

## **General Terms and Conditions**

By using our services, you are agreeing to our Terms and Conditions, so please read them carefully.

Advertiser Agreement | Publisher Agreement

Advertising Technologies Limited, Graceful Limited, Fastlink Supplies LP and GLAVCPA LTD. (d/b/a GLAVCPA) (the, “Glavcpa.com”, “GLAVCPA”, “We”, etc.) are an advertising network that provide services for products monetization and promotion, connecting publishers and advertisers through our platform globally, and You (the, “Advertiser”, “You”, “Yours”, etc.) is a business that is seeking an agency to perform advertising and marketing consultancy, media and media markets analysis, media campaign planning, media time buying, and media management services, and whereas, GLAVCPA has offered its services to the Advertiser through Glavcpa.com web site (the, “Site”), and You has chosen to hire GLAVCPA to perform these services, now, therefore, GLAVCPA and Advertiser agree as follows:

### **1. Definitions**

“Advertiser’s Campaign” means a type of operation by which Advertiser bids on available within ADV Online Company domain or other-source traffic. Campaign has its settings such as name, daily and total budget, geo-targeting, bid maximum price and destination URL which points a webpage, assumed to be owned/managed by Advertiser.

“Ad(s) or Advertisement(s)” – means graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements or similar generated by Advertiser’s web-servers in response to a query from GLAVCPA.

“Advertiser” – means the company that has decided to enter into this Agreement and that has decided to assign GLAVCPA to provide online advertising services in accordance with the provisions of this Agreement.

“GLAVCPA ” means GLAVCPA’s digital advertising network available on the Site, including advertisers and publishers.

“Proxy bidding” is a ADV Online Company auction mechanism allowing Advertisers to offer their maximum bid on a given traffic without revealing its maximum value to opponent bidder(s) (other Advertiser). Thanks to Proxy

bidding, Advertiser pays only outbid price for desired traffic, not stated directly maximum (until another Advertiser outbids his maximum bid).

“Clicks” means a click by an End User. “Clicks” do not include clicks which are invalid as determined by ADV Online Company’s internal tracking system and traffic quality scoring process or for which ADV Online Company does not recognize revenue from its advertiser partners. Invalid Clicks may include clicks (i) generated by automated crawlers, robots or click generating scripts providing traffic which has no intent to sign-up, purchase or otherwise act upon a product or service offering; (ii) multiple clicks on the same advertisement within a brief period of time, or (iii) that an advertiser receives and rejects for a valid business purpose (e.g., a Click which was not generated by an End User).

“Domain Owner Website” means any website associated with a domain name owned by a Domain Owner which participates in the services or features of GLAVCPA.

“End User” means a bona fide living human Internet user. An “End User” excludes any person or any mechanical, artificial or fraudulent means (such as a so-called robot, spider, software or scraper) lacking an intention to purchase, sign up or otherwise act upon a product or service of the marketer contained on a Landing Page or Search Results Page.

“Landing Page” means an html page or a framed html page hosted by or on behalf of ADV Online Company displaying search links, search results and/or other content from ADV Online Company servers or such servers as ADV Online Company uses.

“Net Revenue” means Revenue adjusted for any bad debt, net credits or returns from previous payment periods, less any amount ADV Online Company determines, in its sole discretion, was the result of improper use of Domain Owner Websites and as such revenue is otherwise calculated or adjusted by ADV Online Company to take into account (i) any exclusions set forth in these Terms of Service, (ii) the results of ADV Online Company’s traffic quality scoring process and (iii) any other adjustments made by ADV Online Company in its sole discretion. ADV Online Company may exclude from Net Revenue monies from traffic that originates from countries where traffic is, in the sole discretion of ADV Online Company, suspect or difficult to track in the normal course of business or is determined to be invalid on a consistent and regular basis by ADV Online Company or its Advertiser.

