

This is a legal agreement between you (“Customer”) and Advise Limited («Advise»), each being referred to herein individually as a “Party” and collectively as the “Parties”. This Agreement applies only when the payment will be made using Paypal or any cryptocurrency.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

Clause 1. General provisions. Definitions.

1.1. In this Agreement the Parties agree to use the following interpretation of terms:

1.1.1. «Advertisement» means the advertisement addressed to uncertain number of users and aimed at drawing attention to the object of the advertisement, to arouse and keep up interest to it and to promote it to the market.

1.1.2. «Internet» means the global information network, parts of which are logically interrelated by means of the united TCP/IP-based addressing space.

1.1.3. «Internet advertisement» means the Advertisement placed in Internet on the Website as Media advertisement, Contextually Targeted Advertisement or otherwise both by means of Dynamic and Steady-state ad placement with the usage Geoblocking and/ (or) Technology of Uniqueness.

1.1.3.1. «Media advertisement» means a still image (GIF, JPEG-format etc.) or an animated image (using Flash-technologies or other technologies), displayed on the Website pages with a possible hyperlink.

1.1.3.2. «Contextually Targeted Advertisement» means a word or a group of words in the text (key words) on the Website pages with a possible hyperlink.

1.1.4. «Dynamic ad placement» means the placement of the Internet advertisement to perform a certain number of views in accordance with this Agreement.

1.1.5. «Geoblocking» means a technology which enables website visitors to see a definite Internet advertisement a number of times only if their IP-addresses are registered in the Territory.

1.1.6. «Technology of Uniqueness» means a technology which enables a website visitor to see a definite Internet advertisement a number of times during the agreed term.

1.1.7. «Website» means the total number of webpages in the Internet.

1.1.8. «Term of Advertising» means the term of rendering of the services for the placement of the definite Internet advertisement of the CUSTOMER (or clients and/or partners of CUSTOMER).

1.1.9. «Territory» means worldwide but Parties could agree more specified, e.g. country or region.

1.1.10. «Services» means a package of services for the reservation and placement of Internet advertisement.

1.1.11. «Internal System» shall mean Advise’s electronic database showing statistics of the advertising impressions and ensures operative monitoring and control over all Advertisements made by the Advise.

1.2. All the definitions, specified in the paragraph 1.1. of this Agreement, can be used both in the singular and the plural, without prejudice to their meaning.

1.3. All the definitions of the Agreement are for convenience only and are not to affect the validity of the particular provisions of the Agreement.

Clause 2. Subject

2.1. The Adwise shall provide services to the Customer and the Customer shall pay for the Services, which are agreed with the manager.

2.1.1. CUSTOMER shall provide Adwise with the Advertising material at least 5 (five) business days before its first planned placement on the website. The CUSTOMER shall provide the advertising material by means of electronic communication or otherwise agreed by the Parties.

The Advertisement provided by the CUSTOMER and designed to be placed on the Website shall comply with the requirements of the applicable advertising-related laws including the requirements to the content, appearance of the advertisement and the advertisement of the specific goods and the requirements by Adwise. The Customer guarantees that the contents and the form of the Advertising Materials submitted to the Adwise, shall not contravene and shall not cause any contravention of any third parties' intellectual property rights.

2.2. Adwise's activities under this Agreement shall be limited as follows:

2.2.1 Adwise shall conduct all of its business in accordance with the highest business standards.

2.2.2. Adwise may refuse to place a certain Advertisement which does not comply with ethical, political and subject principles, established by the internal documents of the Website legal owner and/or with the legislation requirements and/or with internal policy of Adwise or this advertisement contains a link to a website with content that violates Adwise's internal policy.

The Customer is independently responsible for the compliance of the posted advertising materials with the requirements of the current legislation, including the legislation of the country of the potential audience, including liability to third parties in cases when the posting by the Customer of any content violates the right and legitimate interests of third parties, including personal non-property and property rights of authors, other intellectual rights of third parties, and/or encroach on their property.

2.2.3. After the beginning of cooperation between Adwise and third parties on provision of services to the Customer, the Customer within two (2) calendar years has no right to cooperate with such third parties on provision of services similar to the Agreement's services without the consent of Adwise. If the fact of such cooperation is established, the Customer shall be liable to pay a fine to Adwise in the amount determined by Adwise at his own discretion.

Clause 3. RIGHTS AND RESPONSIBILITIES

3.1. The Customer's responsibilities:

3.1.1. to provide the Adwise with all the information necessary for providing the service and also shall provide all advertisement mock-ups and dummies to be placed under this Agreement no later than 5 (5) days before the placement of the advertisements;

3.1.2. to pay for the Adwise's Services in accordance with the procedure specified by this Agreement and Adwise's manager.

