

OfferGate User Agreement (Advertiser)

Last update: July 30, 2025

Please read this User Agreement carefully before using the Service. This Agreement is an official public offer and is intended for persons using the OfferGate Service (hereinafter simply "Service").

Our Platforms ("Platforms" means the website(s), including but not limited to <https://offergate.com/> and related websites and/or subdomains (the "Site", "Website") and any related documentation, services; any images, logos, photographs and video content, software, designs, graphics, photos, illustrations, animations, videos, scripts, texts, music, sounds, voiceover, interactive features, and all other materials and content accessible within the Site that are incorporated into and form part of our Site and etc. ("Site Content")) are provided by the Company.

Company shall mean:

KADAM CY LTD, company incorporated and acting under the laws of the Republic of Cyprus under the registration number HE 424427, address: Omonoias, 13, 3052, Limassol, Cyprus (hereinafter - "We", "OfferGate", "Company", "Affiliate Network", "Service",). We can be contacted by writing to: Omonoias, 13, 3052, Limassol, Cyprus or via email: og_support@offergate.pro.

The Service may also be provided to you by our partners:

- (1) **Kadam Advertising Ltd**, company incorporated and acting under the laws of the Republic of Cyprus under the registration number HE 441056, address: Omonoias, 13, 3052, Limassol, Cyprus;
- (2) **ADV BIZ LTD**, registered and operating under the laws of the Republic of Cyprus, under number HE 353920, located at 2 Agias Fylaxeos & Christoforos Perraivos, KALIA COURT, Address/Office 601 3025, Limassol, Cyprus.

The following definitions are used interchangeably in the Agreement:

- persons using the Service - "Advertiser", "User", "Users", "You", "Partner", "Partners";
- Company and persons using the Service - separately as a "Party" and collectively as the "Parties";

If you use this Service, you agree to comply with all the terms of the Agreement. If you do not agree with the provisions of the Agreement in whole or in part, you must immediately stop using the Service. You confirm that you are of legal age, fully familiarized with and accept all the terms of the Agreement without any reservations and exceptions when you perform any actions aimed at using the Service.

You confirm your legal capacity in accordance with the current legislation of the state where you are a resident and acceptance of the terms of the Agreement in full, when you start using the Service or pass the registration procedure. If you use the Service on behalf of a legal entity, you represent and warrant that you have the right and authority

to enter into this Agreement on behalf of that legal entity and to bind it to this Agreement.

The Agreement is available for review at <https://offergate.com/documents/user-agreement-rekl-en.pdf> and contains all material terms and conditions. Acceptance of the Agreement is registration in the Service on the terms provided in Section 4 of the Agreement and/or payment for the Company's services on the basis of the invoice issued/payment by a third party for the Advertiser (whichever occurred first) and means the conclusion of the Agreement on the terms and conditions specified in the Agreement.

The Company agrees to comply with all applicable obligations and requirements set forth in the [Digital Services Act](#), Regulation (EU) 2022/2065 (the "DSA"), including, but not limited to, removing illegal content from the Company's website, providing an explanation of the reasons when the Company takes action to remove or disable access to illegal content, notifying the relevant European Union law enforcement or judicial authorities when the Company becomes aware of any information giving reason to suspect that illegal content has been, is being, or is being, committed, or is being accessed by the Company.

By using the Company's services, you acknowledge and agree that you are bound by the DSA and agree to abide by the legal standards set forth therein, including the online advertising transparency requirements set forth by the DSA.

TERMINOLOGY

- "Advertisers" - an individual or legal entity that determines the terms of affiliate programs and provides an opportunity to advertise its goods and services through various advertising means and the provision of Advertising Materials.
- "User" - Webmaster/Publisher/Media Buyer - a legal entity or individual who places Advertising Materials on its claimed Sites.
- "Advertising Material," "Advertisement," "Announcement," or "RIM" - information about a person, product, service, disseminated in any form or by any means and intended to create or maintain awareness of and interest in such person, service or product among the consumers of the advertisement, which is in accordance with Section 4 of this Agreement and the laws of the Republic of Cyprus.
- "Service" - a hardware and software complex owned by the Company, which provides transmission and reception of information materials from the Advertiser for placement by Users on their declared Sites.
- "Offer" - a duly executed advertising offer of the Advertiser - a complex offer to place and publish advertising materials, which can be accepted and executed by Users.