“Revenue” means estimated gross revenue to be received by ADV Online Company for a particular calendar month as a direct result of Clicks on an advertisement or other promotional link attributable to traffic from Landing Pages or Search Results Pages hosted on a Domain Owner Website pursuant to GLAVCPA as reported by ADV Online Company’s Advertiser as of the end of such calendar month.

“Search Results Page” means an html page hosted by or on behalf of ADV Online Company displaying search results pulled from ADV Online Company servers (or such other servers as ADV Online Company elects to use), which has resulted from a typed in search or a keyword click from and only from a Landing Page. Search Results Pages accessed by End Users through GLAVCPA shall be solely through ADV Online Company’s servers (or such other servers as ADV Online Company in its sole discretion may use, hosted on ADV Online Company’s servers or domains, meaning that ADV Online Company shall host or on its behalf provide for hosting of all Search Results Pages in response to valid queries entered by End Users).

## **2. Advertiser**

Purchaser of domain (and other) traffic available on Glavcpa.com platform (further referred to as “you,” “your,” or “Advertiser,”) )

These Terms of Service govern your participation in and/or use of certain services or features of Glavcpa.com (further referred to as: GLAVCPA), a website owned and operated by ADV Online Company. By participating in or using the services or features of the GLAVCPA, you are agreeing to be bound by these terms of service (“Terms of Service”). These Terms and Conditions do not govern the relation between ADV Online Company and publishers – the website owners or operators interested in generating domain traffic. Such relation shall be subject to a separate agreement.

This Terms and Conditions are effective as of the date the Advertiser registers as a GLAVCPA user.

## **3. Domain Monetization Services**

GLAVCPA is a service that empowers domain name owners and other traffic providers to generate earnings based on appropriate incoming traffic to their domains or other sources, as described herein.

GLAVCPA allows Advertisers to bid on available web traffic to redirect it to their own domains, pop ups or other sources. The traffic is redirected from domains and other sources cooperating with GLAVCPA and may be generated by desktop or mobile users.

ADV Online Company does not guarantee any effects of Advertiser's Campaign, in particular ADV Online Company does not guarantee to deliver any number of visitors or Clicks. Advertiser also understands that ADV Online Company does not guarantee sales or sign-ups (i.e., conversions) and will not issue a refund if none are achieved. ADV Online Company does not guarantee any sales and will not be held responsible if sales are not generated.

In no event ADV Online Company shall be liable for any consequential, direct, indirect, incidental, punitive, or other damages whatsoever (including, but not limited to, damages for loss of profits, loss of information or other pecuniary loss) arising out of the use or inability to use Advertiser's Campaign, even if ADV Online Company or Advertiser has been advised of the possibility of such damages.

For the duration of the contract, ADV Online Company grants the Advertiser the revocable, non-exclusive, non-transferable and non-sub-licensable right to use the GLAVCPA for own business purposes in accordance with these Terms and Conditions.

#### **4. Payment.**

Advertiser prior to buying traffic must deposit funds to his GLAVCPA account. The amount of the deposit is solely a decision of Advertiser. Deposited funds are ring fenced within ADV Online Company accounts and within the accounting ledger. To facilitate the depositing of funds, the Advertiser is provided with multiple payment options such as Bank Wire, e-payments and PayPal. The currency accepted and used within ADV Online Company is United States Dollars. Deposited funds can be used only for purchase of traffic via different types of campaigns available in GLAVCPA. Deposited funds do not expire and can be used to purchase traffic at any time. Advertiser may request to obtain a credit limit and can be granted with it base on individual decision of ADV Online Company. ADV Online Company reserves the right to cancel the credit limit in its absolute and sole discretion at any time.

Payments are based on Clicks and depend on Proxy Bidding results.

Advertiser understands and agrees that the statistics system provided by ADV Online Company shall serve as the official record of traffic and Clicks delivered

throughout the Advertiser's Campaign. Other ways of tracking the traffic are acceptable based on individual request from Advertiser and after written approval from ADV Online Company.

