

Terms of Service for Advertising

Last updated: 13.04.2026

1. Introduction and Acceptance

- 1.1. This Terms of Service for Advertising (the "Agreement") constitutes a legally binding agreement between RoiAds LTD, a company duly incorporated and existing under the laws of the Republic of Cyprus, registration number HE 445235, with its registered office at 51, Griva Digeni, ATHINEON COURT, Office 202, Paphos 8047, Cyprus (the "Company", "RoiAds"), and any individual or legal entity (the "Client").
- 1.2. This Agreement governs the provision and use of advertising and related services (the "Services") offered by RoiAds.
- 1.3. The Client shall be deemed to have accepted this Agreement in full upon payment of any invoice issued by RoiAds or upon commencement of use of the Services, whichever occurs first.
- 1.4. RoiAds reserves the right to amend this Agreement at its sole discretion. Any updates shall become effective upon publication on the Company's website. Continued use of the Services after such publication constitutes acceptance of the revised terms.

2. Services Description

- 2.1. RoiAds provides advertising, promotional, and digital marketing services via its website <https://roiads.co/> (the "Company's website") and affiliated digital platforms, including social media channels.
- 2.2. The specific scope of Services, including but not limited to format, placement, duration, and campaign timelines, shall be agreed between the Parties via electronic communication (including email and other mutually accepted channels) and confirmed in the relevant invoice.
- 2.3. In the event of any inconsistency between this Agreement and the invoice, the terms specified in the invoice shall prevail.
- 2.4. Payment of the invoice shall constitute confirmation of the agreed Services and applicable fees.
- 2.5. RoiAds reserves the right, at its sole discretion, to:
 - decline any request for Services without obligation to provide justification;
 - suspend or terminate Services where the Client breaches content requirements;
 - discontinue Services where continuation may result in legal exposure or reputational harm.
- 2.6. Alternatively, the Client may request RoiAds to create such advertising materials. Any

such creative and production services shall be considered additional services and shall be subject to separate fees. The scope, cost, and timelines for the creation of advertising materials shall be agreed between the Parties and confirmed in the applicable invoice or other written agreement.

2.7. Any services not expressly included in the invoice shall be subject to separate agreement and additional charges.

3. Fees and Payment Terms

3.1. Fees for the Services shall be determined based on the selected advertising solution and specified in the invoice.

3.2. Unless otherwise agreed in writing, all Services are provided on a full prepayment basis.

3.3. Payment obligations shall be deemed fulfilled once the relevant funds are received in the Company's designated account.

3.4. All payments shall be made in the currency indicated in the invoice.

3.5. Each Party shall be independently responsible for compliance with its own tax obligations in accordance with applicable laws and regulations, including those of the Republic of Cyprus and the European Union where applicable.

3.6. The Client shall bear all transaction fees, including banking and payment processing charges.

3.7. All payments are non-refundable unless expressly agreed otherwise in writing. No refunds shall be issued once the Services have commenced, whether in full or in part.

4. Content Requirements and Compliance

4.1. All advertising materials submitted by the Client, including text, graphics, and hyperlinks, must comply with RoiAds' content policies and are subject to prior approval.

4.2. The Client represents and warrants that all submitted materials and linked content:

- comply with all applicable laws and regulations in relevant jurisdictions;
- do not contain unlawful, misleading, defamatory, discriminatory, or obscene content;
- do not infringe upon any intellectual property or other rights of third parties;
- do not promote illegal activities or deceptive practices.

4.3. The Client shall bear sole responsibility for the legality, accuracy, and quality of all submitted materials.

4.4. The Client agrees to indemnify, defend, and hold harmless RoiAds and its affiliates, officers, employees, and contractors from any claims, damages, liabilities, or expenses (including reasonable legal fees) arising out of:

(a) the content of advertising materials or linked resources; or

(b) any breach of this Agreement or applicable law.

4.5. RoiAds retains full editorial control over all published content and reserves the right to:

- reject any materials;
- request modifications;
- make reasonable adjustments to ensure compliance.

5. Intellectual Property Rights

5.1. The Client grants RoiAds a non-exclusive, royalty-free, worldwide license to use, reproduce, display, and distribute submitted content for the purpose of providing the Services.

5.2. The Client further grants RoiAds the right to use its trademarks, logos, and branding solely in connection with the performance of the Services, including promotional and marketing materials.

5.3. All intellectual property created by RoiAds in connection with the Services, including editorial content, graphics, and media materials, shall remain the exclusive property of RoiAds, unless otherwise agreed.

5.4. Intellectual property rights in materials provided by the Client shall remain with the Client.

5.5. All content available on RoiAds platforms is protected under applicable intellectual property laws of Cyprus and the EU. Unauthorized use, reproduction, or distribution is strictly prohibited.

6. Disclaimer and Limitation of Liability

ROIADS DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE SERVICES, INCLUDING BUT NOT LIMITED TO TRAFFIC, CONVERSIONS, OR REVENUE. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ROIADS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING IN CONNECTION WITH THE SERVICES. THE TOTAL AGGREGATE LIABILITY OF ROIADS SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

Force Majeure: Neither party shall be liable for failure or delay caused by events beyond reasonable control, including force majeure events.

7. Confidentiality

7.1. Each Party agrees to maintain the confidentiality of any non-public, proprietary, or sensitive information disclosed in connection with this Agreement (“Confidential

Information”).

7.2. Confidential Information shall not include information that:

- is publicly available;
- was known prior to disclosure;
- is independently developed;
- is lawfully obtained from a third party;
- is approved for disclosure.

7.3. The receiving Party shall:

- use Confidential Information solely for the purposes of this Agreement;
- restrict access to authorized representatives;
- implement reasonable security measures.

7.4. Confidentiality obligations shall remain in force for three (3) years following termination of the Agreement.

7.5. The disclosing Party shall be entitled to seek injunctive relief in the event of breach.

8. Term and Termination

8.1. This Agreement shall enter into force upon payment and remain valid for the duration specified in the invoice.

8.2. Either Party may terminate the Agreement upon ten (10) days’ written notice in the event of a material breach not remedied within such period.

8.3. RoiAds may terminate the Agreement for convenience upon three (3) days’ prior written notice.

9. Governing Law and Jurisdiction

9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

9.2. The Parties shall attempt to resolve disputes amicably. Failing such resolution, disputes shall be subject to the exclusive jurisdiction of the courts of Cyprus.

10. General Provisions

10.1. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior arrangements.

10.2. Severability: If any provision is held invalid, the remaining provisions shall remain in full

force.

10.3. Waiver: Failure to enforce any provision shall not constitute a waiver.

10.4. Assignment: The Client may not assign its rights without prior written consent. RoiAds may assign this Agreement in connection with corporate restructuring.

10.5. Communications: All notices may be delivered via email or agreed electronic channels and shall have legal effect.

10.6. Independent Contractors: The Parties act as independent contractors, and nothing herein shall create any partnership or agency relationship.

10.7. Headings: Section headings are for convenience only and shall not affect interpretation.