1. GENERAL CONDITIONS

1.1 The Service is a platform that provides an opportunity to cooperate, conduct and manage advertising campaigns on the Internet, manage advertising activities, receive analytics and information, generate reports and analytical summaries based on full or partial analysis of a website or advertising campaign, receive web traffic and manage Traffic Sources, receive and provide other advertising services.

1.2 OfferGate manages the affiliate network on the domain <https://offergate.com/> and provides Users with an opportunity to work with affiliate programs of Advertisers of the

OfferGate affiliate network. The participants of the affiliate network are: Advertisers, Users and OfferGate.

1.3 By entering into this agreement, Advertisers are notified and agree that the Service tracks and records all transactions and provides the Advertiser with information about it, as well as accrues rewards.

1.4 This Agreement may be changed by the Service unilaterally without notice to the Parties. The new version of the Agreement shall come into effect from the moment of its posting on the Website <https://offergate.com/>, unless the effective date of the changes is additionally determined by such posting.

1.5 The Service, as well as the services of the Company, are available only to persons who have the right to do so under the laws of the Republic of Cyprus, as well as the national legislation of the country of residence of such person. If you do not have such rights, do not attempt to register or use the Service.

1.6 In disputes, the decision remains with the Company.

1.7 The beginning of cooperation may be refused without explanation.

1.8 Under the DSA, the Company is required to comply with orders issued by the relevant judicial or administrative authorities within the European Union. These orders may require the Company to remove or disable access to illegal content, as determined in accordance with applicable EU and national law, and to provide specific information about users of the Company's services, including data necessary to identify and eliminate illegal content or activities.

1.9 To ensure interaction with governmental authorities and Advertisers, Users, as required by the DSA, the Company establishes this contact e-mail for DSA-related issues: legal@offergate.com.

2. SERVICE USAGE RULES

2.1 In order to use the Service, you need to fill in the consent in a special form, by which you confirm unconditional acceptance of all the terms of this Agreement, including the Privacy Policy published on our website <https://offergate.com/documents/privacy-protection-policy-en.pdf>.

2.2 When using the Service, the Advertiser is obliged to provide accurate and up-to-date information.

2.2.1 The Company reserves the right at any time to require the Advertiser to confirm the data provided by him, and request, in this regard, supporting documents, the failure to provide which, at the discretion of the Company, may be equated to the provision of false information, termination of cooperation unilaterally.

2.3 The Advertiser confirms that:

- is not subject to any applicable sanctions and is not owned or controlled by any parties subject to any applicable sanctions (including EU, US and Cypriot sanctions);
- the Company's performance of this Agreement will not cause the Company to violate any applicable sanctions and/or export control laws and regulations;
- the damage caused by the provision of false information shall be compensated by the violator in full.

If the Advertiser or any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliates is placed on the EU, US, or other sanctions lists, it shall notify the Company in writing within three (3) days.

2.4 In order for any communication of the Advertiser with the Service and/or officers of the Service and/or any other personnel and/or employee of the Service to be considered as information provided by the Advertiser as part of the provision of services by the Service, the Advertiser should contact by e-mail with the domain offergate.pro, offergate.com or e-mail og_support@offergate.pro. Any information provided by any

other means of communication shall in no case be considered as information properly provided by the Advertiser.

2.5 The Service does not guarantee (i) the placement, positioning or timing of any ad, or (ii) the number (if any) of impressions, publications, conversions or clicks on any ad.

2.6 While the Company endeavors to ensure that the Service is available 24 hours a day, the Company shall not be liable if for any reason the Service is unavailable at any time or period due to circumstances and reasons beyond the Company's control.

2.7 The Company reserves the right, at its sole discretion, to change the scope of services, to terminate or temporarily suspend the Service, in case of system failure, as well as for preventive work, maintenance, repair, modify, adapt, improve or enhance the Service, as well as to make changes to the information about the Company published in the Service, at any time without prior notice. Any updates or changes will be considered part of the Service and will be governed by this Agreement.

2.8. Legal entity and distribution notice. The intellectual property owner of the Offergate.pro platform is KADAM CY LTD, a company incorporated under the laws of Cyprus. The services offered on offergate.com may be commercially distributed by two legal entities: Kadam Advertising Ltd, and ADV BIZ LTD. The specific contracting legal entity for a given client shall be explicitly determined in the respective Insertion Order (IO).

