browser of the end user, (d) automatic updates of the Advertising Materials (except those provoked by the update of the page by the end user and the settings of the advertising unit in the Company's System), or (e) any other method designed to deceptively, falsely or artificially inflate the number of Impressions, clicks or other paid actions. In addition, in cases where any of the Partner Websites is an application (including application extensions or plug-ins), the following actions will also be considered Prohibited activity: (i) substantial overwriting of posted Advertising Materials on a third-party Website through such application, and (ii) any change in the position of content on a third-party Website through such application.

4.11.1. The Affiliate acknowledges and agrees that he will not be paid the full amount of the Remuneration for the Services for the reporting period in which the Prohibited Activity was identified by the Partner or the fact of posting prohibited content on the Partner's Platform was revealed.

4.11.2. When placing Advertising Materials, the following rules must be observed:

(a) advertisements placed through other advertising management systems must be different from Advertisements placed through the Company's System.

(b) it is forbidden to change the browsing mode on the Partner's Platforms in such a way that Advertising Materials placed through the Company's System are placed on the Partner's Platform as a matter of priority.

(c) it is forbidden to place the Advertising Materials of the Company's System on pages on which there are more advertising materials than publishing content, as well as on pages without content or on pages that contain only embedded content from other Websites without additional significant information.

(d) Advertising materials of the Company's System should not be placed too close to the content, which may lead to accidental clicks.

(e) it is forbidden to overlap the Advertising Materials of the Company's System with other elements of the page, including other advertising materials.

(f) it is forbidden to place Advertising Materials of the Company's System on the pages of the Website with content that is not unique.

4.12. The Partner reserves the right to suspend or terminate the placement of Advertising Materials if the Partner considers that such action is necessary to prevent errors, or to exclude or limit the Partner's liability, or to terminate or prevent a breach of the Agreement.

4.13. The Company undertakes to:

4.13.1. Provide the Partner with access to the Company's System by registering his Account;

4.13.2. ensure the availability and functioning of the Company's System and the Company Code;

4.13.3. pay for the Services in accordance with the terms of the Offer.

4.14. The Company reserves the right to suspend or terminate the provision of Advertising Materials to any of the Partner's Websites containing Prohibited Content or participating in any suspicious activity, including any Prohibited Activity.

4.14.1. The Company has the right to require the Partner to provide, within a period not exceeding 5 (Five) working days from the date of receipt by the Partner of the request, documents that confirm the ownership of the Platform to the Partner or the existence of other legal grounds that allow the Partner to place advertising materials on the Platform, as well as documents confirming the existence of legal grounds for the transfer by the Partner of the Company of the data of users / visitors of the Partner's Platforms.

4.15. The Company has the right to send messages to the Partner aimed at conducting surveys and research on the quality of the Company's Service and the quality of the Partner's interaction with the Company's Service to the e-mail address or mobile phone number specified by the Partner during registration or subsequently provided, as well as to make phone calls to the mobile phone number specified during registration.

The Partner gives the Company consent to the processing of his personal data (namely, mobile phone number and e-mail address) with the use of automation tools or without the use of such means including collection, recording, systematization, accumulation, storage, refinement (updating, modification), extraction, use, transfer, depersonalization, blocking, deletion, destruction during the term of the offer between the Partner and the Company to conduct surveys and research on the

quality of the Company's Service and the quality of the Partner's interaction with the Company's Service, the purpose of which is to fulfill the offer between the Partner and the Company.

## **5. REMUNERATION AND PAYMENT PROCEDURE UNDER THE OFFER**

5.1. The cost of services is formed and agreed by the Parties on the basis of the Partner's statistics in his personal account.

5.2. Payment for the Partner's services provided for in this Offer is made in the form of 100% (one hundred percent) post-payment by transferring funds from the Company to the Partner's settlement account within 3 (three) working days after the end of the Reporting period.

5.3. When calculating the cost of the Partner's services, the Services provided in violation of the terms of the Offer are not taken into account.

5.4. The cost of services under the Offer does not include taxes and fees applicable on the territory of the Republic of Armenia in accordance with the legislation of the Republic of Armenia.

5.5. The Company is considered to have fulfilled its obligations to pay for the Partner's services from the moment of receipt of funds in the amount of payment specified in the corresponding invoice to the Partner's bank account.

5.6. All payments under the Offer are made in any currency indicated in the Account.

## **6. LIABILITY OF THE PARTIES**

6.1. The Company shall not be liable for non-fulfillment or improper execution of the Offer resulting from failures in telecommunications and energy networks, the actions of malicious programs, as well as unscrupulous actions of third parties.

6.2. In the event of the Company's involvement in a lawsuit through the fault of the Partner, as well as the collection of fines from the Company by the supervisory authorities, the Partner undertakes to reimburse the Company for losses incurred, including legal expenses, in full.

6.3. The Company reserves the right to investigate and apply sanctions in case of detection of fraud, or other violation of this Offer, as well as the implementation of fraudulent actions aimed at deceiving the Company to increase earnings through the Service.

6.3.1. In case of detection of fraud or other fraudulent activities mentioned in this Offer, the Company has the right, at its sole discretion, to block the Website and / or the Partner's Account in the Service without warning.

6.3.2. In case of detection of fraud or other fraudulent activities, in this Offer, the Partners lose the right to receive the Reward. The Company has the right to withhold funds from the Affiliate's Reward as a one-time penalty for violation of the terms of this Offer in an amount equal to the remuneration of the Website owners for the placement of ROME for the last 14 calendar days or more at the discretion of the Company, depending on the specific deception and / or fraudulent activity and their duration.

