

Terms of Service

Last updated: 10.11.2023

BEFORE USING OUR SERVICE AND/OR REGISTERING ON THE PLATFORM, YOU MUST READ THESE TERMS OF SERVICE CAREFULLY. BY CHECKING THE BOX AND CLICKING THE "I'VE READ AND ACCEPT" BUTTON, OR BY ACCESSING OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

These Terms of Service (the "Agreement") are made by and between you (the "Advertiser", "you", "yours", etc.) and ROIADS LTD, a company duly incorporated and validly existing in accordance with the laws of the Republic of Cyprus under the registration number HE 412901, having its registered office at Griva Digeni 51, Athineon Court, Office 202, 8047 Paphos, Cyprus (the "ROIADS"), providing services of organizing the placement of the Advertiser's Advertisements on the Publisher's Property using the Platform based on the Application Form submitted by the Advertiser (the "Service").

These Terms of Service incorporate by reference [Rules of Service](#), [Privacy Policy](#) as well as any other terms and conditions published on the Website, which together with any insertion orders, invoices, exhibits, appendices, addenda, or schedules hereto constitutes the entire agreement between the Advertiser and ROIADS with respect to the use of the Service.

ROIADS may modify the Terms of Service, [Rules of Service](#), [Privacy Policy](#), and/or any other terms and conditions published on the Website from time to time, in its sole and absolute discretion. ROIADS will notify the Advertiser of any changes by posting the updated terms on the Website and will revise the "Last updated" date above. Any changes shall be incorporated by reference herein. It is the Advertiser's responsibility to review the terms frequently and to remain informed of any changes to them. ROIADS may also provide the Advertiser with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending the Advertiser an email informing of the changes and/or by prominently posting notice of the changes on the Website. The Advertiser's continued use of the Service after such modifications have been published shall constitute the Advertiser's consent to the modified terms. If the Advertiser does not agree with the changes and/or modifications, the Advertiser shall not use the Service after the effective date (last updated date) of the changes. The then-current versions of the terms will supersede all earlier versions.

In the event of any conflict between the documents that make up the entire agreement, the following order of precedence will apply (in descending order): (1) invoice, (2) insertion order, (3) Terms of Service, (4) Rules of Service, (5) Privacy Policy.

1. Definitions

1.1. "Account" means an account created by the Advertiser on the Platform in order to use the Service.

1.2. "Advertisement" means graphical, interactive, rich media or other online advertisements, including, without limitation, banners, buttons, pop-ups, or similar materials created by the Advertiser and included in the Application Form.

1.3. "Advertiser" means an individual or a legal entity that has decided to enter into this Agreement and to assign ROIADS to provide Service in accordance with the terms and conditions herein.

1.4. "Advertising Campaign" means an organized course of action set up by the Advertiser to promote a product or service.

1.5. "Application Form" means the application for an Advertising Campaign completed by the Advertiser on the Platform for placing the Advertisement on the Publisher's Property. The Application Form is accessible via the button "Get Push Traffic" or a similar one, and allows the Advertiser to customize GEO targeting, cost per click, schedule, and other specific characteristics of the Advertising

Campaign.

1.6. "Effective Date" means the date of adoption by the Advertiser terms of this Agreement or in the absence of its signature, the date when the Advertiser set up an Account on the Platform.

1.7. "End User" means an individual accessing and using the online resource(s) by clicking on the Advertiser's Advertisement.

1.8. "Personal Account" means the personal account of the Advertiser in the automated billing system of ROIADS where all transactions are recorded by ROIADS. A Personal Account is not a settlement account or a bank account.

1.9. "Platform" means the computer program that allows to manage the Advertising Campaigns and place the Advertisements on the Publisher's Property by customizing GEO targeting, cost per click, schedule, and other specific characteristics available for choice in the Application Form.

1.10. "Property" means the website, mobile application, and/or other online resource.

1.11. "Publisher" is an individual or a legal entity that provides Publisher Services.

1.12. "Publisher Services" means services offered by a Publisher for the distribution of the Advertisement on either their Property or a third-party Property with the necessary authorization.

1.13. "ROIADS's Reporting System" is an automated system placed on the Platform and used by ROIADS to calculate the actual Service usage by the Advertiser and its total cost.