In the absence of an IO, i.e., where cooperation is governed solely by these Terms & Conditions (public offer), the default contracting party is ADV BIZ LTD.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. COMPANY RIGHTS:

3.1.1. make changes and/or additions to the terms of the Agreement and any additional terms to it unilaterally without any special notification of Advertisers about such changes and/or additions, but with placement of a new version of the Agreement in the Service and notification of changes/additions to the terms of the Agreement on the main page of the Service website;

3.1.2. to set and/or unilaterally change prices for services at its own discretion by publishing the new price in the Service, to change the list of provided services;

3.1.3. collect and systematize data for statistical purposes;

3.1.4. to send to the Advertiser's e-mail and/or SMS electronic messages containing information about the Service, the Company's services or advertising information, etc.;

3.1.5. use the Advertiser's advertisements, related content and information for its own marketing or promotional purposes, if no objections to such use have been received from the Advertiser, sent by the Advertiser by e-mail to og_support@offergate.pro. In case of receipt of the above objections, the Company undertakes to cease such use within 5 (five) business days;

3.1.6. write off the Advertiser's Advance Payment as a sanction for breach of this Agreement in the cases established by the Agreement;

3.1.7. to send a warning to the Advertiser, to limit or prohibit access to the Service, as well as to take technical and legal measures to prevent the Advertiser from using the Service, in the case of:

- i. Obtaining binding regulatory decisions;
- ii. identification of the fact of violation by the Advertiser of the provisions of this Agreement and/or the requirements of applicable law;
- iii. the Advertiser's actions that have caused or may cause damage to the Company's business reputation.

3.1.8 Request documents confirming the legitimacy of placing advertising and information content on the Sites.

3.2. THE RIGHTS OF THE ADVERTISER:

3.2.1. send to the Company for consideration his/her wishes and/or suggestions for improvement of the Service;

3.2.2. to receive information about the Company to the extent determined by the Agreement and the current legislation of the Republic of Cyprus;

3.2.3. contact the Company Support Service if necessary, as well as in cases expressly provided for by this Agreement;

3.2.4. receive services and use the Service within the terms and conditions of the Agreement.

3.3. THE ADVERTISER IS PROHIBITED FROM:

3.3.1. upload, send, transmit or in any other way post and/or distribute content that violates the requirements of Section 4 of this Agreement;

3.3.2. violate the rights of third parties, including minors, and/or harm them in any form;

3.3.3. impersonate another person or representative of an organization and/or community without sufficient rights, including employees of the Company, moderators of forums, the owner of the Site, as well as use any other forms and methods of illegal representation of other persons in the network, as well as misleading other Advertisers or the Company about the properties and characteristics of any subjects or objects;

3.3.4. upload, send, transmit or in any other way post and/or distribute content in the absence of rights to such actions under the law or any contractual relationship;

3.3.5. upload, send, transmit or otherwise place and/or distribute without legal grounds advertising information, spam (including search engine spam), lists of other people's e-mail addresses, financial pyramids, multi-level (network) marketing (MLM), as well as use the Service to participate in such activities, or use the Service solely to redirect the audience to the pages of other domains;

3.3.6. upload, send, transmit or in any other way post and/or distribute any material containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers of commercial software products and programs for their generation, logins, passwords and other means to gain unauthorized access to paid resources in the

3.3.7. unauthorized collection and storage of personal data of other persons;

3.3.8. to promote behavior aimed at violation of restrictions and prohibitions established by this Agreement;

3.3.9. disrupt the regular operation of the Service.

3.3.10. The Advertiser must provide the documents specified in paragraph 3.1.8. within 5 (five) working days from the date of receipt of a request from the Company.

4. RULES FOR PUBLISHING ADVERTISEMENTS

4.1 The Advertiser is responsible for the compliance of the content published by it with the requirements of the current legislation of the Republic of Cyprus, the host country of the site, as well as the country (countries) where the potential Audience of the site may reside. The Advertiser is also liable to third parties if the content provided by him violates the rights and legitimate interests of third parties, including personal copyright intangible and material rights and other intellectual rights of third parties, and / or infringes on their property, including but not limited to the prohibitions set out in paragraph 4.5 of this Agreement.

Advertiser also agrees not to engage in fraudulent activities, including bogus downloads or installs, automatic and/or fraudulent clicks on marketing materials, and prohibiting spam or other electronic communications, in accordance with the Agreement.

