

# Terms of Use Adriver connector

Version: october 2020

## 1. Terms and Definitions

The following terms shall have the following meaning:

**Ad Account** is a Client's account that is required for access, authentication and authorization to Ad Platforms.

**Ad Account (Direct)** is an ad account that meets the following conditions:

- is created by the Client directly on the Ad Platform without using AdRiver System;
- is assigned to the Client in AdRiver Account;
- has a link to AdRiver's MCC on the Ad Platform and this link is the first by the date of installation; - is billed directly by the relevant Ad Platform, and AdRiver has no access to this billing.

**Advertising Campaign** - is a set of the essential terms of Placement of Online advertising using AdRiver System, namely the text, content of the Internet advertising, key words, Advertising sites and prices at which the Client agrees to place an Internet advertising, the time frames of placement (commencement, completion) of the Internet advertising, description of the audience, which the Internet advertising is directed at, links to the websites or Internet pages with the contact data of the Client and other terms designated by the Client as essential.

**Ad Platform** - an integrated web-based platform that allows the Client to publish advertising materials on websites and applications, including but not limited to Google Ads. The full and actual list of the integrated Ad Platforms is located on AdRiver branded websites.

**AdRiver Account** - a part of AdRiver System, containing information about AdRiver Balance and allowing the Client to use AdRiver Services and receive / send information messages.

**AdRiver Balance** - a remainder of cash funds transferred by the Client to AdRiver, in the amount of which the services hereunder were not rendered.

**AdRiver Services** – services, provided to the Client, which include:

- placement of online advertising onto Ad Platforms in the manner and on the terms stipulated by

the Terms of Use accepted by the Client;

- creating of the Client's Ad Platforms Accounts in AdRiver System;
- connecting of the Client's Ad Platforms Accounts (Direct) with AdRiver System;
- using of AdRiver performance tools in accordance with the plan (tariff) chosen by the Client; - other services available for the Client and posted on AdRiver branded websites.

**AdRiver System** - a tool for automated management of Advertising Campaigns on the Internet, located at AdRiver branded websites, which is a software owned by AdRiver System Proprietor, through which the Client can post advertising materials onto Ad Platforms, as well as receive other services.

**Online Advertising** - is an advertisement placed by ad platforms on websites, if the theme (context) of such websites complies with the theme of the advertisement, which is determined by the aggregate of key words and/or word sequences, specified by the Client in the respective Advertising Campaign, and if the audience of the relevant website complies with the set criteria by age, geography, and other characteristics.

**Registration** - filling registration details (email, password etc.) in the registration form posted on AdRiver branded websites. After the registration, the Client can sign in into AdRiver System and use AdRiver Services.

**Reporting Period** - shall be set as one calendar month from the first to the last day of the month.

**You / your / Client** means the person being at least 18 years old or entity using AdRiver System or receiving AdRiver Services and identified in the applicable account record, billing statement, or online subscription process as the customer.

For other terms, see the Glossary <https://www.adriver.ru/doc/help/terms/>

## 2. General Provisions

2.1. The execution of this Agreement constitutes a number of subsequent actions of the Client aimed at the execution hereof, namely:

2.1.1. The text of this agreement is available at the following link:

<https://www.adriver.ru/agency/dsp/terms-of-use;>

2.1.2. Registration in AdRiver System.

2.2. By executing this Agreement the Client accepts all terms and conditions of work with AdRiver System, which are posted on the relevant to the Client's territory AdRiver branded websites, including but not limited to the following:

Terms and definitions not specified in clause 1.1 hereof may be used in the Agreement. In this

- Privacy Statement and Cookie Notice <https://www.adriver.ru/about/privacy-en/>

This being said, the relevant to the Client's territory AdRiver branded website shall be deemed such an AdRiver branded website that relates to the same domain zone as the domain zone of AdRiver Account.

2.3. An individual, who has finalized the Registration procedure and has refilled AdRiver Balance in AdRiver System and/or connected his/her Ad Account (Direct) with AdRiver System, by performing said actions, confirms that he/she has read and completely understands and accepts the terms hereof.