1.14. "Selection" is an automated procedure of selection conducted with the use of the Platform in the course of which it is determined what website/mobile application/other online resource is the most relevant to the Application Form and where the Advertisement shall be placed.

1.15. "Website" means the website <https://roiads.co/>.

2. The Service

2.1. ROIADS commits to delivering the Service to the Advertiser throughout the Agreement's Term.

2.2. To become an Advertiser and utilize the Service, you are required to complete the registration process by creating an Account with us on the Platform. The information you provide during registration must be accurate and complete. Additionally, you agree not to assume a false identity or impersonate any other individual or entity. Concealing your identity from ROIADS for any purpose is strictly prohibited. If you are registering on behalf of a commercial entity, you affirm that you possess the necessary authority to legally bind that entity to this Agreement.

2.3. You are only allowed to register to become an Advertiser and/or use the Service if you are eligible in accordance with the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject. Notwithstanding anything to the contrary, the Advertisers using the Service must be at least 18 years of age. For Advertisers below this age, written authorization from their legal guardians or representatives is necessary to access the Service. Such authorization can be forwarded to finance@roiads.co via email. Advertisers under the age of 18 who do not provide this written authorization will not be granted access to the Service. ROIADS has no obligation or capability to, and therefore does not, verify whether you are eligible to use any of the Service and ROIADS shall not bear any responsibility for your use of the Service.

2.4. You may not transfer your Account, including identification data used for the Account management, to anyone without explicit written permission of ROIADS, and you may not use anyone else's Account or password at any time without their express permission and consent. Any actions carried out through the Account, including debiting the Personal Account or incurring extra or unexpected costs, are recognised as having been performed by the Advertiser. ROIADS cannot and will not be liable

for any loss or damage arising from your failure to comply with these obligations.

2.5. The Advertiser must submit all requests, addresses, and decisions related to changes in the Service provision order, provided that such changes are permissible, through the Account and the associated sections and fields on the Platform.

2.6. The Advertiser undertakes to ensure that its servers support the traffic directed to the Advertising Campaign through our Service. Nevertheless, ROIADS bears no responsibility for any consequences if your servers are unable to support the traffic directed to your website/app.

2.7. The Advertiser recognizes that the Service is delivered through the global Internet network. The Platform and its components are not to be installed on servers or other computing devices owned or controlled by the Advertiser, except for auxiliary files that are essential for the Advertiser identification or ensuring interoperability between the Advertiser's equipment and the Platform.

2.8. The Agreement is a service contract based on the Software as a Service (SaaS) model. Under this Agreement, the Advertiser does not acquire any rights to the Platform, whether proprietary, non-proprietary, or any other form of rights.

3. Advertising

3.1. The Advertiser can use the Service in order to advertise its goods and services by uploading Advertisements on the Platform.

3.2. By uploading Advertisements, the Advertiser agrees that ROIADS can place and deliver the Advertisements to Publishers in order to incorporate or embed the Advertisements onto the Publisher's Property. In this regard, the Advertiser grants ROIADS a non-exclusive, fully transferable, sub-licensable, worldwide, royalty-free license to use, reproduce, distribute, perform, transmit, and display the Advertisements in any format, layout, or size.

3.3. The Advertiser is solely responsible for all: (i) Advertisement content; (ii) properties to which this content directs End Users (including without limitation content on the domain or landing page reached by clicking on the content URLs; and/or (iv) Advertiser's services.

3.4. ROIADS does not guarantee: (i) the placement, positioning, or timing of delivery of any Advertisement, or (ii) the number of any impressions, publications, conversions, or clicks on any Advertisement on any Publisher's Property.

4. Payment Terms

4.1. ROIADS provides the ability to perform payments via bank transfers, Visa, MasterCard plastic cards, or other payment methods available on the Platform. The Advertiser shall have the right to select any payment method available.

4.2. The Advertiser controls its Personal Account and ensures a positive balance on the Personal Account in an amount sufficient for prepayment for the Service of ROIADS under the Application Form, except for cases when the Parties have agreed on a different payment procedure for the Service. If the funds in your Personal Account are exhausted, all running Advertising Campaigns may be suspended immediately.

4.3. The Advertiser shall ensure the transaction of the funds to ROIADS for crediting its Personal Account. Crediting of the Personal Account is executed in the amount transferred to the bank account of ROIADS. The minimum amount of initial payment for bank wire transfer is \$500 US Dollars, for other payment methods – \$250 US Dollars.

