

## TERMS OF USE

Ave Ads is an advertising agency offering a user-friendly platform providing service access to various advertising platforms and other services to users in advertising market.

The Website of **Ave Ads** are owned and operated by **Ave Ads**. The use of this Website, the Services, the content and information available on this Website (collectively the "**Services**") shall be subject to acceptance of and compliance with the terms and conditions set forth in these terms of use (collectively, the "**Terms of Use**" or "**Terms**") and elsewhere on this Website. The terms "**you**," "**your**", "**yours**", "**user**" "**users**" and "**yourself**" refer to all visitors and users to this Website. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of the Website.

The use of the **Ave Ads** is subject to the compliance with these Terms of Use. 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.

Moreover, **Ave Ads** does not and will not grant you any right or license to access, browse or the services without your willingness and ability to be bound by all of the terms and conditions of this document.

**Ave Ads** reserves the right to amend the terms of use at any time by posting updated Terms of Use, without any prior notice to users by e-mail or otherwise.

User's responsibility is to regularly check the 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 <https://aveads.io/>.

### Terms and definitions

**Ave Ads** - the platform (hereinafter Ave Ads or Platform), where you can get access to various advertising platforms, including but not limited to TikTok, Google Ads, Facebook, via our service and get other services, provided by our team.

**Customer** – user of **Ave Ads** (hereinafter "**User**" or "**Customer**"), which is the entity or private person, who registered in Platform and get access to advertising platforms and other services via Ave Ads.

**Account** – Customer's account in Platform.

**Advertising account** – the account of Platform in Advertising platform (TikTok, Google Ads, Facebook and others).

**Ad campaign** – advertising campaign of User.

### Registration process

When registering on **Ave Ads**, 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 in case You are private person. 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 entity and the entity is active and legally incorporated in appropriate state and not under the procedure of bankruptcy or strike-off.

Using the Services you agree to receive marketing information with the latest news, benefits, offers and marketing campaigns from Ave Ads.

The owner of account is solely responsible for the use of the account, and shall comply with all rules set forth in these Terms of Use of **Ave Ads** as well as all other terms of use posted on the <https://aveads.io/>.

As part of the registration process, you will need to provide an email address and create a password to log into the system, and provide contact details. 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. You are solely responsible for the accuracy of your personal and/or entity's information and agree to keep your password and account information confidential. Failure to do so will constitute a breach of these Terms and **Ave Ads** reserves the right to cancel your account. You agree to immediately notify **Ave Ads** 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.

In case You provide your account data to any third party or will not take the necessary measures to keep your data confidential **Ave Ads** is not liable under any circumstances for Your losses.

**Ave Ads** 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 **Ave Ads**, and if we assume that your actions are illegal, fraudulent, abusive, or may result in legal liability or other damage to **Ave Ads** or any third party.

### **Use of Service. Rights and obligations**

Upon completion of registration process on the Platform, Our team will contact You to specify details on further cooperation within the framework of using our Service, including the choice of an Advertising platform, the planned number of advertising accounts to use, the advertising campaign budget, the test period, if applicable.

Upon agreement of abovementioned details, the Platform issues You the invoice to start using the Service. The Platform provides access to its advertising platforms only upon receipt of an advance payment. The User receives the access to the appropriate advertising platforms within a business day or other term agreed by the parties after receiving the prepayment by the Platform. The payments can be made via wire transfer or other methods. Ave Ads makes conversion to payment currency in Ave Ads' account in appropriate account in advertising platform according to official exchange bank rate or appropriate digital currency exchanger upon Ave Ads's choice.

The User undertakes not to provide access to the account to any third parties, otherwise the Platform is entitled to block the User's access to Services immediately, as well as to withhold any funds on User's account balance as a fine for violation these Terms.

The Platform provides the support to the Customer on any issues during the period of using the Services.

When funds in User's account are close to nil, the User undertakes to make the agreed amount of prepayment for further use of the Service on the basis the Platform's invoice issued.