2.4. By executing this Agreement, the Client provides his/her consent to AdRiver to be informed by email and (or) by phone about AdRiver's Services (Information Subscription). The Client can cancel Information Subscription by pressing the relevant button in the information email, or by sending a letter to AdRiver's address specified in details of this Agreement. Information Subscription cancellation can be done with no specification of a reason and/or any additional costs.

2.5. By accepting this Agreement the Client gives his/her consent to be informed about AdRiver System operation through the contact details provided by the Client in AdRiver System. Such information notifications are agreed by the Parties hereto as being necessary for the proper performance of this Agreement.

2.6. The Client's consent pursuant to clauses 2.5.-2.6. is given to AdRiver for the indefinite period of time for the whole term of this Agreement.

## 3. Rights and Obligations of AdRiver

3.1. AdRiver undertakes to:

- 3.1.1. provide access to AdRiver System to the Client;
- 3.1.2. provide the Client with data on AdRiver Balance;
- 3.1.3. comply with the confidentiality terms.

3.2. AdRiver shall have the right to:

3.2.1. Temporary suspend rendering AdRiver Services hereunder to the Client due to technical, technological or other reasons, which prevent rendering AdRiver Services under this Agreement, for a period of existing of such reasons;

3.2.2. Suspend rendering AdRiver Services hereunder and/or terminate this Agreement unilaterally and without judicial procedures, by notifying the Client, in case of the following:

- the Client's violation of obligations and/or guarantees undertook by him/her in accordance with this Agreement; and/or

- AdRiver becomes aware through Ad Platforms or public authorities, of the Client's sales of products/services, which are (may be) recognized as prohibited; and/or

3.2.3. Demand from the Client electronic copies of certificates and/or licenses (if the advertised activity is subject to certification and/or licensing), in case of any relevant request from Ad Platforms sent to AdRiver;

## 4. Rights and Obligations of the Client

4.1. The Client undertakes to:

4.1.1. Pay for AdRiver Services in accordance with the terms of this Agreement;

4.1.2. Not to transfer the Client's login and/or password to any third parties, unless these are the Client's representatives, consultants, contractors or agents, who are authorized by the Client to use AdRiver System and receive AdRiver Services for the Client's benefit and on behalf of the Client. All actions performed in AdRiver System with the use of the Client's login and/or password shall be deemed performed by the Client. The Client shall be solely liable to any third parties for all actions performed with the use of the Client's login and/or password, as well as for any losses, which may be incurred due to the unauthorized use of the Client's login and/or password. AdRiver shall not be held liable for any unauthorized use of the Client's registration data by any third parties;

4.1.3. In respect to Internet Advertising the Client undertakes:

4.1.3.1. To place Internet advertising materials, which fully comply with all the requirements of the relevant Ad Platforms. The Client shall get acquainted with such requirements by him- /herself. Ad Platforms may refuse to place Internet Advertising in case of non-compliance with such requirements;

4.1.3.4. Not to upload viruses or malicious code or perform actions that may lead to disconnection, disruption of normal operation or deterioration of the visual representation of AdRiver System and Ad Platforms or to excessive traffic (load) on them.

4.1.4. Provide AdRiver with documents specified in clause **3.2.3 of this Agreement** in electronic form within 3 (three) calendar days upon receipt of the relevant request from AdRiver.

4.1.5. Independently determine the content of his/her Advertising Campaigns and the Online Advertising subject to placing on Ad Platforms;

4.1.6. Independently and at his/her own expense resolve all disputes and settle all claims received against AdRiver related to the Client's Advertising Campaigns, which were run, placed or created by the Client through AdRiver System, or related to other use of Internet Advertising by the Client. The Client shall also reimburse AdRiver for all losses and expenses incurred by AdRiver in connection with the above mentioned disputes and claims.

4.2. The Client is entitled to:

- 4.2.1. Place his/her Online Advertising onto Ad Platforms using AdRiver System;
- 4.2.2. Connect his/her Ad Account (Direct) with AdRiver System by allowing AdRiver System manage the Client's Advertising Campaigns;
- 4.2.3. Obtain information related to AdRiver Balance;
- 4.2.4. Terminate this Agreement by a prior written notification of AdRiver (including by electronic communication means). The Agreement shall be deemed terminated upon expiration of 7 (seven) days from AdRiver's receipt of the notification.