4.4. The Advertiser's Personal Account is debited when the Advertiser's Advertisement is placed on a Publisher's Property, as indicated in its Application Form. The estimated amount (cost) of such payment

is calculated based on Selection and displayed for the Advertiser preliminary while it fills out the Application Form.

The Advertiser is warned and agrees that the estimated amount may not account for specific features of the Advertiser's initial choice reflected in the Application Form such as the Advertiser's usage of push traffic etc. Therefore, discrepancies between the estimated and final Service costs may occur from time to time.

4.5. The currency of funds in the Personal Account is the US Dollar. All payments to ROIADS for crediting the Personal Account shall be made in US Dollars. Preliminary conversion of any other currency to US Dollars shall be conducted by the Advertiser, bank, or payment system. However, in any case, ROIADS shall not be liable for such conversion, and its correctness, nor shall it bear any expenses incurred in connection with such conversion.

4.6. You agree that ROIADS is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions, or currency fees applied to your transaction. All payments to ROIADS include the above-mentioned fees and commission, if applicable.

4.7. The Personal Account may be credited only by the Advertiser to the ROIADS bank account. All payments to ROIADS shall be made with an indication of the Personal Account. All payments made to ROIADS with an indication of the Personal Account shall be considered as payments made by the Advertiser. The Advertiser undertakes not to disclose the Personal Account to any third parties.

4.8. The final cost of the Service is to be determined after the end of its provision on the basis of the ROIADS's Reporting System data and is displayed in the Advertiser's Personal Account. If there is a difference between the estimated and final cost of Service, the Advertiser shall credit its Personal Account to cover the difference within 7 (seven) calendar days from the date of notifying by ROIADS (NET 7) and ROIADS is entitled to debit Advertiser's Personal Account for the sum of covering the difference.

4.9. If the Advertiser defaults the obligation to cover the difference within the term specified in clause 4.8 hereof, ROIADS is entitled to collect from the Advertiser a penalty fee of 1% (one percent) of the overdue amount for each day of delay by debiting the Advertiser's Personal Account.

4.10. Rates for Advertising Campaigns are calculated based on their pricing model, frequency of impressions, ad placement, number of acquisitions, GEOs, and other campaign terms. The Parties confirm their understanding that the Selection results determine the most suitable Publisher's Property where the Advertisement shall be placed. Nevertheless, ROIADS does not guarantee any specific number of clicks, reviews, and conversions of the Advertisements.

4.11. The Parties agree that ROIADS's Reporting System data is the only due means to determine the amount of funds subject to crediting or debiting to/from the Personal Account for the purposes of billing and general delivery reporting.

4.12. The Advertiser shall be responsible for all applicable taxes associated with the Service, other than taxes based on ROIADS income. Advertiser shall indemnify ROIADS against all losses suffered or incurred by ROIADS out of or in connection with any payments made to ROIADS.

5. Refund Policy

5.1. Unless otherwise provided by this Agreement, all transactions conducted on the Platform are final and not subject to a return, refund, and/or cancellation. ROIADS, at its sole discretion, may refund the Advertiser the funds paid for the Service in the cases provided for in this Agreement.

5.2. If the Advertiser detects errors in the Advertisement placement, it is entitled to request ROIADS to refund the funds being paid for the placement of the relevant Advertisement by crediting the

Advertiser's Personal Account. Such a refund/return may be requested within five (5) calendar days after the error's detection subject to the provision ROIADS with a reasoned report. Otherwise, ROIADS shall not be liable for such discrepancy, the Service shall be deemed rendered, and ROIADS will calculate earnings on the basis of ROIADS's Reporting System.

The refund can be provided only in case of the following errors:

- a. The placed Advertisement received an abnormal number of clicks from the same IP address within one (1) day, deviating significantly from the typical pattern. In this case, the Advertiser shall provide ROIADS with evidence of fraudulent activity, including, but not limited to, click logs of traffic, reports from anti-fraud trackers or systems, screenshots with proof of bot activity, etc.;
- b. The Advertisement is placed not under targeting characteristics specified by the Advertiser in the Application Form due to a Platform technical error.