If, for one reason or another, the User's balance in the Platform is negative, the User undertakes to repay the debt to the Platform within 3 (three) business days upon the request of **Ave Ads**.

Failure to do so may result in the accrual of interest at a rate of 2,5 % per month, compounded monthly.

When using the Service, the User is obliged not to violate the terms and conditions of the relevant Advertising platforms. The User is obliged to read carefully the terms and conditions of Advertising platforms and follow strictly its rules. The Platform is not responsible for the actions and / or inaction of the User in connection with the use of Advertising platforms. If, as a result of the actions/inactions of the User, access to the relevant Advertising platform will be banned by the Advertising platform, the Platform is not obliged to make refunds to the User, unless the

Advertising platform independently refunded the sums to **Ave Ads**, and the User's actions when using the service are not violated the terms of use of the Advertising platform and **Ave Ads** Terms. When using the Services, the User is entitled to request the option of using multiple accounts in the relevant Advertising platforms. The number of accounts provided per month is determined based on the User's monthly advertising budget, the features of the User's advertising campaigns and after the first three months of the User's cooperation with the Platform.

You can delete Your account in Platform at any time upon the email request to Ave Ads - [info@aveads.io](mailto:info@aveads.io).

## **Remuneration**

The Remuneration of Platform for providing access to appropriate Advertising platform is determined for each Customer individually and specified in Customer's account in Ave Ads. The remuneration is debited from funds, credited to appropriate account in Advertising platform (Google, TikTok, Facebook etc.).

The remuneration of Platform is debited at once upon the receipt funds refer to the invoice for providing services. The Remuneration is not subject of any chargeback except for the cases when User is not able to get access to Advertising platforms due to actions of Platform.

The commission of Platform for provision of agent services is determined individually for each Customer and depends on advertising campaign budget to be provided via Platform's service and other details.

The remuneration of Platform for any other kind of services, provided by **Ave Ads**, is agreed additionally.

## **The limited license of use.**

**Ave Ads** 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. **Ave Ads**, as the owner of the Website, also has other rights in addition to the above.

## **Rules and restrictions**

In relation with your use of the Services, you agree:

- to not break the rules, including but not limited to, These Terms, the Privacy Policy or any other agreement or regulation which are posted on the Website.
- to not violate any applicable laws, decisions or regulation, including but not limited to regulations applicable to advertising activities, financial services, consumer protection, unfair competition, the prohibition of discrimination, racism, nationalism.
- to not offer or distribute counterfeit goods, services, schemes, and actions (for example quick money-scheme), chain letters, pyramid schemes and not to engage in any unfair fraudulent activities.
- to not violate the copyrights, patents, trademark rights, trade secret or other intellectual property rights, and rights of publicity or privacy of any person.
- to not violate confidentiality and not disclose obligations that you have with other parties;
- to remove any advertisement data if it is:
- defamatory, libellous, pornographic, threatening, and inciting for violence;

- humiliate or demean a person or group of people on religion, gender, sexual orientation, race, ethnicity, age or disability basis.
- contain false, inaccurate or misleading information;

In case the Ave Ads is the agent for Your purposes You are obliged do not engaged the Ave Ads in illegal advertising campaigns, services, do not use the Ave Ads resources for any illegal activity, activity which can violate third parties' rights and interests. You are fully liable for all actions you perform under provided Ave Ads account and with any Ave Ads resources.

### **You are prohibited:**

- to offer or otherwise distribute any form of sexual services, including, but not limited to, any pornographic materials and services, any materials and services that require age limit and so on.
- to artificially inflate clicks or use fraudulent methods, manually or automated, of implementation of clicks (e.g. placing our teasers inside popup windows, videoplayers, buttons, etc.).
- to open a new account on Platform, if your previous was blocked in the event of violation of the Terms;
- to falsify headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website;
- to modify, adapt, translate, create derivative works, decompile, disassemble or otherwise attempt to derive source code from the Website, its software or technology, or try to create a substitute or similar service, product or website through the use of or access to the Website or technologies associated with them;
- to use viruses, Trojan horses, worms, or other computer programs that may damage, interfere with, surreptitiously intercept or expropriate any system, data or information, or use any device, software or routine that interferes with normal functioning of the Website.