## **5. Factors Affecting Payment.**

Advertiser acknowledges and agrees that different funds deposit options – such as Bank Wire, or PayPal, or e-payments - may hold additional costs of transactions which are subjected to change without explicit notice from ADV Online Company; information on additional costs of transactions is always displayed on GLAVCPA payment screen. All costs related to payments, depositing funds or refunds shall be borne by the Advertiser.

In the event that Advertiser's site or Landing Site becomes unavailable for any reason (e.g., server hosting the provided URL is down or unavailable, timed out, or shows to be active but with internal server errors, 404 errors and other types of common or uncommon errors associated with the internet, Advertiser's website, Landing Site, the Advertiser's network, and/or its underlying infrastructure), Advertiser will not hold ADV Online Company or its partner sites responsible for these errors.

All and/or any web traffic delivered to the Advertiser's site during this down time will not be refunded.

ADV Online Company cannot be held responsible for factors beyond its control that may interfere with its ability to deliver visitors to the Advertiser's site. Such factors include, but are not limited to, downtime on Advertiser's server, overuse of Advertiser's bandwidth quota (if applicable), errors on Advertiser's site, pop-up killers, and/or network outages beyond ADV Online Company servers.

## **6. Taxes and Withholding**

Advertiser understands and agrees that taxes with respect to commissions or any other payments made to ADV Online Company hereunder will not be withheld or paid directly or indirectly by ADV Online Company unless ADV Online Company determines in its sole discretion that ADV Online Company or its affiliates may be liable for any such taxes, in which case it shall withhold the estimated amount and notify Advertiser of such withholding. Advertiser understands and agrees that it is Advertiser's responsibility to pay all applicable local, state, federal, and/or foreign

taxes on commissions and other expenses to ADV Online Company pursuant to these Terms of Service. Advertiser agrees to promptly reimburse and indemnify ADV Online Company from any claim or assessment of taxes by any foreign state, and/or local taxing authority, and any other costs and damages, arising from or in connection with the operation of this Section.

## **7. Payment Disputes**

Advertiser understands and agrees to address any questions Advertiser may have with any payment of commissions under these provisions to ADV Online Company within thirty (30) days of the date of such payment, in writing or by e-mail to [info@Glavcpa.com](mailto:info@Glavcpa.com) Failure to notify ADV Online Company within such period will constitute an acceptance of, and agreement with, the applicable payment.

## **8. Refunds.**

You may ask for a refund of the remaining funds on your account by contacting [info@Glavcpa.com](mailto:info@Glavcpa.com) This only includes funds that you have deposited using the payment methods described in 10. This does not include bonuses, or any other form of credit from Codewise. The minimum deposit required is 200 USD. The first deposit is nonrefundable.

The remaining balance of any accounts banned due to advertiser guideline violations will not be refunded.

The Advertiser agrees that Codewise shall not reimburse funds Advertiser already spent on purchased traffic.

## **9. Restrictions and Rights**

All of the following terms and conditions must be adhered to and are legally binding, immediately upon acceptance of these Terms of Service.

### **9.1 General Restrictions:**

The Agreement for participation in GLAVCPA is concluded for an indefinite period. The parties can terminate the agreement at any time in writing.

ADV Online Company reserves the right to terminate Advertiser's participation in GLAVCPA in its absolute and sole discretion at any time.

ADV Online Company may suspend or terminate Advertiser's access to GLAVCPA at any time, without advance notice, for any reason that ADV Online Company finds valid in its sole discretion until cured, including but not limited to where ADV Online Company believes that: (A) Advertiser is in any way in breach of the Terms and Conditions; (B) Advertiser, at any time, is conducting activities that do not fully comply with all applicable local, state, federal and foreign laws, rules and regulations. Regardless of the circumstances, such termination by ADV Online Company shall not give rise to liability.

Bonuses or any form of credit granted by ADV Online Company are no subject to refund.

All data, files or other information stored in Advertiser's account shall be no longer available to Advertiser. Advertiser agrees that ADV Online Company has the right to delete all data, files, or other information that is stored in Advertiser's account subsequent to termination. Advertiser agrees that ADV Online Company may retain chosen data related to Advertiser's use of GLAVCPA, except for any personal data. Such data shall be used only to improve GLAVCPA's performance and quality of service.