3.2. The Adwise's responsibilities:

3.2.1. to carry out the Services under terms of this Agreement dutifully and conscientiously.

Clause 4. Terms of Payment

4.1. The cost rate of the Advise's Services and the payment schedule shall be determined by the Advise's manager. Advise may choose payment terms and method on its own discretion and specify it in the invoice. In case of delay of the next payment settlement, the Advise has the right to suspend the provision of the Services hereunder until the Customer makes the payment. In case of violation of terms of payment for services set by this Agreement, Advise may be entitled to collect from the Customer a penalty of 0.5% of the overdue payment amount for each day of delay.

4.2. The total amount of the Agreement shall be the total cost of the Services rendered by the Advise which shall be ascertained in the invoices.

4.3. The Parties acknowledge and agree that total cost for the Services shall be based on the Advise's Internal System showing the statistics of the advertising impressions.

4.4. Payment under this Agreement shall be made in a way which are indicated by Advise's manager.

4.5. In case of the payment using Paypal, Customer is obliged not to open a dispute for the refund or do other actions the purpose of which is refund.

Clause 5. Term and Termination

5.1 Term. This Agreement shall commence from the moment the Customer accepts terms of this agreement upon registration at <https://www.adwise.network/> and is valid in three years. Upon expiration of the term specified in this paragraph the term of this Agreement shall be prolonged for each next calendar year on the same conditions unless terminated by any of the Parties by a prior written notice given to the other Party at least 30 (thirty) days prior to its termination. In such a case the Agreement will be deemed terminated only after carrying out complete and final reciprocal payments and the settlement of all the disputes arising from the Agreement by the Parties.

5.2 Termination for Convenience. This Agreement may be terminated by Customer for any or no reason upon written notice to the other Party sixty (60) days prior to the desired termination date. This Agreement may be terminated by Advise for any or no reason upon written notice to the other Party twenty-four (24) hours prior to the desired termination date. Neither Party shall have any expectation as to the minimum term of this Agreement.

5.3 Effect of Termination. Sections 5.3 and 6 shall survive termination of this Agreement. Upon termination of this Agreement Customer shall have no rights or claims against Advise in connection with termination, expiration or non-renewal of this Agreement. In case of termination of this Agreement for any reason the Advise shall be entitled to receive fees for the Services actually rendered till the date of termination.

Clause 6. Miscellaneous

6.1. Governing Law and Arbitration.

6.1.1. This Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under International law.

6.1.2. Any Dispute arising between the Parties out of this Agreement shall be settled by direct negotiation between the Parties. Failing this, the Parties refer such disputes for consideration to the Court of International Arbitration.

6.1.3. Either Party may, at its sole discretion, seek preliminary judicial relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief). Also, the provisions of this section may be enforced by any court of competent jurisdiction.

6.2. No Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither Party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party against which such waiver is asserted.

6.3. Advise will not be liable for the quality of the provision of the services under this Agreement.

6.4. Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent possible to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.

6.5. Notices. Except as otherwise expressly provided herein, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given via mail, e-mail or otherwise agreed by the Parties.

6.6. The Customer shall indemnify and keep indemnified the Advise against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal fees and related costs) arising out of or in connection with this Agreement.

6.7. Confidentiality and Nondisclosure. Each Party that receives information (the “Receiving Party”) from the other Party (the “Disclosing Party”) agrees to use reasonable best efforts to protect all non-public information and know-how of the Disclosing Party that is either designated as proprietary or confidential or that, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential (“Confidential Information”) and in any event, to take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Each Party agrees that the terms and conditions of this Agreement will be Confidential Information, provided that each Party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business.

6.8. Exclusions. The foregoing restrictions will not apply to any information that: (a) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party, (b) was in or entered the public domain through no fault of the Receiving Party, (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality, (d) is required to be disclosed by governmental or judicial order, requested in response to legal or governmental inquiries, or disclosed in connection with judicial or arbitral proceedings between the Parties, in which case the Party so requested shall give the other Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment or (e) the Receiving Party can document was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

6.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. The information and documents provided by Customer to Adwise, or the information agreed by the Parties via email (or otherwise agreed by the Parties) shall be also considered as part of this Agreement. This Agreement may be amended by Adwise without notice to Customer.

6.10. Limitations of Liability. To the extent permissible under applicable law, Adwise will not be liable for any loss of use, loss of data, interruption of business, downtime, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of damages.