### **Copyright**

The content, graphics, design, compilation, and other matters related to **Ave Ads** are protected in accordance with the laws of copyright, trademarks and other 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.

### **Advertisement content**

You are entirely responsible for all content of the advertisement you are sending for display. **Ave Ads** do not check the content and is not responsible for the accuracy, integrity or quality of any content. Under no circumstances **Ave Ads** 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.

## **Refund policy**

Refund could be applied only upon written request containing reasons for your refund in following cases:

- Ad campaign in Advertising platform 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 **Ave Ads**.
- The User may terminate the use of Service at any moment.

Refund will be made in the amount of unused funds.

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

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

## **Disclaimer**

**Ave Ads** 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 Users under any circumstances. **Ave Ads** may block user at any time without giving any ground and withhold any funds in the event of suspicion on the implementation by the latest of actions that violate the rules of Services and Advertising Platforms. **Ave Ads** can block Users in case of violation of the rights of third parties by the content of the advertising materials, which will be known to the **Ave Ads**, as well as in the case of delay in payment.

Ave Ads is independent contractor and operates exclusively as advertising agency. Platform does not operate as financial intermediary or financial agent and does not provide any kind of services refer to monetary intermediary. Ave Ads activity in not subject of any licensing or authority's approval.

## **Limitation of Liability**

**Ave Ads'** obligation or liability under these Terms is limited to the total sums paid by you to **Ave Ads** during 6 months preceding the claim but cannot exceed 500 EUR in any case. Any action, suit, or proceeding against the other party to these Terms of Use must be brought within one year after the termination of these Terms of Use.

You agree that **Ave Ads** shall not be liable to you or any third party, including other Users of the Service, for any consequential, exemplary, special, incidental, or punitive damages. This includes but is not limited to loss of goodwill, lost profits, business interruption, or loss of programs or other data, even if advised of the possibility of such damages or claim. The limitations of liability are important to ensure that both parties understand the extent of their obligations and potential risks under these Terms of Use.

No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

You agree to indemnify, defend and hold us harmless from any third-party claims, damages, liabilities, losses and/or expenses (including reasonable attorneys' fees and expenses) arising out of your access to or use of the Platform, your violation of these Terms of Use, or the infringement by any other user of your account, for violations of any intellectual property or other right of any person or entity. We will promptly notify you of any such demand, loss,

liability or claim and will provide you with reasonable assistance, at your expense, in defending against any such demand, loss, liability, claim or expense.

### **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, labor strikes, earthquake, natural disasters, or any other reasons arising beyond the reasonable control of that party.

### **Applicable law and Dispute resolution**

These Terms of Use will be interpreted and governed based on the laws of the Gibraltar without considering rules regarding conflicts of law. By using the Service, you irrevocably agree to the exclusive jurisdiction of Gibraltar courts in any disputes related to or arising from the use of the Services. Nevertheless, Our team will make best efforts to resolve any dispute via negotiations for mutual benefit.

### **Miscellaneous**

Terms of Use constitute the entire agreement between you and **Ave Ads** with regard to your use of this website, and any and all other written or oral agreements or understandings previously existing between you and **Ave Ads** with respect to such use are hereby replaced and cancelled. **Ave Ads** will not accept any other Terms of Use, and any such offers are hereby rejected. **Ave Ads** failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by **Ave Ads** of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between **Ave Ads** and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. If any of the provisions of these Terms of Use are held by a court or other authority of competent jurisdiction to be void or unenforceable, such provisions shall be limited to the minimum extent necessary and replaced with a valid provision that best contains the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

**Ave Ads** reserves the right, at its sole discretion, to modify these Terms of Use at any time. It is your sole responsibility to check these Terms of Use regularly for changes. Your ongoing use of the website following the upload of any modifications will mean that you accept and agree to them.

Please do not hesitate to contact us if you have any questions regarding the Terms via [info@aveads.io](mailto:info@aveads.io).