## **5. Liability of the Parties**

5.1. The Parties shall be liable for non-fulfilment or improper fulfilment of the terms and conditions hereof in a manner stipulated herein.

5.2. Except as expressly stated in this Agreement, AdRiver shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of AdRiver Services or for any claim made against the Client by any third party.

5.3. AdRiver shall not be held liable for the following:

For any interruptions in rendering AdRiver Services in case of failure of any non-AdRiver software or hardware;

For whole or partial suspensions of rendering AdRiver Services due to replacement of the equipment or the software or completion of any other works required due to the need of maintenance and modernization of the software and/or the hardware;

For functioning and accessibility of certain segments of the Internet. AdRiver does not guarantee the opportunity of information exchange with such nodes or servers, which are temporally or permanently not available through web-links posted on Internet websites;

5.4. Client's email, which AdRiver Account is assigned to during the Registration. The Parties agree and specify that such inquiries and requests, information originated from the Client's email with which AdRiver Account is registered are acknowledged as the Client's official instructions to AdRiver.

5.4.1. If the Client has reasons to believe that his/her email, which AdRiver Account is assigned to, was hacked, accessed by third persons, other than those authorized by the Client, the Client shall immediately notify AdRiver or AdRiver System Proprietor thereof, with a view of taking the necessary protection of the Client's data. If no such notification from the Client is received by AdRiver or AdRiver System Proprietor, AdRiver is not liable for the consequences of such failure to notify, including the actions performed in AdRiver System and (or) to AdRiver using this email.

5.5. No provisions of this Agreement exclude or limit the liability of the Parties for willful violations of its terms; and/or for fraudulent activities and deliberately misleading statements and/or guarantees; and/or for improper use of the Confidential Information, as defined in clause **9 below**.

## **6. Advertising Materials and Advertising Campaigns**

6.1. AdRiver shall render AdRiver Services in relation to Advertising Campaigns, which the Client prepares through the Client's interface in AdRiver System.

6.2. The Client's advertising materials shall comply with all requirements specified by Ad Platforms. The Client shall independently familiarize him-/herself with such requirements. Ad Platforms may refuse to place/publish the Client's Online Advertising in case of non-compliance with such requirements.

6.3. Online Advertising placement shall start upon the Client's determination of all significant terms and conditions specified in the Advertising Campaign, and after the examination performed by Ad Platforms in relation to compliance of the Client's advertising materials with requirements to advertising materials specified by such Ad Platforms.

## **7. Cost of AdRiver Services**

7.1. The cost of AdRiver Services is the aggregate cost of Internet Advertising , plus the cost of other services available to and consumed by the Client as part of AdRiver System. The cost of such other/additional services is subject to AdRiver System Proprietor and posted on the relevant AdRiver branded website. This being said, AdRiver reserves the right to charge additional fees for access to separate advertising campaign management

For the actions, services, content and data of third parties.

The Client is fully responsible for the information, requests and inquiries originating from the features accessible through AdRiver System, for the possibility of placing Online Advertising on some Ad Platforms, as well as for other additional AdRiver Services.

If you have any questions about prices, please send us an email [data-studio@adriver.ru](mailto:data-studio@adriver.ru)

7.2. Cost of AdRiver Services are shown in Client account of AdRiver exclusive of taxes, which have been charged upon refilling of AdRiver Balance in accordance.

## **8. Payment Procedure and VAT**

8.1. The Client independently determines the payment amount for refilling AdRiver Balance, which shall nonetheless be not less than the minimum specified in AdRiver Account when performing a payment. The Client acknowledges the fact that any and all payment amounts of the Client are subject to payment commission plus value added tax/goods and services tax ("VAT") at the rate applicable in the country where the Client belongs. AdRiver Balance is shown excluding payment commission and VAT applied to the payment amount.

