

Terms of Service Demand Side Platform

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Instead of “General Words”

We’re happy to have You on board of Adtech LLC platform.
We are enabling publisher ad technology independence.

Adtech LLC is designing a demand pathway optimization solution that returns transparency, control, and margin to publishers via a standalone intermediation platform. Adtech LLC office address is Odessa, 65059, 34A Admiralskiy Avenue, off. 514, Ukraine (hereinafter – “the Company” / “Adtech LLC”) We are providing You with software for serving programmatic advertising campaigns.

The Terms and Conditions contained herein (the “Terms of Service”, “TOS”) govern the possibilities of the person accessing this website <https://adtech.com.ua> (the “Website”) and all its Content`

The User’s agreement on this TOS as well as Cookie Policy and Privacy Policy is a prerequisite for the provision of Our service. Please read these documents carefully before You start using the Platform, as it will apply to Your use. The use of the Platform by Users implies acceptance of all conditions contained in these TOS.

IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MUST NOT USE THE PLATFORM.

1. Service definition

According to this TOS the notion of “Service” means all provided services by the Adtech LLC which include access to Adtech DSP and other functionalities related to Website and platforms functioning.

2. Access & Use

Use of the Website is entirely voluntary and under the sole and exclusive responsibility of the User, provided the User does not violate intellectual or industrial property or otherwise damage the Website.

Adtech LLC provides You with all necessary platforms functions and features needed for advertising campaign delivery:

- Storing the creatives;
- Create a different types of Advertisers;
- Set up Creatives for your target audience;

- Access to the predictive algorithm that analyzes real-time data from managed and programmatic demand in conjunction with historical data;
- Measurement and attribution of the performance results with system analytics.

3. Limitations

When You receive access to the Website and Platform, You may apply all available internal functionality at their own discretion. The role of the User doesn't extend to any of the rights related to patenting, trademarking, or intellectual ownership.

Adtech LLC prohibits using the Website and its platform for the purposes that may be qualified as a violation of laws, Intellectual property rights, and requirements stated in TOS. We reserve Our right to deny access, at any time and without prior notice, to Users who do not comply with these Terms of Use at any time.

Strictly prohibited: create any transformation of Adtech LLC products based on the functional parts of the Website and the Platform; make copies of the Content, Website or its separate parts, including performing reverse engineering, or trying to fetch the source code or API of the system.

We may amend or modify the Standard Terms from time to time at its sole discretion at any time. As well, it applies to all platform modifications, change in design, augmentations, etc. If You do not agree with any such modification, You may not use the Website anymore and Your sole and exclusive remedy is to terminate Your use of the Website and write Us a letter about closing Your Personal Account. If You continue to use the Website, You are deemed to have agreed to be bound by the updated TOS.

4. Prohibited activities

The following includes but is not limited to activities that are prohibited at our Website and Platform. In case, You have additional questions considering the appropriateness of certain actions, You need to contact Adtech LLC to receive a permit for actions.

By using the Website and Platform You are not allowed to:

- Use Our Website if You are not able to form legally binding contracts (for example, if you are under 16 years old or other age according to Your jurisdiction), or are temporarily or indefinitely suspended from using our Websites and Platforms, services, applications or tools;
- Infringe the copyright, trademark, patent, publicity, moral, database, and / or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to Company;
- Use the Content, the Website and / or its platforms for resale, license, sublicense or other distribution for profit;
- Distribute viruses or any other technologies that may harm Our Website and platforms or the interests or property of Users;
- Use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means access to Our Website for any purpose, except with the prior express permission of Company;

- Advertising of illegal services or products according to the applicable law of this TOS;
- Take part in the actions that can be potentially harmful to the Company's reputation, or image of its affiliates;
- Disseminate the service-related information provided the Website and / or its platforms;
- Take action that can be potentially harmful to Company and its partners, servers, technology, and overall operation.

If We notice You are break the rules of the Website or Platform, Adech LLC has the power to block Clients Account(s) and access to the Website and take technical and / or legal steps to prevent You from the usage of any Adtech LLC products.