Advertiser agrees not to directly approach advertising distributors in the Company's advertising network to purchase advertising space or engage in practices that directly compete with the Company's efforts to represent distributor advertising space.

4.2 The Advertiser acknowledges and agrees that the Company is not obliged to review any type of content posted and/or distributed through the Service, and that the Company has the right (but not the obligation) at its sole discretion to refuse to post and/or distribute content to the Advertiser or remove any content available through the Service. Advertiser understands and agrees that it must independently evaluate all risks associated with the use of content, including evaluating the reliability, completeness or usefulness of that content.

THE COMPANY ACTS AS AN ISP WITHIN THE MEANING OF THE COMMUNICATIONS DECENTRY ACT (CDA) (USA).

4.3 The Advertiser understands and agrees that the technology of the Service may require copying (reproduction) of the Advertiser's content, as well as its processing by the Company in accordance with the technical requirements of a particular Internet resource and/or its functions. Such use of content will not be considered an infringement of intellectual property rights.

4.4 When using advertising media on its website, the User undertakes not to violate the rights of third parties to copyrights on brand, trademark, trade mark, personal rights and other rights without the permission of the right holders in accordance with applicable law. The User undertakes not to use on its advertising site content that violates applicable law or leads to pages that violate applicable law.

4.5 It is prohibited to place advertisements that:

- Are unlawful, malicious and/or defamatory;
- offend morality or use influence brought about by fear or superstition;
- exploit the interlocutor's trust and lack of experience or knowledge;
- show (or promote) violence and cruelty, criminal and/or terrorist acts, mutilated bodies, injuries, death, disease, unaesthetic and disgusting images;
- violate intellectual property rights;
- promote hatred and/or discrimination against people based on race, ethnicity, sexual orientation, religion, social views and beliefs, eye color, age, property status, national or social origin, etc.;
- contain insults to a person or organization, belittle, censure or ridicule another person, their activities, name (companies), goods or services, trademarks;
- use the name, surname, trade name or other identifying mark (including trademark) of another entrepreneur without the consent of such entrepreneur;
- contain elements of (or promote) pornography in content for family viewing, adult content in content for family viewing;
- contain elements of (or promote) child erotica, zoophilia;
- may lead to the exploitation of minors or endangers them;
- advertise high-risk investments;
- promote illegal activities;
- advertise torrents and P2P file-sharing sites;
- explain the procedure for the manufacture, consumption or other use of narcotic substances or their analogues, as well as explosives and other weapons;
- advertise prescription or digital drugs, online pharmacies;
- contain malware, phishing or spam;
- are misleading or contain inaccurate or deceptive information, false promises or fraud;
- offer products or services that predict the future;

- contain the opinions and positions (endorsements) of celebrities without their consent, and/or depict, use or otherwise refer to any person (whether private or official) or their property without the consent of such person;
- advertise counterfeit goods or dangerous goods and services (which may cause harm to health and/or content or other damage);
- create a false sense of urgency in the text or image calling the visitor to action;
- contain fake and/or imitation consumer reviews;
- mislead the user (for example, claim or promise that the visitor of the Site has become or will become the winner of a promotion, raffle, etc.), imitate the interface of any applications, system notifications, software, etc. (including buttons such as "close", "download"), which may mislead the visitor; and (including buttons such as "close", "download"), which may mislead the visitor;
- reproduce the text, slogan, visual image, sound and/or other special effects of any other advertiser's advertisement without its consent or create ambiguity or misleading information about the advertiser, advertised goods and/or services;
- advertise active advertising systems, BUX clubs, etc.;
- contain contact information (phone numbers, contact details of messaging or IP telephony services, website addresses, QR codes, etc.) in text, title and/or image;
- advertise sites that force visitors to fraudulently pay for any services and/or Internet resources sites that aim to obtain prepaid SMS messages (MT subscriptions) from visitors, as well as sites that contain malicious software or aim to deceive visitors (e.g., offering to download files, update the browser, pseudo-antivirus programs, "prizes" from well-known Internet resources and other fake websites);
- advertise content containing misinformation or false information, including but not limited to misinformation or false information regarding COVID-19;
- contain the special categories of personal data referred to in Article 9(1) [GDPR](#) (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

4.6 The Company has the right, at its discretion, to refuse to place and/or distribute content that violates the terms of this Agreement or remove such content available through the Service without explanation.