8.2. Once the payment has been successfully made AdRiver Balance shall be updated in AdRiver System. Electronic invoices on refilling AdRiver Balance can be sent to the Client at his/her request sent by electronic communication means.

8.3. In case the Client's cash funds placed on AdRiver Balance in AdRiver System or transferred from AdRiver Balance onto Ad Platforms are not spent or used by the Client within 3 (three) years, such cash funds will be written off in full for AdRiver's benefit.

8.4. The Client may choose one of the payment methods: by electronic funds through the relevant services or other payment methods subject to their availability in AdRiver Account.

8.5. The Client's payment obligations shall be deemed fulfilled upon crediting cash funds to AdRiver's settlement account. In case of an electronic payment made through the payment gateway available in AdRiver System, the Client's payment is verified by the payment system.

## **9. Confidentiality**

9.1. The Parties agree to keep secrecy and consider as confidential all information obtained in the scope hereof by either Party from the other Party and designated by the other Party as confidential information of such transferring Party (hereinafter referred to as the «Confidential Information»), and not to disclose, not to divulge, not to publish or otherwise provide such information to any third parties without the prior written permission of the Party transferring such information, except for the cases provided for by the legislation.

9.2. Each Party shall take all reasonable measures to protect the Confidential Information with the same degree of accuracy, as the reasonable and conscientious person will do. Access to the Confidential Information will be

provided only to those employees of the Party (or other persons binding to the Party), who reasonably need it for execution of their job (service or other) duties aimed at fulfilment of this Agreement. Each Party shall bind its employees (or other persons) to undertake the same obligations related to the Confidential Information, which are binding hereunder for such Party.

9.3. The Confidential Information shall always remain the property of the Party, which transfers that information and may not be copied or otherwise reproduced without the prior written consent of such transferring Party.

9.4. With the purpose not to allow any eventual abuses regarding definition of volume and contents of the Confidential Information, the obligation to protect and to keep secret the Confidential Information of the disclosing Party shall also cover the information which:

- was or became publicly available as of the moment of disclosure;
- becomes known to the receiving Party from any source other than the disclosing Party,

without any breach of the conditions hereof by the receiving Party;

- was known to the receiving Party prior to disclosure of such information hereunder.

9.5. The obligation to keep the Confidential Information in secret in accordance with the terms of this section shall come into force upon acceptance of this Agreement by the Client and shall remain in force within 3 (three) years upon termination of this Agreement for any reason.

## **10. Personal Data Processing**

10.1. For the purpose of fulfilment of the terms hereof, the Client shall agree to provide and give his/her consent to process his/her personal data ("Personal Data") in accordance with the terms hereof and for the purpose of fulfilment hereof. Personal Data shall have a meaning of any personal information independently provided by the Client of himself/herself in AdRiver System, including his/her Registration, in particular: name, surname, email and contact phone numbers.

10.2. AdRiver shall guarantee the confidentiality of any personal data of the Client and shall provide access to any personal data only to the employees who need that information for the fulfilment of the conditions hereof, by securing abundance of Personal Data confidentiality by those employees as well as safety of Personal Data during processing thereof.

10.3. In case of the Client's loss of identification data (login/password) required for accessing AdRiver System, the Client may request such data from AdRiver, and AdRiver, in turn, may provide such data only to the Client's email specified at the time of Registration. This being said, AdRiver identifies the Client by a domain name, Advertising Campaign name, Advertisement ID, invoice number (if applicable), the Client's ID number assigned to him/her during his/her Registration in AdRiver System.

## **11. Force Majeure**

11.1. The Parties are released from liability for any partial or complete non-fulfilment of their respective obligations pursuant hereto if such non-fulfilment was caused by action of any circumstances of the major force ("force majeure circumstances") that is any extraordinary and in the particular conditions unavoidable circumstances including mass disorder, prohibitions of governmental power, fire, acts of God, natural disasters and other circumstances acknowledged as force majeure by any public authority (other authorized body) of the country of the corresponding Party.

11.2. The Parties are obliged to notify each other in writing on the existence of any force majeure circumstances by submitting an email within 7 (seven) calendar days upon occurrence thereof.