Advertiser is prohibited to use, purchased via GLAVCPA, traffic to promote sites containing illegal and/or socially unacceptable content such as violent pornography, child pornography, hate or violence related, racism, harassment, illegal drugs and other acts and contents banned by law.

Advertiser shall not use GLAVCPA in any manner, or in connection with any content, data, hardware, software or other materials, that (A) infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, (B) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias) (D) violates any applicable law, ordinance, rule, regulation or treaty.

Advertiser shall be responsible for all damages incurred by ADV Online Company arising from violation of any of the provisions herein, including the loss of business profits caused by termination of contracts by ADV Online Company's business partners.

ADV Online Company shall not be obligated to provide Advertiser with any support, but may elect to do so at its sole discretion.

## **10. Account**



Access to GLAVCPA is via special website: Glavcpa.com

When Advertiser uses the services provided by ADV Online Company, Advertiser will be required to create an account with ADV Online Company to use its web-based interface.

Advertiser shall provide true, accurate and current information to ADV Online Company and shall maintain all account information, insuring it is true, accurate and up-to-date.

When an individual, Advertiser represents and warrants: he/she is at least 18 years old, has full capacity to perform acts in law and is an individual running a business (i.e. Advertiser is not a consumer).

When a person signing to GLAVCPA acts on behalf of their employer or an entity, this person represents and warrants he/she has a full legal authority to bind their employer or such other entity to these Terms and Conditions.

The Advertiser (when an individual) or the person acting on behalf of Advertiser authorizes ADV Online Company to process their personal data given during registration.

ADV Online Company is the controller of personal data. Advertiser (when an individual) or person acting on behalf of Advertiser has the right to access their personal data processed by ADV Online Company and to request the data to be corrected or deleted.

Advertiser shall not permit any 3rd party to use or gain access to GLAVCPA and shall use reasonable security measures to protect against unauthorized usage

and/or access. Advertiser is responsible for selecting and continuously managing its password and security settings to protect Advertiser's account and Advertiser's campaigns settings (including Advertiser's contact information) from unauthorized changes. Advertiser is entirely responsible for maintaining the confidentiality and secrecy of Advertiser's password and account security settings, as well as Advertiser's other

information. All consequences of Advertiser's voluntary disclosure of password and account information as well as all activities that occur in Advertiser's account are Advertiser's responsibility. Advertiser agrees to notify ADV Online Company immediately of any unauthorized use of Advertiser's account or any other breach of security.

Advertiser agrees that it shall be responsible for all activity that arises from Advertiser's account, whether initiated by Advertiser or others on Advertiser's behalf and ADV Online Company shall be entitled to rely on any requests which have been initiated from Advertiser's account. ADV Online Company disclaims any liability for any activity in Advertiser's account, whether initiated or authorized by Advertiser or not. Advertiser is solely responsible for use of GLAVCPA by their employees or any unauthorized person.

Every new account created in the GLAVCPA system is manually approved or denied by one of GLAVCPA's agents. The Advertiser acknowledges and agrees that all their campaigns participating in GLAVCPA will be subject to review by ADV Online Company's employees. ADV Online Company reserves the right to accept or reject Advertiser's campaign at any time based solely on ADV Online Company judgment on compliance with the Terms of Service.

Accounts or Advertiser's Campaigns will be verified within 72 hours. Requests submitted during holidays will be considered as submitted on the following working day.

Advertiser shall not access, or attempt to access, GLAVCPA by any means other than through the website or interface provided by ADV Online Company.

Advertiser shall not attempt to obstruct, disrupt or interfere with the operation of GLAVCPA (in particular with the results of Proxy bidding) or other services provided by ADV Online Company.

Advertiser shall not attempt to gain unauthorized access to accounts registered to other users, or any servers, systems or networks connected to GLAVCPA or ADV Online Company's website.