4.7 The lists of prohibited and restricted content (clauses 4.5. of this Agreement, respectively) may be expanded by amending this Agreement.

4.8 Upon request of the Company, the Advertiser is obliged to provide additional necessary information within 48 hours to launch the Advertising Campaign and/or Advertising. If the required information/data is not provided, the Advertisement and/or Advertising Campaign may be blocked.

4.9 The Advertiser may cancel the order through the Service at any time, taking into account that it may take up to 48 hours to stop placing the Advertisement. The Advertiser is responsible for payment for such advertising campaigns.

4.10. If the Advertiser places Advertising on behalf of a third party, it guarantees that it is an authorized representative of the owner of the advertising materials. The Advertiser is responsible for the placement of such Advertising. The Company may request documents confirming the Advertiser's authorization to place the Advertisement on behalf of a third party. Such documents must be provided to the Contractor within 48 hours.

4.11. Advertisers-owners of offers from the showcase of offers are prohibited to change the link to the advertised page of the Website and its content. If such a need arises, the Advertiser should contact the support service: og_support@offergate.pro or a personal manager.

4.12. In case of distribution of Advertising of goods/services subject to compulsory licensing/certification or other permission from state authorities of the country of distribution of advertising materials, the Advertiser shall be obliged before the beginning of the Advertising campaign/s to provide such document by sending it to the support service by e-mail og_support@offergate.pro.

4.13. The Company reserves the right to determine the format in which Advertising Materials can be uploaded and the allowable size of uploaded files. If the file size exceeds the allowable size or the file format does not correspond to the technical capabilities of the Service, the Advertiser will not be able to upload such files.

4.14. The Service may contain hyperlinks to other Sites on the Internet (Third Party Sites). These third party sites and their content are not checked by the Company for compliance with certain requirements (reliability, completeness, legality, etc.). The Company is not responsible for any information, materials posted on third party sites to which the Advertiser, the User accesses through the Service, including any opinions or statements expressed on Third Party Sites, advertising, etc., as well as for the availability of such Sites or content and the consequences of their use by the audience.

4.15. Prohibited advertising practices such as:

- collection of personal data without the expressed consent of the person concerned;
- violation of local law;
- installing links and buttons that don't work.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Advertiser acknowledges and agrees that the Service, its content and software are protected by copyright, trademarks, licenses, intellectual property laws and any applicable laws of the Republic of Cyprus, laws of other countries and/or international laws.

5.2 Unless the Advertiser has agreed otherwise in writing with the Company, the Advertiser may not use the Company's intellectual property (e.g. logos, trade names, trademarks and other brand designations, content of <https://offergate.com/>, etc.) unless otherwise specified in this agreement.

5.3 All objects available through the Service, including design elements, text, graphics, illustrations, video, computer programs, databases, music, sounds and other objects (hereinafter - the content of the Service), as well as the content of the Service, as well as any content posted on the Service, are the objects of the exclusive rights of the Company, and in some cases other right holders.

5.4 The use of the content, as well as any other elements of the services, is only possible within the functionality offered by the Service. No elements of the content of the Service, as well as any content posted on the Service, may be used in any other way without prior authorization of the right holder. Use means, among other things: reproduction, copying, processing, distribution on any basis, etc. Exceptions are cases expressly provided for by the legislation of the Republic of Cyprus or the terms of use of a particular service/service of the Company.

5.5 The Company does not acquire the rights to intellectual property objects contained in the Advertisement, and does not grant licenses or assign rights to them to third parties. The Company is not responsible for the content of the Advertisement that infringes the intellectual property rights of third parties.

6. PAYMENT PROCEDURE

6.1 The Advertiser undertakes to pay in full the cost of services rendered after the expiration of the term specified by the Company in the invoice for payment or other

payment document, which also fixes the currency of payment. However, for each specific service of the Advertiser may be set a different payment term, including may be agreed on the order of prepayment (advance payment).

6.2 If the terms of payment for the Company's services are not specified in the invoice or other payment document, the Advertiser undertakes to fully pay the cost of services rendered within 15 (fifteen) calendar days from the date of invoice.

6.3 All billing statistics for the advertising campaign are based on the Service's reporting system. All payments will be calculated based on the database and statistics of the Service. The Company does not represent or guarantee that the Advertisement placed by the Advertiser will receive a particular number of estimated clicks/actions.