ROIADS reserves the right to conduct its own audit to verify whether the relevant error took place. In case ROIADS confirms the relevant errors, the refund is made by ROIADS by crediting the Advertiser's Personal Account within thirty (30) calendar days after such confirmation. All bank and payment system commissions associated with such refunds are to be covered by the Advertiser.

5.3. ROIADS has the right to refund the Advertiser the funds paid as an advance payment and unused for the Service upon the Advertiser's written application. In this case, the refund will be made through the same transaction method used for the original payment, and it will be completed within thirty (30) calendar days after confirmation by ROIADS.

6. Intellectual property

6.1. Hereby ROIADS grants you a non-exclusive, non-transferable, revocable right to access and use the Platform per the terms of this Agreement.

6.2. You may not alter, modify, manipulate, or create derivative works of the Platform or any other materials owned by or licensed to ROIADS in any way. ROIADS may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of ROIADS's trademarks, service marks, copyrights, patents, or trade secrets. All rights not expressly granted in this Agreement are reserved by ROIADS.

7. Data Privacy

7.1. You acknowledge and agree that by accessing and using the Service, we may collect or retain personal or corporate data. We will process such information following our [Privacy Policy](#).

7.2. Any information regarding ROIADS, the Service, the Platform, and the Website that becomes known to the Advertiser shall be considered confidential.

7.3. Children's Privacy: The Advertiser represents and warrants that it will use the Service while considering the age restrictions and Children's Privacy regulations applicable in the jurisdiction to which the Advertiser and/or the Advertising Campaign may be subject. The Advertiser will not collect any data using the Platform where collection is legally prohibited due to a lack of consent or other necessary measures.

8. Limitation of Liability

8.1. IN NO EVENT SHALL ROIADS, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS, AND/OR SUPPLIERS BE LIABLE TO THE ADVERTISER AND/OR ANYONE ELSE FOR (I) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, LOSS OF THE POSSIBILITY TO USE, BUSINESS INTERRUPTION, THE USE OR INABILITY

TO USE SERVICE, WEBSITE, PLATFORM, AND CONTENT, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROIADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; (II) ANY BUGS, VIRUSES, TROJAN HORSES, AND/OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION).

LIMITATION ON AMOUNT OF LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF ROIADS TO THE ADVERTISER FOR ALL DIRECT DAMAGES ARISING FROM SERVICE, WEBSITE, PLATFORM, AND CONTENT IS LIMITED TO THE TWOFOLD AMOUNT OF THE LATEST PAYMENT PAID BY THE ADVERTISER TO ROIADS HEREUNDER PRECEDING THE DATE OF THE CLAIM.

SUCH LIABILITY LIMITATION CONSTITUTES ONE OF THE FOUNDATIONS OF THE AGREEMENT CONCLUDED BETWEEN ROIADS AND THE ADVERTISER, IN THE ABSENCE OF WHICH THE AGREEMENT WOULD NOT BE CONCLUDED OR THE CONDITIONS FOR THE SERVICE PROVISION WOULD BE DIFFERENT.

8.2. If the level of liability limitation defined in clause 8.1 hereof exceeds the minimum limit required by applicable legislation, the minimum limit specified by the relevant legislation shall prevail.

8.3. ROIADS shall not be liable for the use of inaccurate information provided by the Advertiser during registration on the Platform. If instances of such inaccurate information are identified, ROIADS is authorized to suspend the provision of the Service. This limitation of liability by ROIADS extends to the individual who provided the inaccurate information and to the individual whose data was submitted.

9. Disclaimer of Warranty

THE INFORMATION, CONTENT, AND SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN PLATFORM AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROIADS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF PLATFORM, WEBSITE, INFORMATION, SERVICE, AND CONTENT INCLUDED AT THE PLATFORM OR IN SERVICE AND PROVIDED BY ROIADS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY RIGHTS. ROIADS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON ITS WEBSITE AND/OR THE PLATFORM OR PROVIDED BY ROIADS IS ACCURATE, COMPLETE, OR CURRENT. CHANGES ARE PERIODICALLY MADE TO THE WEBSITE AND/OR THE PLATFORM AND MAY BE MADE AT ANY TIME.

If the Advertiser is dissatisfied with the Service, it has the right to terminate the Service and dissolve the Agreement following clause 15.2 hereof. Such dissolution is the sole and exclusive legal remedy available to the Advertiser.

