

AGREEMENT FOR ADVERTISERS

last updated on October 6th, 2023

“**NOTIONSSTOCK - FZCO**” or “Company” a limited liability company, registered under the laws of the United Arab Emirates.

Company is a general purpose advertising network and advertising agency that works with various types of advertisers and publishers around the world, and offers the ability to launch ads campaigns by automated means. Advertising campaign management is carried out through a personal user account, and the Company only offers a tool for such campaign management. Therefore, Company is an online service connecting advertisers and websites with ads spaces available (publishers).

Your use of this website is subject to our terms and conditions (including the Advertiser and Publisher Agreement) set out herein, and by using this website you are agreeing, and you are signifying your agreement, to be bound by these terms and conditions. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The information contained in this website is provided on “as is” basis and for general information purposes only. The information is provided by Company and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

Through this website you are able to link to other websites which are not under the control of the Company. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Before making any decision or taking any action that may affect your financial position or status, consult with a qualified professional. None of the entities within the Company’s network is responsible for any loss sustained by any person using this website or service.

This website and services provided herein managed by:

NOTIONSSTOCK - FZCO

License number: 25830

Address: Premises No DSO-IFZA Building name IFZA

Properties Area name Dubai Silicon Oasis, Dubai, United Arab Emirates

Property name IFZA Business Park, DDP
Premises number 25830-001
Makani Number A1-3641379065
Dubai Silicon Oasis, Dubai, United Arab Emirates

email: notionsstock@gmail.com

1. ACCEPTANCE OF THE AGREEMENT

NOTIONSSTOCK - FZCO (United Arab Emirates) (the “**Company**”, “**We**”, etc.) being an advertising network and advertising agency that provide the ability to place own Advertising materials in the Information Space of the Company using the Company's System, services for products monetization and promotion, connecting publishers and advertisers through such service globally (the “**Service**”), and

You (the, “**Advertiser**”, “**You**”, “**Yours**”, etc.), seeking for services for launching and managing advertising campaigns, in particular marketing consultancy, media market analysis, ads campaign planning, and

WHEREAS,

Company has offered its services to the Advertiser through www.adprofex.com website, and You decided to utilize the Service,

NOW,

Company and Advertiser hereby agree as follows:

BY CHECKING THE BOX AND CLICKING "I ACCEPT, FULLY AGREE AND UNDERSTAND THE AGREEMENT FOR ADVERTISERS" BUTTON, AS APPLICABLE, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE FOLLOWING OUR PUBLICATION OF THE REVISED VERSION OF THIS AGREEMENT ON OUR WEBSITE, YOU (A) CONFIRM THAT YOU ARE AWARE AND COMPLY WITH PRESENT AGREEMENT AND AGREE TO BE BOUND BY THIS ADVERTISER AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE COMPANY SYSTEM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO ENTER INTO THIS AGREEMENT AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT; AND (D) AGREE TO RECEIVE DIRECTLY TO YOUR E-MAIL NEWSLETTERS, TRAFFIC MONETIZATION INSIGHTS, LATEST PROMOTIONS, CASE-STUDIES AND TUTORIALS FROM US.

2. TERMS AND DEFINITIONS

2.1. **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 or used by Advertiser's web-servers in response to a query from Company.

2.2. **Advertiser** means a party that has decided to enter into this Agreement and to assign Company to provide online services in accordance with the terms and conditions of this Agreement.

2.3. **Information Space** shall mean advertising materials' placement locations, including but not limited to websites, software, game applications and other services and resources.

2.4. **Company's Information Space** shall mean an information space, the administration rights to which and/or advertisement placement rights to which belong to the Company (including the Information Space of Partners with whom the Company has concluded Agreements to place advertising materials).

2.5. **Company System** shall mean the Company's complex of hardware and software, established to provide the Services, including giving the Advertiser the ability to place advertising materials independently, as well as monitor and maintain statistics for the placed advertising materials, available at www.adprofex.com

2.6. **Account** means the Advertiser's account at Company web-site www.adprofex.com for deposit of money and managing of campaigns.