6.4 The Advertiser acknowledges and agrees that any claims on the quality of traffic can be submitted within 2 (two) months from the date of the end of the advertising campaign and sent to og_support@offergate.pro. All comments (claims) sent after the expiration of the above period are not subject to consideration by the Company.

6.5 For the purposes of this Agreement, the reporting period shall be a calendar month ("Reporting Period").

6.6 The Advertiser shall always and by all means constantly monitor the quality of the traffic it receives through the Service and report/inform the Service in writing about any low-quality traffic within 5 calendar days of receiving such low-quality traffic. Advertiser understands and agrees that all low-quality traffic will be investigated by the Company and that only the Company, in its sole discretion, will decide whether such traffic is indeed low-quality or not if there is sufficient evidence.

6.7 If the Advertiser believes that there is a discrepancy of statistics for the reporting period in the reporting system of the Service, the Advertiser is obliged to provide the Service with a reasonable report on such discrepancy within three calendar days from the date of receipt by the Service of the server reports for the relevant reporting period. Otherwise, the Company shall not be liable for such discrepancy, the services shall be considered rendered and will be calculated on the basis of the Service's reporting system. If the parties cannot agree on discrepancies, the Service's reporting system shall prevail.

6.8 The Service provides an opportunity to make payments with the help of payment service providers. The Advertiser has the right to choose any available payment service provider. You agree that the Service is not responsible for any actions of the payment service provider, including, without limitation, any additional commissions or currency charges. The Service reserves the right to choose sources (services, sites) for currency conversion.

6.9 Advertiser is responsible for payment of all applicable taxes related to the provision of advertising services.

6.10. When making payment for the Advertiser by third parties, the Company can accept such payment only if there is information about the received payment, from which it is unambiguously clear for whom, for what services, for what period the payment was made. Payment for the Advertiser by a third party is considered to be received at the moment when the Company unambiguously identified the received funds.

6.11. If the Company cannot unambiguously identify the money received from a third party for the Advertiser, it has the right to request the Advertiser and/or the third party to provide all necessary information about the payment, and the Advertiser/third party undertakes to provide such information as soon as possible.

7. REPRESENTATIONS AND WARRANTIES. LIABILITY

7.1 The Advertiser uses the Service at his own risk. The Service is provided "as is". The Company does not assume any responsibility, including for the compliance of the Service with the Advertiser's goals.

7.2 The Company is not responsible for persons interacting with the Advertiser's Ads, and is not responsible for fraudulent clicks or other illegal actions affecting the cost of displaying the Ads.

7.3 The owner of the traffic source is fully liable in case of placement on the Website connected to it of Advertising that violates the relevant legislation.

7.4 The Company shall not be liable for any type of losses resulting from the Advertiser's use of the Service or its individual parts/functions.

7.5 The Company shall not be liable in case of violation by the Advertiser in relation to cooperation under this Agreement of the legislation on money laundering and terrorism financing.

7.6 If the advertisement infringes the copyrights of third parties, you may notify the Company of such infringement by e-mailing og_support@offergate.pro.

A notice of copyright infringement must contain:

- physical or electronic signature of a person authorized to act on behalf of the owner of the infringed copyright object;
- an indication of a specific object whose rights are infringed or all such objects in one list;
- an indication of the material that is considered infringing or subject to infringement and to which access should be restricted, as well as information sufficient to locate that material on the provider's service;
- Contact information sufficient for the provider to reach the person filing the grievance: address, phone number, and, if available, e-mail;
- a statement that the person has serious reasons to suspect that the disputed material has been used or posted without the proper authorization of the right holder, his representative or the law;
- an assurance that the information provided is accurate and that the person filing the complaint is indeed authorized to act on behalf of the owner of the infringed right.

7.7. You access the Company Site and use the Service at your own risk and under your sole responsibility. You agree to fully indemnify, defend and hold harmless the Company and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers and employees from any claim, demand or liability, including reasonable attorneys' fees, related to your use of the Site, the Service or any violation of this Agreement or applicable law.

8. CONFIDENTIALITY AND PROTECTION OF INFORMATION

8.1. You agree not to disclose the Company's confidential information without the Company's prior written consent. The Company's confidential information includes, but is not limited to:

- all of the Company's software, technology, programs, specifications, materials, instructions and documentation;
- clickability statistics or other statistics of the Service and this Agreement;
- any other information in writing labeled by the Company as "Confidential" or similar.