5. Personal Account

By entering this agreement You are confirming that You are able to form legally binding contracts. If You are creating a Personal account on behalf of another entity, You also confirming that: You hold a legal capacity to enter into an agreement on behalf of the company You represent, and create binding obligation of any entity that You represent.

6. Data confirmation

We may require to confirm addition information through email verification or copies of documents that confirm Your identity.

By using the Website and DSP Platform You allow Adtech LLC to:

- Make requests in order to validate the data regarding Your identity or other information;
- Receive additional information concerning Your identity, corporation or other entity You represent.

7. Updates

User is responsible to provide valid and relevant data. In case an important information or any part of it changes You need to inform the Company as soon as possible and provide the new, relevant information.

8. Requirements for ads

The Content of the provided advertisement materials should meet the United States legislation. Since the laws are changing advertising industry, after some time certain regulations here may be substituted with another ones. By receiving Our Services continually You accept these rules and applicable regulations in the U.S., UK, EU, the country of Your residence and country where the ads are broadcasted.

Thereof, We recommend You to regularly review these requirements for ads in order to stay compliant.

All advertisement and materials You submit to Adtech LLC platform need to correspond to the following requirements:

- Policy regulations and requirements. Your advertisement and material should be in accordance with Our privacy requirements. These are valid not only for ads You submit to Adtech LLC platforms but also to the landing webpage that ad links to.
- Technical characteristics. Rules that are valid for the publisher's website You want to show Your ads on. These rules determine characteristics of advertising that publishers consider acceptable for their inventory. Over a particular time span, they can be modified. The Company is not obliged for any violation such publisher's rules by Users.

9. Advertising liability

We are not responsible for content / form / tone or intonation of Your advertising and materials which You make, upload, and serve using Adtech LLC Service. Thus, the Users are solely responsible for any loss or harm that they may cause to others. You represented Yourself as an eligible party for delivering digital advertising from the moment of using Adtech LLC Services.

In case Your advertising or other materials negatively affect the Company and / or the other Users We safe the right to limit, suspend, or terminate Your Account(s) and access to Our Website, as well as transfer Your contact info to this party for further proceedings.

10. Ad quality approval

Before You can start running the advertisements and use the features of Our platform, You have to get approval from Adtech LLC. We reserve the right to check Users' ads and verify if they meet current ads requirements. You should make sure the ad strictly corresponds to the requirements specified for it, as well as that it meets necessary requirements and comply with the basic policies of IAB www.iab.com in order to increase the chances for successful ad approval.

11. Compliance & violation

Sometimes Adtech LLC will monitor the advertisements and verify if they are in compliance with TOS and meet ads submission requirements. It applies both to the newly submitted ads and the ads that already running on the platform. This procedure exists for the sake of current compliance with eligibility standards. In case We reveal the ads that don't comply or violate regulations in any possible way, we reserve the right to remove it and suspend / delete Your Personal account altogether.

12. Purchasing

Our platform allow Users to bid per impression or per click. When you make a bid, a programmatic algorithm offers the supply side to purchase an inventory. When the offer is accepted at the supply side, it means inventory purchase was confirmed. After the acceptance of a bid by the supply side, inventory

purchase can't be cancelled. You can generate reports in real-time right in the Adtech LLC platforms' dashboards in order to analyze purchases made for a certain period. Statistics and analytical data represented within the platforms are the eligible source of information and will prevail in relevance over all other outer sources of statistics.

13. Methods of payment

You are Yourself responsible for providing correct and valid information during each payment. We recommend You to verify and double-check the information such as payment sum, credit card number, expiry date, as well as wire information during each transaction.

All payments through Our Platform are made in US Dollars.

The third-party providers are responsible for payment execution between You and Adtech LLC. Thus no guarantees are made regarding the time it takes for the funds to be transmitted to Your account. As for the credit card holders, the funds usually transmitted immediately to the account. For PayPal or wire users processing may take longer (up to a few days).