2.7. **Content** means all ad content, related technology and tags provided by Advertiser that are subject to the Services under this Agreement.

2.8. **Effective Date** means the date of adoption by Advertiser terms of this Agreement or in the absence of its signature, the date when the Advertiser set up an Advertiser Account with the Company.

2.9. **Campaign** means certain actions set up by an Advertiser to increase traffic to the Advertiser or its affiliate website, sales and/or attracting new customers.

2.10. **Statistics** shall mean data on advertising materials that have been placed and are currently being placed and on the cost of Services in the Reporting Period, which are generated by the Company's reporting system based on the results of automatic processing, and other information determined by the Company unilaterally and which may be found by the Advertiser in their Member Area. Statistics are displayed in the Account in USD, regardless of the currency of the balance replenishment.

2.11. **Reporting Period** shall mean a period commencing on the date when the Advertiser has initially deposited money to Advertiser's Personal Accounts balance, and ending when the money is spent in full, or the date on which the Company issued the Report and Act in accordance with subclause 5.13. of present Agreement or the date of termination of this Agreement.

2.12. **Active Link** shall mean textual or graphical indicators included in the Advertiser's advertising material, which enable navigation to the Advertiser's/third parties' information resource through Clicking. An Active Link is also any other way to navigate to the Advertiser's/third person's information resource through advertising material located in the Company's Information Space.

2.13. **Click** shall mean each instance of the User navigating from the Company's Information Space to the Advertiser's/third party's information resource through an Active Link.

2.14. **Impression** shall mean placement and display of the Advertiser's advertising materials in the Company's Information Space.

2.15. **Action** shall mean an activity performed by the User, which is accounted by the Advertiser as an instance of service being rendered by the Company.

2.16. **Auction** shall mean a system that uses certain algorithms to automatically determine the conditions for placement of advertising materials, including the place, time, cost and other terms of placement of advertising materials.

2.17. **Partners** shall mean legal entities and/or sole proprietors, who have rights to administer the Information Space and/or rights to place advertising materials in the respective Information Space (hereinafter referred to as the "Partner Information Space"). Partners are persons with whom the Company has concluded Agreements to place the Advertiser's advertising materials in the Partner's Information Space.

2.18. **Company's account** shall mean, depending on a payment method, any bank's account or payment system account, crypto-wallet or any other means of receiving a payment as indicated in Company's System.

If terms are used in this Agreement that are not defined in this Article 2 and/or in the text of the Agreement, the definition of such terms shall be based on the meaning of the text of the Agreement. If an unambiguous interpretation does not exist, the interpretation should be governed by the terms interpreted with the following priorities: first, current applicable laws and international law, and second, current practice of using the terms on the Internet.

3. SUBJECT OF THE AGREEMENT

3.1. Company provides You an opportunity to participate in our Service and Company information space by placing its Ads on web pages of the Partners registered or on other websites available in the Company system. Company will monitor, track and report its Services in a manner and on a schedule as determined by Company.

3.2. In order to become an Advertiser you must first accurately submit a registered form at <https://advertiser.adprofex.com/register> the Company's System and be in compliance with present Agreement (in case of using Self-service) or register yourself as an Advertiser by contacting Company directly (in case of using Managed service) for acceptance, and not use any

aliases or other means to mask your true identity or contact information. After we review your application, we will notify you of your acceptance or rejection as Company' Advertiser. We may accept or reject your account registration at any time at our sole discretion for any reason. Company reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your consent if deemed appropriate at Company sole discretion.

3.3. By filing your registered form as an Advertiser you confirm your understanding and unreserved acceptance of present Agreement and terms and conditions of Company, including, but not limited to the Privacy Policy, published at our website concerning the Services, and confirm You are a duly authorized signatory, has full legal capacity and all the necessary authority to bind the individual, company or other entity, and hereby submitting a legally binding electronic signature and entering into a legally binding contract.