8.2 The Company restricts access to personal information of Advertisers. All Advertisers of the Service are obliged to comply with the Company's privacy policy published on the

Service's website, located at the link <https://offergate.com/documents/privacy-protection-policy-en.pdf>.

8.3 The Company does not collect, disclose or use any data that is personal data of persons under the age of 16. If the Company is informed that it processes personal data of persons under 16 years of age, it will immediately take measures to delete any personal information belonging to children.

9. ASSIGNMENT, GOVERNING LAW AND JURISDICTION. FORCE MAJOR.

9.1 The Company may assign its rights under this Agreement to a successor. You may not assign your rights and obligations under this Agreement without the prior written consent of the Company.

9.2 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of Cyprus.

9.3 All possible disputes arising from the relations governed by this Agreement shall be resolved in the manner provided by the current legislation of the country of registration of the Company. Throughout the text of this Agreement, unless expressly stated otherwise, the term "legislation" means both the legislation of the Republic of Cyprus and the legislation of the country of registration of the Advertiser. Nothing in this paragraph shall limit the right of the Company to initiate legal proceedings against the Advertiser in any other court of competent jurisdiction.

9.4 The Parties shall be released from liability for breach of the terms of the Agreement if such breach is caused by force majeure circumstances, including: actions of governmental authorities, fire, flood, earthquake, other circumstances not limited to the above.

10. TERM OF VALIDITY AND TERMINATION

10.1 This Agreement shall become effective upon your acceptance and shall remain in effect until terminated.

10.2 The Company reserves the right in its sole and absolute discretion to remove/cancel/suspend/terminate/terminate any advertising campaign(s) and/or Services and/or Offer(s) and/or this Agreement at any time and for any reason.

10.3 This Agreement shall immediately terminate in the event of termination or insolvency of either Party, or if you breach this Agreement.

10.4 The parties may terminate this Agreement at their discretion at any time with 48 hours prior written notice.

11. FINAL PROVISIONS

11.1 Nothing in the Agreement shall be construed to establish between Advertiser and Company an agency relationship, partnership relationship, joint venture relationship, personal relationship, partnership relationship, joint venture relationship, personal employment relationship, or any other relationship not expressly provided for in the Agreement.

11.2 If for any reason one or more provisions of this Agreement are held invalid or unenforceable, the validity or enforceability of the remaining provisions of the Agreement shall not be affected.

11.3 Inaction on the part of the Company in case of any violation by the Advertiser does not deprive the Company of the right to take appropriate action to protect its interests in

the future, and does not mean that the Company waives its rights in case of subsequent similar or similar violations.

11.4 Each Party shall, with respect to any personal data provided by the other Party, undertake:

(a) Strictly follow the instructions of the other Party regarding the processing of such personal data under this Agreement. Appropriate technical and organizational measures shall be taken to prevent unauthorized or unlawful processing of personal data, as well as accidental loss, destruction or damage of data.

(b) Comply with any reasonable requests of the other Party to ensure compliance with the measures set out in this paragraph. If the receiving Party receives a request, complaint or correspondence from an individual, regulator or third party regarding the processing of Personal Data in connection with the Services, the receiving Party shall promptly notify the other Party.

Both Parties agree to cooperate in good faith in resolving such matters.

11.5 If any party to this Agreement has reasonable grounds to believe that any content on the Company's website is illegal, the Company recommends notification by sending an email to legal@offergate.com. To assist the Company in reviewing the above notice, the following information should be included as required by the DSA:

- Description: a clear and detailed description of the content that the Party believes is illegal must be provided.
- Exact location: you must provide the exact location of the content on the Company's website, such as a URL or direct link.
- Explanation: a brief explanation of why a Party to this Agreement believes the content is illegal must be provided, including any relevant legal references (if possible).
- Contact information: you must provide your contact information, including your name and email address, in order to make the necessary follow-up arrangements.
- Statement of good faith: the notice should include a disclaimer that the Party making such a notice confirms the accuracy of the information provided (to the best of its knowledge), and the good faith of its actions.

11.6 This Agreement does not require bilateral signing and is valid for the Parties in the form in which it is posted on the Company's website <https://offergate.com/documents/user-agreement-rekl-en.pdf>.