6.4. The Partner is solely responsible in the event of advertising on his Website that violates the relevant legislation.

## **7. DISCLAIMER OF WARRANTIES**

7.1. The Company's system, the Company's information space operate on the principle of "as is", that is, without guarantees of quality and suitability for any explicit or implied purposes. The Company does not guarantee that the Company's System, the Company's Information Space will work continuously and accurately, while the Company will take all measures within its power to ensure the operability of the Company's System and the Company's Information Space.

## **8. CONFIDENTIALITY**

8.1. Neither of the Parties has the right, unless otherwise expressly provided in the Offer to disclose or in any other way directly or indirectly disclose information about any documents and information (including legal, commercial, technical or organizational nature) available to it, received from any persons or made available in any way in connection with the offer or in the course of its execution.

8.2. None of the Parties has the right to use information and documents that are confidential under the Offer independently for personal purposes or for profit purposes outside the framework of the execution of the Offer.

8.3. Confidential information for the purposes of the Offer means any scientific, technical, technological, commercial, organizational or other information that has actual or potential commercial value for the Parties to the Offer due to its unknown to third parties who could benefit from its disclosure or use, to which there is no free access on a legal basis and in respect of which adequate protection measures are taken.

8.4. Each of the Parties shall ensure confidentiality on the part of its employees, auditors, consultants, technical specialists and other persons involved in connection with the conclusion and execution of the Offer, and shall be responsible for maintaining their confidentiality with respect to the information received.

8.5. The Partner has the right to make a statement, including public, about the fact that the Offer has been concluded between the relevant Parties only after receiving written consent from the Company and without disclosing its specific conditions. At the same time, the form and content of such a statement must be agreed with the Company in writing.

## **9. TERM OF THE OFFER. WITHDRAWAL OF THE OFFER. TERMINATION OF THE OFFER**

9.1. This Offer is published and comes into force from the moment of its publication and is valid until its withdrawal by the Company. The Offer concluded by way of acceptance of this Offer is valid from the moment of acceptance by the Partner of the Offer until its termination on one of the grounds provided for by the legislation of the Republic of Armenia and / or this Offer.

9.2. Either Party may at any time unilaterally out of court refuse to perform the Offer, having previously notified the other Party at least 10 (ten) calendar days before the expected termination of the Offer. Notice of termination of the Offer shall be sent by any of the Parties by registered mail, with the relevant costs charged at the expense of the sender, or may be transmitted by the Parties or representatives of the Parties in the offices of the Parties. These documents can be duplicated by e-mail and/or fax.

9.3. In case of unilateral refusal of the Partner to fulfill its obligations under the offer, the Partner is obliged to reimburse the Company for documented expenses incurred in connection with the provision of services under the offer, as well as to pay the amount of remuneration commensurate with the services actually rendered under the offer.

9.4. In case of violation by the Partner of the obligations and / or guarantees under the offer, the Company has the right to unilaterally extrajudicially refuse to perform the offer without any compensation to the Partner for losses caused by such termination of the offer, notifying the Partner of the termination of the offer 2 (two) calendar days before the date of termination of the offer.

9.5. The Company has the right to withdraw the Offer at any time, having previously notified the Partner about it 1 (one) calendar day in advance. The offer concluded by the Partner of this Offer is terminated from the day when the Offer, in accordance with the notice of revocation, is considered to be withdrawn.

## **10. AMENDMENT OF THE OFFER AND THE OFFER**

10.1. The Company has the right to unilaterally change the terms of this Offer by publishing on the Company's Website. Changes come into force from the moment of posting the amended text of the Offer on the Company's Website. The Partner undertakes to regularly familiarize himself with new editions and undertakes to follow the rules of new editions.

10.2. In case of disagreement of the Partner with the new edition of the Offer, the Partner is obliged to notify the Company of the unilateral refusal to perform the offer in writing within 3 (three) days from the date of entry into force of the new version of the Offer, otherwise the new version of the Offer is considered accepted by the Partner.

10.3. The Company places all previously valid versions of the Offer on the Internet at the address [https://cabinet.ads2.bid/docs/offer\\_for\\_partners.pdf](https://cabinet.ads2.bid/docs/offer_for_partners.pdf) indicating the period of validity of each relevant edition.

10.4. The consequence of changing the Offer is a corresponding change in the terms of the offer concluded in the order of acceptance of this Offer, which comes into force at the time of entry into force of the change in the Offer.

## **11. OTHER PROVISIONS**

11.1. Disputes between the Parties in connection with the conclusion, execution and termination of the offer shall be subject to consideration in the court at the location of the Company.

11.2. Compliance with the pre-trial claim procedure is mandatory. Claims are sent under the signature of the authorized representatives of the Parties and must be considered by the Party that received the claim within 10 (ten) calendar days from the date of its receipt.

11.3. Written documents (including notices, letters, requirements, etc.) under the offer may be sent by one Party to the other Party by courier or registered mail with notification. Copies of these documents may also be sent by fax or e-mail with the obligatory provision of the original document sent.

11.4. Any notification sent by fax or e-mail shall be deemed to have been received by the Party only if the other Party has evidence of its sending (both in writing and electronically) on the same day on which it was sent by such other Party.

## **12. DETAILS OF THE COMPANY**

Registered address: H.27, N.TIGRANYAN STREET, ARABKIR 0014, YEREVAN, ARMENIA

Number of registration: 264.110.1276216

The code of the legal entity (LEI): 53636385

Tax payer identification number (TIN): 08240888

E-mail Address: info@adnative.am

Name: JONATHAN RAHARJO

Title: Director

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