3.4. Company has the following Non Acceptable Business rules for Advertisers:

- Where there are known or perceived links to terrorist organizations, military, arms and/or ammunition manufacture or sales;
- Where there is knowledge or suspicion of money laundering or terrorist financing;
- Where it is known or there are reasonable grounds for suspicion that a criminal offense has taken place;
- Where the client or any of the clients associated parties are subject to any sanctions measures;
- Where the client is undertaking an activity or trade within, from or into a country where that activity is subject to embargo and/or trade control restrictions;
- Producers/publishers of racist/pornographic/pressure group material or extremist organizations;
- Regulated entities that do not have the appropriate licensing;
- Political organizations.

3.5. There are the following methods of using the Service available – Self-Service or Managed service.

Self-Service assumes that all Services and ad campaigns shall be provided through Advertisers' account in the Company system. Company support team may provide assistance upon your request, however, all the actions or modifications made through your account shall be deemed made solely by You.

Managed service assumes that assistance of using the Services and the Company system shall be provided by Company officers.

3.6. Advertiser understands and accepts that Company does not allow and prohibits the multiple account opening for each Advertiser. Advertiser agrees not to fill in a registered form and/or register as an Advertiser more than one time and/or hold more than one account with Company for any reason and/or in order to benefit in any way from any marketing promotional program/project and/or offer available for the Advertiser by Company.

In any case where Company identifies multiple account applications/registrations/openings/holdings of an Advertiser through the use of any technology or through other means available for and/or acceptable by Company only, Company may forbid access to and/or suspend and/or ban and/or close any such multi accounts and/or the main account of the Advertiser and/or manage all accounts in such way and/or take any other actions and measures deemed appropriate in the sole discretion of Company, regardless of the reason/purpose that such multi account applications/registrations/openings/holdings were created.

If the only and/or any account of the Advertiser is forbidden access to and/or is suspended and/or banned and/or closed for any reason, including but not limited for reasons related to prohibited/non accepted activity, the Advertiser understands and agrees that is not allowed and will not fill in another registering form and/or re-register and/or create and/or hold any other new account for the same reason and/or for any other prohibited/non accepted activity.

3.7. Company may allow multi account applications/registrations/openings/holdings for an Advertiser if this is specifically and clearly predefined as accepted/permitted in any specific marketing promotional program/project and/or offer and/or in exceptional cases, at any time and for any reason Company considers acceptable and solely at its own discretion, if the Advertiser submits such request by sending an email to notionsstock@gmail.com

3.8. You may not transfer your account to anyone without explicit written permission of the Company and you may not use anyone else's account or password at any time without the express permission and consent of the holder of that account. Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Company does not guarantee: (i) the placement, positioning or the timing of delivery of any Ad, or (ii) the number (if any) of any impressions, publications, conversions or clicks on any Ad on any Company's Information space.

4. COST INCURRED, CONTENTS AND POSITIONING

4.1. Advertiser shall submit Contents for all Ads types in accordance with such due date as may be set out in this Agreement or as otherwise is communicated by Company.

4.2. Unless otherwise agreed in writing, the positioning of Ads on a Company's information space is at Company sole discretion.

4.3. If Advertiser asks Company to carry out the posting or modification of a campaign or any element of the campaign (including without limitation through an authorization for Company to optimize campaigns generally), Company will carry out such posting and/or modification within 48 hours.

Any such posting or modification carried out by Company shall be deemed approved by Advertiser from the earlier of: (i) confirmation from Advertiser, and (ii) the end of the 12th hour following the posting or modification carried out by Company If Advertiser does not approve of

the posting or modification, it must notify Company via e-mail within 12 hours of the posting or modification.

4.4. Advertiser is solely responsible for all: (i) Contents generated or using by or for Advertiser; (ii) properties to which a Content directs users (including without limitation content on the domain or landing page reached by clicking on the Content URLs; and/or (iv) Advertiser's services.

5. PAYMENT AND SETTLEMENT PROCEDURE

5.1. The Services cost shall be determined by the Company's System using the Auction. Rates of the Services is determined by the Company's System using the Auction and depends on: (a) Placement location, time frame, amount of advertising materials; (b) other placement options established by the Company's System for the purpose of determining the cost of the Services. Placement options are periodically determined by the Company at its sole discretion. The Advertiser agrees with the price formation methods determined by the Auction.