Advertiser shall not obtain or attempt to obtain: (A) any information from the GLAVCPA, including without limitation: email addresses or phone numbers of other account holders or other software data; (B) intercept, examine or otherwise observe any proprietary communications protocol or bidding mechanisms used by GLAVCPA, ADV Online Company's website or servers, (C) use any

software that is designed to provide a means of unauthorized access to, or distort, delete, damage or disassemble GLAVCPA or ADV Online Company's website or servers.

## **11. Representations & Warranties**

ADV Online Company represents and warrants that it has full power and authority to enter into these Terms of Service. Advertiser represents and warrants that it has full power and authority to agree to these Terms of Service.

GLAVCPA, ADV Online Company and its affiliates and its and their respective officers, directors, shareholders, members, employees, advisors, contractors, licensors, licensees, suppliers, vendors, advertisers and agents (collectively the «GLAVCPA parties») are not responsible for any content provided by third parties (including advertisers).

## **12. Intellectual Property**

As between ADV Online Company and Advertiser, ADV Online Company (or others it so designates in writing) shall own all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), relating to GLAVCPA (and any derivative works or enhancements thereof), including but not limited to, all software, technology, processes, materials, guidelines, documentation, relating in any way to GLAVCPA. For purposes of these Terms of Service, "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide. Advertiser shall not, and shall not allow any third party to: (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any intellectual property in any way related to GLAVCPA or ADV Online Company; (ii) affix any unauthorized copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of any site, or any other technology, software, materials and documentation related to GLAVCPA or ADV Online Company; (iii) crawl, index or in any non-transitory manner store or cache information obtained from GLAVCPA; (iv) transfer, sell, lease, lend,

disclose, or use for co-branding without explicit written permission from ADV Online Company, any aspect of GLAVCPA under any timesharing, service bureau or other unauthorized method or access thereto; (v) directly or indirectly access, launch and/or activate GLAVCPA through or from any software application or means other than the Advertiser Website; or (vi) engage in any action or practice that reflects poorly on GLAVCPA, ADV Online Company or its Traffic Providers, or otherwise disparages or devalues the reputation or goodwill of the same.

All algorithms, methods of computation and data processed by GLAVCPA to measure network traffic (in particular Clicks) or used for Proxy Bidding, geolocation or categorization of network traffic or any other data of statistical nature necessary for proper functioning of GLAVCPA or features thereof (hereinafter referred to as: "Processed Data") are and shall remain the sole and exclusive property of ADV Online Company, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto. All rights not expressly granted to Advertiser herein are reserved to ADV Online Company.

Advertiser's materials (i.e. ads, campaigns, labels etc.) are and shall remain their sole and exclusive property, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto.

### **13. Confidentiality**

Advertiser agrees to safeguard and, except for the benefit of GLAVCPA, not to disclose to anyone outside GLAVCPA any proprietary or confidential information acquired from Advertiser's access to GLAVCPA. Such information includes, without limitation, principles of operations of GLAVCPA business plans, customer lists, operation procedures, trade secrets, design formulas and programming code, know-how and processes, computer programs and inventions, discoveries, and improvements of any kinds (hereinafter referred to as Confidential Information). Advertiser shall not sell, transfer, publish, disclose, display, or otherwise make available any portion of the Confidential Information to others except as expressly provided for herein. Advertiser agrees to secure and protect the Confidential