11.3. In case the occurrence of force majeure circumstances directly affected the Parties' fulfilment of their obligations hereunder within the term specified herein, the term of services rendering shall be extended proportionally to the period of existence of such circumstances.

## 12. Term and Termination

12.1. This Agreement shall commence as at the date of its acceptance by the Client and remain in force for an indefinite period of time.

12.2. AdRiver shall have the right to unilaterally and without judicial procedures suspend the provision of AdRiver Services / terminate this Agreement in the event of a single violation by the Client of provisions of

**clause 4.1.** hereof, as well as the Client's single violation of any other material terms of this Agreement, including those relating to confidentiality, personal data processing and representations and warranties. In this case AdRiver shall submit the relevant notification to the Client's email specified during his/her Registration. The remaining cash funds on AdRiver Balance, if any, shall be written off to AdRiver's benefit.

12.3. In case the Client makes a decision on termination of this Agreement, as described in **clause 4.2.4.** hereof, AdRiver shall refund to the Client the non-used part of the deposited payment.

## 13. Representations and Warranties

13.1. The Client represents and warrants that:

13.1.1. The Client enters into this Agreement voluntarily, the Client (the Client's representative):

- a) is at least 18 years old,
- b) has fully read the Agreement's terms and conditions,
- c) fully understands the subject of the Agreement,
- d) fully understands the meaning and consequences of his/her actions regarding execution of this Agreement,
- e) fully understands and agrees that AdRiver Services are provided "As Is" and "As Available," without express or implied warranty or condition of any kind.

13.1.2. The Client has specified reliable data including personal data of the Client (the Client's authorized user of AdRiver System) during his/her Registration in AdRiver System, and reliable data including the Client's personal data upon execution of the payment documents for the payment of AdRiver Services.

13.1.3. The use of AdRiver System will be carried out exceptionally in accordance with the Agreement's terms and conditions, all norms and requirements of the laws applicable in the country of the Client's registration (including, but not limited to, the law on advertising, competition, intellectual property and personal data protection laws), and does not violate any rights of third parties or AdRiver System Proprietor's rights.

13.1.4. The Client has provided AdRiver System Proprietor with the consent to the processing, provision to third parties and entering of his/her personal data into AdRiver Account.

13.1.5. The Client has read and complies with the requirements, including to the placement of advertising materials onto Ad Platforms.

13.2. AdRiver represents and guarantees that:

13.2.1. AdRiver has required all the rights and authorizations to fulfill the obligations under this Agreement.

## 14. Miscellaneous

14.1. All relations between the Client and AdRiver related to this Agreement and not regulated by the terms hereof shall be firstly construed in accordance with rules specified by AdRiver System Proprietor.

14.2. Settlement of Disputes. All disputes and disagreements arising out of this Agreement shall be settled by the Parties by means of negotiations. Should the Parties fail to reach an agreement regarding such disputable issues, the disputes shall be resolved by the Russian Federation court.

14.3. Severability. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

14.4. Entire Agreement and Changes. All attachments and appendices to, amendments of and additions to this Agreement shall become effective and binding for the Parties within 7 (seven) calendar days from the moment of their placement on AdRiver branded websites and shall form an integral part of it. Should the Client continue using AdRiver System after a new version of this Agreement has been published on AdRiver branded websites, such a new version shall be deemed accepted by the Client.

14.5. It is the express wish of both Parties that this Agreement and all related documents be drawn up in English. AdRiver might make versions of this Agreement available in languages other than English. If AdRiver does, the English version of this Agreement will govern the relationship between the Parties and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

## **15. Information About AdRiver**

LLC "Adriver"

Location address: 197374, Saint Petersburg, Savushkina str., 83, building 3, lit. A

TIN 7813378916 KPP 781401001

Postal address: 109028, Moscow, Kazarmenny per., 6, p. 1

checkpoint 770943001

p/s 40702810555070002624 to North-West Bank Sberbank PJSC

to/with 30101810500000000653 BIC 044030653

Phone: (812) 438-10-74

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