10. Advertiser's Representations and Warranties. Liability.

10.1. You hereby represent, acknowledge, and warrant that:

- a. you have the legal capacity and authority to enter into and be bound by this Agreement;
- b. you have all necessary rights, permits, and licenses to start and manage an Advertising Campaign and display Advertisement, and operate your websites and business activities in the selected jurisdictions;
- c. the Advertisement is not and will not in any way include any Prohibited content as described below;
- d. the Advertisement is not and will not in any way infringe on any third-party rights or breach any applicable law (including but not limited to copyright and trademark laws and general rights to privacy);
- e. you will not use automated tools, including robots, scripts, or spiders, for the generation of the inquiries or gather information from the interface of the ROIADS;

- f. the Advertisement will be free from any spy- or malicious software;
- g. you will, upon ROIADS's request, provide all necessary documentation or equivalents for identifying you as a party, ascertainment of the legal fact, and fulfillment of your obligations under this Agreement.

10.2. You shall bear full and unlimited liability for the due execution of the obligations under this Agreement, including the liability for:

- a. compliance with the terms of this Agreement, [Rules of Service](#), [Privacy Policy](#), as well as any other terms and conditions published on the Website;
- b. compliance with the Advertisement content rules and any other advertising requirements in any jurisdiction to which the Advertiser and/or the Advertising Campaign may be subject;
- c. self-sufficient and complete execution of payments;
- d. activities not specified in the Agreement but capable of damaging ROIADS's business reputation or otherwise infringing ROIADS's business conditions;
- e. other damages or losses inflicted on ROIADS, provided they are directly or indirectly connected with the actions or inactions of the Advertiser, or the failure to comply with its direct or implied obligations.

10.3. In case of breach of any obligation specified in this Section hereof, ROIADS may terminate this Agreement at any time without prior notice, withhold any remuneration or Personal Account balance, and claim for compensation of incurred losses and damages.

11. Rejection of Advertising Campaign Content

11.1. The Advertiser is fully responsible for the content of the Advertisements it provides through the Platform. The Advertisements shall not include any inappropriate or illegal content, which includes but is not limited to (the "Prohibited content"):

- a. Content exploiting and abusing minors;
- b. Content aimed at engaging potential victims in human trafficking, provision of sexual services under the guise of legitimate activities, or antisocial behavior;
- c. Content related to high-risk investments, quick enrichment schemes, or financial pyramids;
- d. Content promoting illegal activities (e.g., creating explosive devices, hacking, "phreaking," etc.);
- e. Criminal or terrorist-related content;
- f. Racial, ethnic, political, hate-mongering, or otherwise objectionable content;
- g. Calls to join religious groups or participate in religious ceremonies;
- h. Content that tarnishes the honor, dignity, or business reputation of individuals or organizations;
- i. Pornography, adult or mature content;
- j. Content related to magical services, including activities of hypnotists, psychics, fortune-tellers, and similar practitioners;
- k. Offers to purchase weapons or military equipment;
- l. Content that propagates illicit human organ trading;
- m. Goods and services violating human rights and freedoms;
- n. Content containing violence, obscene or vulgar language, abusive material, or content that endorses or threatens physical harm;
- o. Content promoting intentional self-harm, mutilation, or suicide;
- p. Illegal substances;
- q. Drugs or any related paraphernalia;
- r. Nicotine-containing substances and tobacco products;
- s. References to events or customs that degrade, offend, or propagate harm to individuals, along with advertising or endorsing such customs;
- t. Information that encourages hacking of computer systems and programs, or advertising services for hacking;
- u. Adware, malware, viruses, phishing attempts;
- v. Fraud, unofficial, untrue, false, misleading, invented, re-produced information, facts, news, offers, solutions, guidelines related to or aiming to treat in any way and at any level vulnerabilities of all kind,

including but not limited to any physical, mental, psychological, social, religious, economic, scientific vulnerabilities;

w. Any other information whose distribution is prohibited by law.

11.2. ROIADS has the sole discretion to deny any advertising material or Advertisement that includes Prohibited content and/or suspend the Advertising Campaign. Furthermore, ROIADS reserves the right to withhold payment for the entire Advertising Campaign, withhold the Personal Account balance and any other remuneration, and/or submit an immediate legal action against the Advertiser and/or set a financial penalty, based on the damages caused to ROIADS.