Information in a manner consistent with the maintenance of ADV Online Company's rights therein. Advertiser shall use its best efforts to assist ADV Online Company in identifying and preventing any unauthorized access, use, copying, or disclosure of the Confidential Information, or any component thereof, or any of the algorithms or logic contained therein. Without limitation of the foregoing, Advertiser shall advise ADV Online Company immediately in the event Advertiser learns or has reason to believe that any person to whom Advertiser has given access to Confidential Information has violated or intends to violate the confidentiality of the Confidential Information or any other the proprietary rights of ADV Online Company, and Advertiser will, at Advertiser's expense, cooperate with ADV Online Company in seeking injunctive or other equitable relief in the name of Advertiser or ADV Online Company against any such person. Advertiser agrees to maintain the confidentiality of ADV Online Company's Confidential Information using at least as great a degree of care as Advertiser uses to maintain the confidentiality of Advertiser's own most confidential information (and in no event less than a reasonable degree of care). Advertiser acknowledges that the disclosure of any aspect of the Confidential Information, including without limitation GLAVCPA or any other Confidential Information referred to herein, or any information which, at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to ADV Online Company inadequately compensable in damages at law, and ADV Online Company is entitled to seek and obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available. In addition, ADV Online Company may immediately terminate Advertiser's account and all license rights granted herein, in the event Advertiser breaches any of its confidentiality obligations.

#### **14. Modifications**

ADV Online Company reserves the right to change these Terms of Service at any time in its sole discretion and pursuant to applicable law. Amended versions of this Agreement will be effective upon posting at Glavcpa.com terms, and when such changes are deemed to be material by ADV Online Company, such information will be stated on main page of Glavcpa.com. Your continued use of GLAVCPA after the effective date of any such changes will constitute your acceptance of and agreement to such changes. If ADVERTSER DOES NOT WISH TO BE BOUND TO ANY NEW TERMS, IT MUST TERMINATE

## THESE TERMS OF SERVICE BY IMMEDIATELY CEASING USE OF GLAVCPA.

ADV Online Company reserves the right to modify GLAVCPA and its functions or services at any time in its sole discretion and without any liability. ADV Online Company agrees to use commercially reasonable efforts to minimize unscheduled modification and maintenance interruptions. However, ADV Online Company reserves the right to modify or maintain GLAVCPA at any time, with or without notice to Advertiser.

### **15. Indemnification**

Advertiser shall indemnify, defend, and hold harmless GLAVCPA Parties from and against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, reasonable attorney fees, accounting fees, and expert witness fees) incurred by GLAVCPA Parties, known or unknown, contingent or otherwise, directly or indirectly arising from Advertiser's breach of any term or provision of these Terms of Service or any way related to Advertiser's use of GLAVCPA, including but not limited to any claim that the Advertiser's website is owned by someone other than Advertiser or that the website infringes on the intellectual property rights of a third party. ADV Online Company shall notify Advertiser of any such claim and shall cooperate with Advertiser, at Advertiser's expense, in defending or settling such claim. Advertiser may not settle any such claim in a manner that imposes any non-indemnified costs or otherwise adversely affects ADV Online Company rights without ADV Online Company's prior written consent. ADV Online Company may join in defense with counsel of its choice at its own expense. If Advertiser does not assume the defense of any such claim within thirty (30) days after the date notice of such claim is given, ADV Online Company may defend against such claim in such manner as it may deem appropriate at Advertiser's expense, including, without limitation, settling such claim, after giving notice of the same to Advertiser.

### **16. Privacy Policy**

GLAVCPA's Privacy Policy is hereby incorporated by reference into these Terms of Service. The Privacy Policy provides rights to Advertiser and ADV Online Company's responsibilities with regard to Advertiser' personal information. ADV Online Company shall not use information of Advertiser in any way inconsistent with the purposes and limitations provided in the Privacy Policy. ADV Online Company may update, modify or amend the Privacy Policy from time to time as set forth therein.

## **17. Miscellaneous**

These the Terms and Conditions contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by you when signing up for the service by certified mail, fax, email or courier. GLAVCPA reserves the right to change any conditions of this contract at any time. You may refer contract revisions in our website [Glavcpa.com](http://Glavcpa.com). The Terms and Conditions of Advertising Technologies Ltd. and FASTLINK SUPPLIES L.P. [as published on [Glavcpa.com](http://Glavcpa.com) (the "Terms")] bind the parties from the date signed or the date service is provided and shall apply to each and any services provided by GLAVCPA. The Terms shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by GLAVCPA.