5.1. All statistics for the purposes of billing and general delivery reporting are based on the Company's reporting system.

Use of the Service shall be carried out on a monthly basis or other method determined in present Agreement as a Reporting period.

5.2. In the event that Advertiser believes that there is a discrepancy in Company's Statistics for Reporting Period, Advertiser must provide Company with a reasoned report of such discrepancy within three (3) calendar days from receipt of Company's server reports in relevant Reporting Period. Otherwise, the Company shall not be liable for such discrepancy, services shall be deemed rendered, and will calculate earnings on the basis of its Statistic. If the parties are unable to reach an agreement regarding the discrepancy, then Company Statistics shall prevail.

5.3. Company provides the ability to perform payments by using payment service providers. Advertiser shall have the right to select any payment service provider available. You agree that the Company 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 the Company include the above-mentioned fees and commission, if applicable.

Advertiser is responsible for all applicable taxes associated with provided ad services, other than taxes based on Company income. Advertiser shall indemnify Company against all losses suffered or incurred by Company arising out of or in connection with any payment made to Company.

5.4. In case of using a Self-Service Advertiser shall make a deposit of funds to its Advertiser Account in advance. The minimum amount of initial deposit depends on the choosing method and displayed in the Company System. By using Self-Service you agree that setting limitations on Ads campaigns budget and spending shall be entirely your responsibility. If the funds in your Advertiser Account are exhausted, all running campaigns may be suspended immediately, if

spending limits are not applicable. Spending limitations are not legally binding and the Company bears no responsibility for any excess.

5.5. In case of using Managed services Advertiser shall set up all spending limitations and budget (fixed or unlimited) with Company managers to run Ads campaign. So Advertiser has to control spending of advertising budget and undertakes to inform Company in written about further actions to optimize such campaign. You shall pay for Services on the base of the invoices, issued by Company, by one of the following options: (i) prepayment, (ii) net, (iii) postpayment (available only by prior arrangement).

5.6. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to Company may be shared by Company with companies who work on Company' behalf such as payment processors and/or credit agencies solely for the purpose of checking credit and/or effecting payment to Company and serving customers account.

5.7. Company shall not be liable for any use or disclosure of such information by such third Party.

5.8. Advertiser shall be responsible for any pricing, Bid, Ad Unit Values, Bidding Terms, Account configuration or category classifications errors or other errors ("Buyer Errors") resulting in a completed transaction (Ad Unit served), and shall be liable for any payments due in connection with the completed transaction.

Advertiser acknowledges that:

- all executed transactions are final;
- notification of Buyer Errors must be reported by the Advertiser within 24 hours;

5.9. Company reserves the right to discontinue Service, withhold payment at any time and terminate present Agreement without liability to Advertiser in case of material breach of this Agreement by the Advertiser or its associates. Parties hereby agree that any form of fraudulent or illegal activity, or any violation of the applicable laws and regulations, or any activity specified in Section 10 of this Agreement shall be deemed a material breach of this Agreement.

5.10. Company shall have the right to adjust your account balance in the case of (i) to deduct transaction fees, (ii) due to technical reasons, (iii) due to fraudulent activity, (iv) upon additional agreement by the Parties.

5.11. The Advertiser agrees that if, upon termination of the Parties' obligations or termination of the Agreement, the amount prepaid by the Advertiser for the Services exceeds the cost of the actual Services provided, then the difference between these amounts shall be recognized as an advance payment from the Advertiser for other services provided by the Company under other (including future) Agreements, except for cases when the termination of obligations has been documented in writing or when the Agreement was terminated on different terms

5.12. Based on the United Dubai Emirates laws and Free Zones Directive prices could include VAT. Funds in the Account are displayed excluding VAT.

5.13. If necessary the Company is entitled to generate a report ("Report") and a unilateral acceptance act ("Act") on the Services rendered. Absence of substantiated objections to the Report and to the Act for 5 (five) calendar days from the date of receiving the Report shall be considered as the acceptance of the Services rendered by the Company.