12. Indemnification

The Advertiser agrees to indemnify and hold ROIADS, its affiliates, subsidiaries, successors, assigns, and each of their directors, officers, shareholders, agents, contractors, partners, and employees, harmless from any and all claims, actions, damages, losses, costs, expenses, judgments or liabilities (including reasonable attorney's fees), arising out of or relating to: (a) a breach of any warranty or representation made by the Advertiser under the Agreement; (b) the content or subject matter of the Advertisement; (c) a breach or violation of any clause of this Agreement or any law or the rights of any third party.

13. Force majeure

13.1. The Parties are exempt from liability for partial or entire failure to perform their obligations under the Agreement provided such failure resulted from the force majeure events that occurred after the Effective Date. The force majeure events are understood as events that occur regardless of the will of the Parties, and which could not be foreseen and prevented by any reasonable actions of the Parties, in particular floods, fires, earthquakes, volcanic eruptions, epidemics, tsunamis, accidents of anthropogenic nature, national strikes, international agreements prohibiting operations required under the Agreement, actions or inactions by state institutions or officials, and illegal activities by third parties. Circumstances that absolve a Party from liability include government regulations or decrees that render compliance with the Parties' obligations impossible.

13.2. The Party invoking force majeure event shall inform the other Party in writing within 5 (five) days on such force majeure event and prove its emergence with official documents of the relevant chamber of commerce and industry or another competent institution of the relevant country.

13.3. If any of the force majeure events mentioned in clause 13.1 hereof directly affect the fulfillment of obligations within the agreed timeframe stated in the Agreement, the affected timeframe will be extended by a duration equal to the validity period of the relevant event.

14. Governing Law and Jurisdiction

14.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus (applicable law).

14.2. Any dispute arising out of the Agreement or related to it, including its execution, breach, termination, or invalidity thereof, will be solved in the state court of competent jurisdiction located in the Republic of Cyprus.

15. Term and Termination

15.1. The term of this Agreement shall commence upon the Effective Date and continue until terminated by either ROIADS or Advertiser (the "Term").

15.2. Either Party may terminate this Agreement upon written notice sent to the other Party 48 hours before termination takes place (email is sufficient). Upon termination of this Agreement, the Advertiser

shall immediately pay to ROIADS all amount owed hereunder (if any).

15.3. ROIADS shall be entitled, with immediate effect and without prior notice, to stop Advertising Campaign or terminate this Agreement in case: (a) Advertiser uses the Service, and/or the Platform, and/or the Website in a manner that entails the perpetration of a crime; (b) Advertiser uses the Service, and/or the Platform, and/or the Website in a manner that occasions losses or the risk of loss for ROIADS and/or any third party; (c) it may be reasonably assumed that Advertising Campaign violates applicable law; (d) notwithstanding reminders, Advertiser fails to pay agreed fees or any other remuneration to ROIAD within a stated time; (e) Advertiser otherwise fails to comply with this Agreement, [Rules of Service](#), [Privacy Policy](#); (f) Advertiser does not purchase the Service for more than 3 (three) months after the last crediting of its Personal Account or (g) Advertiser is placed into insolvent liquidation or is otherwise insolvent.

16. Miscellaneous

16.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. This Agreement replaces and extinguishes any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations, and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

16.2. Change of the address or the State of registration or activity of the Advertiser shall not constitute the ground for termination or revision of the Agreement, except in cases when legislation of the state of the new registration and activities of the Advertiser prevents the Advertiser from performing obligations under the Agreement.

16.3. The Advertiser agrees that ROIADS may mention the Advertiser's name as a customer in its marketing and sales materials without the Advertiser's prior consent.

16.4. If any term, clause, or provision of this Agreement is found to be illegal, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from this Agreement without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement, which shall remain in full force and effect.

16.5. The relationship between the Parties will be that of independent contractors and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency, or other form of legal association between the Parties. Neither Party will have, nor represent to any third party that it does have any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

16.6. By accepting this Agreement, you agree to use the contact details and communication methods provided in your Account for communication.

16.7. Documents related to the Agreement may be executed by the Parties through the exchange of scanned or electronic copies sent via email or any other electronic means, without the need for hard copies.