In case of inactivity of Your account, means no ad purchasing took place, no account refills were made, or no logins to your account were detected, for more than 6 months, Your account will be closed and Your balance will be set to \$0 (inactive fee). Adtech LLC is not obliged to notify You about the inactive fee and the account deletion.

For the period of inactivity more than 3 months (after you deposited your first payment) Your account will be closed and your balance will be set to \$0 (inactive fee).

14. Responsibility

As soon as delivery filters are configured You are solely responsible for campaign running. This means it is Your own responsibility to ensure the information is correct when You're accessing Website or DSP platform services such as entering bid prices, criteria, or destination URL.

15. Taxes

You are responsible for all duties, tariffs and taxes related to Your use of the Services, except for taxes on income paid or payable by the Company. You may charge, and We will pay the appropriate national, state or local taxes or value-added taxes that You are legally obligated to charge, provided that such taxes are stated separately in the original invoice that You provide us and this invoice meets the requirements for a valid tax invoice.

16. Refunds

No refunds are provided to the demand parties in case of deletion / inactivity or other actions with the Account. Please see cl. 13 above for more information regarding inactive fee.

17. Indemnification

You hereby agree, at Your own expense and by own efforts, to indemnify, defend and hold harmless the Company, its employees, consultants, agents, and representatives from any losses, damages, claims, alleged claims, suits, actions, or administrative procedures, arising from or related to Your use the Services or access to them, or Your violation of these Terms. This also includes losses that may be caused by copyright infringement or violation of Intellectual property rights.

18. Intellectual Property

The Website, platforms and Our Services are protected by copyright laws and treaties around the world. You should respect the industrial and Intellectual property rights of the Company and third parties.

Intellectual property rights in this TOS means all rights in, to, or arising out of: (i) any work, intangible work, copyrights, copyright registrations, creation, design, mark, trademark, and / or image that is used in commerce / personal goals including but not limited to: article, texts, the source code of the Website and its platforms, documentations, API, products based on the functional parts of the Website and / or its platform; (ii) any U.S. or foreign patent or any software therefore and any all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (iii) moral rights, rights of publicity, right of personality, privacy and likeness, whether arising by operation of law, contract, license or otherwise, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other applicable jurisdiction.

Adtech LLC logo, <https://adtech.com.ua>, and other marks, graphics, scripts, page headers, and sounds are and remain trademarks of the Company. None of the Company trademarks may be copied, imitated, used, downloaded, or otherwise reproduced without Our prior written permission.

It's prohibited to use any part of information, the Content or material on the Website for commercial purposes without obtaining a license to do so from the Company or its licensors.

The Company needs the right to process Your advertising on the Website in order to provide You Our Services in the short and long-run perspective.

By accessing and using the Website and DSP platform Users agree to provide to Adtech LLC a non-exclusive, royalty-free right to apply, deliver, publish, distribute, adapt, reproduce and transfigure the advertising units exclusively for the Website's purposes. This provision applies to Your logo, name, trade name and trademark (if applicable) which can be used on each of their respective web sources and promo materials.

19. Damage Disclaimer

The Company cannot be liable for providing any guarantees because the rendering Services and communication channels are owned by third parties. You understand and agree that Your use of the Services is on Your sole risk.

As a contractor Adtech LLC guarantees the prompt application of all possible measures and activities that ensure high-quality and uninterrupted provision of services. Nevertheless, all Our Services are provided "AS IS" with all probabilities for the interruptions and without any direct or indirect guarantees of stable functioning which means problems with connection, interruptions in power are not the fault of the Company.

The content appearing on the Website and Platform could include technical, typographical, or photographic errors. We do not warrant that any of the materials on the Website are accurate, complete or current. We may make changes to the Content at any time without notice.

Also, the Company cannot be kept liable for Your User account and possible unauthorized access to it. Please treat information as the password and login as confidential and do not disclose it to any third parties, as You are entirely responsible for the security and confidentiality of Your password and account.

20. Service Disclaimer

The company isn't responsible for the outcome of Your advertising campaign in any regards: revenue, engagement, anticipated benefits, etc. The Company has the right to temporarily suspend the provision of services for technical, administrative or other reasons that impede the provision of services while eliminating such reasons.