6. COMPANY'S LIMITED WARRANTY

6.1. Except for the express warranties set forth above and to the extent permitted by law Company expressly disclaims all other warranties of any kind with respect to the Service, whether express or implied, including without limitation any warranties for merchantability, fitness for a particular purpose, that the Services will be uninterrupted, completely secure and/or free of software errors.

6.2. Company furthermore expressly disclaims any responsibility in relation to (i) any claims made in relation to Ads, campaigns or any Contents or (ii) any claims made in relation to the publication of any such Ads, campaigns or Contents on any websites such as, including but not limited to, streaming sites, File Sharing Sites, and sites with adult content.

7. ADVERTISER'S REPRESENTATIONS AND WARRANTIES

7.1. Each party will make every effort to uphold the highest ethical and commercial standards. If Company requests that Advertisements should be removed from or not placed in any context that harms the goodwill or reputation of Company, Advertiser will promptly comply with such request.

In case of violation of its obligations under the present Agreement by Advertiser, Company reserves the right to stop providing services and withhold Advertisers' remuneration or account balance or fine.

7.2. Advertiser accepts and acknowledges the full responsibility in the event that the Contents in a Campaign would be deemed invalid or illegal in any applicable jurisdiction.

7.3. Each Party waives its rights against the other in respect of warranties and representations (whether written or oral) not expressly set out or referred to in this Agreement. Nothing in this clause limits or excludes either Party's liability for fraud.

7.4. Hereby you represent and warrant that you have all necessary rights, permits and licenses to start and manage ad campaigns and for display Advertisement and operate Your websites and business activities in the selected jurisdictions. In case of breach of this obligation, Company may terminate this Agreement at any time without prior notice, withhold any remuneration or account balance and claim for compensation of incurred losses and damages.

7.5. Advertiser undertakes to ensure that its servers support the traffic directed to Ad campaign through our service. Anyway, Company takes no responsibility for all the consequences in case your servers cannot support the traffic directed to your website.

7.6. You hereby agree not to use Company' system interface, available to You in connection with the execution of this Agreement, in any ways not provided for by this Agreement, including not to distribute or transfer it to any third party.

7.7. Hereby You agree not to grant any third parties the opportunity to place Ads that violate the requirements of the legislation, as well as ethics and morality rules. You shall bear all the expenses and losses incurred from Your illegal use of copyrighted materials (including Ads, trademarks, etc).

7.8. You warrant not to use automated tools, including robots, scripts, or spiders, for generation of the inquiries or gather information from the interface of the Company System.

7.9. Hereby You warrant that You will not use the Company System interface for any purposes that violate any applicable laws or rights of any third parties, including its intellectual property.

7.10. You grant NOT to modify, adapt, translate, disassemble or otherwise attempt to derive the source code of any software, used in Company System, Services or Program.

7.11. Hereby You represent and warrant to provide Company with all the documentation or its equivalents, needed for identification of the parties, ascertainment of the legal fact and fulfillment of its obligations under this Agreement, within 15 business days from the date of request. In certain cases, we may withhold all payments until we will receive relevant documentation from you.

7.12. Hereby You irrevocably authorize Company to transfer a request received by Company to provide information for the payment directly to Your financial institution available.

8. FRAUDULENT ACTIVITY

You are expressly prohibited from using any means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with the Services or exceed your permitted access to Company website or Company System.

Company shall have the right, in any event described under this clause 8, to ban Your Advertiser Account, to withhold account balance and to take all necessary legal actions to restore the damage caused by this violation. In any case Company shall make all determinations about fraudulent activity in its sole discretion.

9. INDEMNIFICATION

Advertiser agrees to indemnify and hold Company, its affiliates, subsidiaries, successors and assigns harmless from any and all claims, actions, judgments or liabilities arising out of or in connection with Advertiser's Campaign, any breach of this Agreement by Advertiser and/or of any representation, warranty or agreement in this Agreement.

10. REJECTION OF CAMPAIGN CONTENT

10.1. Company has, in its sole discretion and without any liability, the right to deny any advertising material or Content that includes or based on any inappropriate or illegal content, prohibited by the Company and its technical moderation rules of the Company. The Content of the Advertiser can not include any material that infringes the rights of any third party or is in violation of any law, as bound by the law or determined by us in our sole discretion, including but not limited to the following:

- pornography, adult or mature content;
- illegal activity (i.e. how to build a bomb, hacking, “phreaking”, etc);
- racial, ethnic, political, hate-mongering or otherwise objectionable content;
- violence, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance;
- adware, malware, viruses, phishing offers;
- creatives should not contain the words like “your software is outdated”, “your device is infected”, “viruses found” etc. No misleading ads, providing false info to the user;
- purchase of weapons/military equipment.

If Advertiser provides software for campaign, it shall be free from any spy- or malicious software and comply with the terms and conditions under present Agreement. In confirmation of this fact the Advertiser can provide duly executed SSL, or Code sign certificate.

Advertiser will defend, indemnify and hold Company or its affiliates and representatives harmless from any damages, liabilities, costs, and expenses (incl. attorneys’ fees) resulting from any claim, judgment or proceeding brought by a third party.

In case where advertisements are placed in such locations, Company reserves the right to withhold payment for the entire campaign, withhold account balance and any other remuneration and/or submit an immediate legal action against Advertiser and/or set a financial penalty, based on the damages caused to Company .

10.2. In order to be eligible to become an Advertiser of software or other application (API), Your software or application (API) must meet the following criteria

- not to violate, or encourage the violation of, the legal rights of others;
- not to be used in any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- not to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature (i.e. malware);
- it must not alter, disable, interfere with or circumvent any aspect of the software of third parties or advertisement services particularly.

Advertiser will make all reasonable efforts to prevent unauthorized use of its software or application and to terminate any unauthorized use. Advertiser will promptly notify Company of any unauthorized use of, or access to, the software or application of which it becomes aware.

Advertising software shall be installed only with the consent of the user, and shall provide ability of its removal without special additional programs.

10.3. Advertiser further acknowledges and accepts that Company may stop a Campaign in case Advertiser's website includes inappropriate content as described under sections 10.1, 10.2 above.

10.4. In order to ensure compliance with this section 10, Advertiser must notify Company in writing of any changes to the content on Advertiser's website which could be deemed inappropriate content.

11. COMPENSATION PROCEDURE

11.1. In the case of artificial traffic (fraudulent activity, bots, automatic overflows, etc.), the Company is entitled to pay a compensation (the "Compensation") to the Advertiser.

11.2. In order to obtain the Compensation, the Advertiser shall notify the Company of the occurrence of artificial traffic under the clause 11.1 through support in the Account, in such notice the Advertiser attach reasonable details, the basis, evidence of such artificial traffic and the amount of its request for compensation.

11.3. Within 2 (two) working days after receiving the Advertiser's notification, the Company verifies specified information. Based on the results of the verification, the Company may decide to pay the Compensation or refuse to pay the Compensation.

11.4. The Compensation is subject only to the last three days of the particular advertising campaign beginning from the moment of notifying the Company by the Advertiser under the clause 11.2.

12. NON-SOLICITATION

Advertiser hereby agrees not to contact websites in the Company System in order to purchase advertisement space from them or engage in practice that would be deemed competitive to the efforts of Company in its attempts to represent the website's advertising spaces. Violation of this clause shall be deemed a material breach of this Contract.

13. CONFIDENTIALITY

13.1. Each Party (a "**Receiving Party**") understands that the other Party (a "**Disclosing Party**") may disclose information of a confidential nature including, without limitation, product information, data, pricing, financial information, software, specifications, research and development and proprietary algorithms or other materials that is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("**Confidential Information**").

13.2. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance. Neither party will make any public announcement regarding the existence or content of the Agreement without the other's prior written approval.

13.3. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were a Party to this agreement.

13.4. The foregoing obligations under this section 11 shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was or is lawfully received by the Receiving Party from a third Party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information or (v) express written consent has been given prior to disclosure.