To according to the current legislation, Adtech LLC refuses to provide any guarantees considering levels, positioning, timing and other characteristics of CTR, cost per impression, availability, volumes of impressions, reaction of Users on Your ads and related to it actions, conversion volume, data relevance, Your ad positioning and adjacency to other ads.

The Company makes no warranty or representation and disclaims all responsibility for:

- Completeness, accuracy, timeliness, security and reliability of the Service or any Content;
- Any harm to Your computer system, loss of data, or other harm caused by Your access or use of Services;
- The deletion of, or the failure to transmit any data, Content and other communications supported by the Services;
- Whether the Services will meet Your requirements or will be available on an uninterrupted, secure, or error-free basis.

IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE.

21. Governing law

These Terms of Service and any disputes arise between You and Adtech LLC be governed by and construed in accordance with the legal system of Ukraine without reference to conflict of law principles. All disputes related to these Terms or the Services will be brought and reviewed solely in the federal or state courts located in Odessa, Ukraine.

You agree that regardless of any statute or law to the contrary, any claim or cause of action related to the Services or these TOS must be filed within one (1) year after such claim or cause of action arose.

22. Force Majeure

As a supplementary part to service disclaimer stated above, the Company gives no operational guarantees in case of delay caused by force-majeure.

We will not be liable for delays, failure in performance or interruption of the Website which result directly or indirectly from any cause or condition beyond our reasonable control, including any delay or failure due to any act of God, act of civil or military authorities, acts of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and / or software, other catastrophes or any other occurrence which is beyond Our reasonable control and will not affect the validity and enforceability of any remaining provisions.

23. Suspension and Termination

The Company reserves the right to delete or suspend Your User account in case You violate or breach this TOS.

If Your User Account has been terminated, You have to instantly delete all downloadable files that You derived from the Website and Our platform and stop accessing Our Services.

In the event, the Company terminates or suspends Your User account the execution of it comes immediately. If the Company notices that You run another Account on the Our Website and / or platforms We may terminate this related Account instantly too with no refund.

24. General conditions

Opening new accounts. In the event, the Company terminates or suspends Your User account the execution of it comes immediately. If the Company notices that You run another Account on Our Website and / or platform We may terminate this related Account instantly too.

Confidentiality. All the information You receive from Adtech LLC, including information about publishers, advertisers, website stats, agreement conditions, etc., You should keep confidential and do not disclose or share it for any purpose.

Suggestions. You may share with Adtech LLC your ideas considering platform improvement and updates. Such suggestions are given voluntarily. By sending suggestions to Adtech LLC, You agree for royalty-free, irrevocable, and unrestricted usage of them by Company (for free publishing, modification, sublicensing, and display for commercial purposes).

Joint ventures are prohibited. Please pay Your attention, Your agreement with Adtech LLC doesn't extend to the joint venture, agency relationship, partnership creation between You and the Company or its affiliates.

Transferring assignment. You cannot transfer the rights and obligations under this TOS without prior consent from Adtech LLC. The Company may transfer or assign these TOS or any rights, obligations and licenses these TOS grant, in whole or in part, to any person or entity at any time, and is not required to provide You with notice of such assignment.

When such an assignment is executed, Adtech LLC is released from all assigned obligations and the assignee starts to handle these obligations instead.

Agreement conditions and modifications. We may amend or modify this TOS by posting through the Website and the revised TOS will be effective at such time. If You do not agree with any such modification, You may not use the Website anymore and Your sole and exclusive remedy is to terminate Your use of the Website and write Us a letter about closing Your User Account. The Terms of Service, Privacy Policy, Cookie Policy and all terms posted through Our Website set forth the entire understanding and agreement between You and Adtech LLC, and supersedes all prior understandings and agreements of the parties.

Jury trial waiver. The parties agree and realize that any controversial matters that can be caused by the conditions of this agreement. In this regard, the court proceeding which is caused by this controversy must be handled in the competent jurisdiction court by a judge accompanied by no jury.

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Adtech LLC

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