13.5. In the event that the Receiving Party is required to disclose Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party shall promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information.

13.6. Upon termination or expiration of this Agreement, upon the request of a Disclosing Party, the Receiving Party agrees to return to the other all of such other Party's Confidential Information, or to certify to the Disclosing Party in writing that all such material has been destroyed, however, destruction is only permitted after Disclosing Party's prior approval.

14. CANCELLATION

14.1. Either party may cancel the ads campaign and terminate the present Agreement with 48 hours' written notice to the other party.

14.2. Company shall be entitled, with immediate effect, to stop Advertiser's Campaign or to prematurely terminate this Agreement in writing where: (a) Advertiser uses the Service or the Company System in a manner that entails the perpetration of a crime; (b) Advertiser uses the Service or the Company System in a manner that occasions losses or the risk of loss for Company or any third Party; (c) it may be reasonably assumed that Campaign violates governing law; (d) notwithstanding reminders, Advertiser fails to pay agreed fees or any other remuneration to Company within a stated time; (e) Advertiser otherwise fails to comply with this Agreement and such breach of contract is material; or (f) Advertiser is placed into insolvent liquidation or is otherwise insolvent.

In this case, the Company shall have the right to block your account immediately and to withhold the remaining funds at your account as a fine.

14.3. This Agreement will be blocked when the Advertiser's Account has not been in use for more than six (6) months.

You will receive a notification informing you that your account is blocked due to "Inactive account status" at account login. After deactivation, you will have 90 calendar days to restore your account. To do so, you have to login to your account and follow the steps described there. If your account is not reactivated within 90 calendar days it will be deleted without the option to restore it.

If your account balance is 0 USD, the system will automatically block your account, if otherwise not agreed by the parties. If your account balance is above 0 USD, the remaining funds will be fully deducted from your account.

14.4. You acknowledge and agree that in the case of Your account being deleted at any reason it doesn't mean that user data would be erased too.

15. INTELLECTUAL PROPERTY

Hereby we grant you a non-exclusive, non-transferable, revocable right to use Company Service and access to the Company System solely in accordance with the terms of this Agreement.

You may not alter, modify, manipulate or create derivative works of Company or any of our graphics, creative, copy or other materials owned by, or licensed to Company in any way. We 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 Company' trademarks, service marks, copyrights, patents or trade secrets. You agree that we may use any suggestion, comment or recommendation you choose to provide to the Company without compensation. All rights not expressly granted in this Agreement are reserved by the Company .

16. ENTIRE AGREEMENT AND VARIATION

16.1. Company reserves the right to amend the terms and conditions of this Agreement at any time unilaterally. The Advertiser shall be informed of such amendments by relevant notice in personal account or through the information being made available on Company 's website. The Advertiser shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available in Advertiser's personal account on Company 's website. Where the Advertiser does not accept the amendment, the Advertiser shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the website, provided that the changes have an adverse effect, that could not be considered as minor, on the Advertiser, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Advertiser within the aforementioned time, the Advertiser shall be deemed to have accepted the new terms and conditions.

16.2. Advertiser acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral other than those expressly set out in this Agreement, Privacy Policy, or other

terms and conditions published at www.adprofex.com and that it will not have any right or remedy arising out of any representation, warranty or other statement not expressly set out in this Agreement.

17. ASSIGNMENT, GOVERNING LAW AND JURISDICTION

17.1. Company may assign this Agreement to a subsidiary or business successor. You may not assign this Agreement without the prior written consent of the Company, which shall not be unreasonably withheld.

17.2. This Agreement and any dispute or claim (including non-contractual disputes or claims) 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 United Arab Emirates.

17.3. Each party irrevocably agrees, for the sole benefit of Company that, subject as provided below, the courts of the United Arab Emirates shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of Company to take proceedings against Advertiser in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. LIMITATION OF LIABILITY. DISCLAIMER OF WARRANTY.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE, OPERATION OF A PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR MEDIA, INCLUDING BUT NOT LIMITED TO BROKEN IMAGES, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT AND SERVICES AT THE COMPANY SYSTEM OR IN SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN COMPANY SYSTEM AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF COMPANY SYSTEM, THE INFORMATION, SERVICES, AND CONTENT INCLUDED AT THE COMPANY SYSTEM OR IN SERVICE AND PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON ITS WEBSITE OR PROVIDED BY COMPANY IS ACCURATE, COMPLETE OR CURRENT.

19. REFUND POLICY

19.1. Refund could be applied only upon a written request containing reasons for your refund to notionsstock@gmail.com. Due to reasons deemed applicable by Company' officer.

19.2. Refund will be made in the amount of unused funds. Amount must be calculated based on Company' Statistics.

19.3. Refund shall be applied only to the actual payments made by the Advertiser to Company.

19.4. A refund request will be considered legitimate ONLY if it has been sent from the email used for Advertiser's Account registration.

19.5. Advertiser has one (1) month from the last payment date to ask for a refund of the balance remaining on the Advertiser Account if You have remained in compliance with this Agreement. After Advertiser makes a second deposit at Advertiser Account (itself or via manager), a refund will only be issued for a balance of more than 200 USD or in equivalent and a processing fee of 10% will be deducted from such refund.

19.6. The refund may be credited back to the same payment method and same account that was used to make the payment.

19.7. The refund request will be processed within 5 business days from the date the request was received.

19.8. Refund is not acceptable in case the Advertiser breaches terms and conditions of present Agreement or other terms agreed by the parties.

20. FORCE MAJEURE

20.1. The force majeure events are understood as events which occur after the Effective Date, regardless of the will of the Parties, and which could not be foreseen and prevented by any reasonable actions of the Parties. The influence of these events may postpone the performance of all or several parts of the present Agreement or other terms and conditions agreed by the Parties.

20.2. The circumstances of force majeure include such events as war, mobilization, epidemic, fire, natural disasters, traffic accidents and changes in legislation, if such events meet the criteria of the paragraph 20.1 of this Agreement. The list above is not exhaustive.

20.3. If provision of Services has been postponed due to the force majeure, the Party affected by force majeure shall notify the other Party in writing about the day of the force majeure commencement within 5 calendar days. With the cessation of force majeure and the restoration of normal conditions, the Party which was affected by force majeure shall notify the other Party in writing within 3 calendar days.

20.4. If a Party fails to comply with the requirements specified in the paragraph 18.3., i.e., it will not notify the other Party of the commencement and termination of the force majeure, it loses the right to rely on such force major action.

21. MISCELANEOS

21.1. Present Agreement is the principal document in the legal relationship of the Parties, and shall be deemed an entire agreement of the Parties. In case of contradictions in using Service or the Company System, present Agreement shall prevail in any case.

21.2. Relationship between the Parties. 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.

21.3. Waiver clause. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant or representation contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant or representation.

21.4. Survival of Representations and Warranties. The representations and warranties of Advertiser set forth in this Agreement (in particular, Article 11-12) hereof shall survive closing for a period of one (1) year from the termination date (the "**Survival Period**").

No claim for a breach of any representation or warranty by the Company shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was disclosed to Advertiser and/or actually known by Advertiser prior to termination.

21.5. All claims related to the use of the Service or Program shall be submitted by the Advertiser within 30 days from the end of the Reporting Period only. In the case of missing the specified term, the Company reserves the right not to process the complaint, and all the services shall be deemed rendered properly and subject to payment.

21.6. Headings. Headings to sections and subsections in this Agreement are for the convenience of the Parties only and are not intended to be a part of or affect the meaning or interpretation hereof.

DETAILS OF THE COMPANY

NOTIONSSTOCK - FZCO

License number: 25830

Address: Premises No DSO-IFZA Building name IFZA

Properties Area name Dubai Silicon Oasis, Dubai, United Arab Emirates

Property name IFZA Business Park, DDP

Premises number 25830-001

Makani Number A1-3641379065

Dubai Silicon Oasis, Dubai, United Arab Emirates

email: notionsstock@gmail.com