

MonWiz Ads

Legal Notice

Trade name “**Monwiz Ads**” relates to one or any number of legal entities, including its subsidiaries and affiliates, within the group of Monwiz Advertisements Pvt Ltd, a limited liability company, registered under the laws of Republic of India. Each of the mentioned legal entities is a separate and independent legal entity.

Monwiz Ads is a general purpose advertising network that works with various types of advertisers and publishers around the world, and offers an ability to launch ads campaigns by automated means. Advertising campaign management is carried out through a personal user account, and Monwiz Ads only offers a tool for such campaign management. Therefore, Monwiz Ads is not an advertising agency, but 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 Monwiz Ads and while we endeavour 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 Monwiz Ads. 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, Monwiz Ads 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 Monwiz Ads network is responsible for any loss sustained by any person using this website or service.

This website and services provided herein managed by:

Company responsible for serving Managed service clients and other campaign management:

Monwiz Ads Limited
office no.112
First Floor, Pacific City Center, Delhi Road
Near Jaat Bhawan, Rohtak, Pin-124001

Terms and Conditions

By using our services, you are agreeing to our Terms and Conditions, so please read them carefully.

[Advertiser Agreement](#) | [Publisher Agreement](#)

Advertiser Agreement

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Monwiz Advertisements Pvt Limited (Monwiz Ads) being an advertising network that provide 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 an online service for managing advertising campaigns and marketing consultancy, media market analysis, ads campaign planning, media time buying, and

WHEREAS,
Monwiz Ads has offered its services to the Advertiser through www.monwizads.com website (the, "**Program**"), and You decided to utilise the Service,

NOW,
Monwiz Ads and Advertiser hereby agree as follows:

BY CHECKING THE BOX AND CLICKING "I ACCEPT" 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 PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (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.

1. Definitions

1.1. "Ad(s) or Advertisement(s)" – means graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, pop-ups, pop-unders and video advertisements or similar generated by Advertiser's web-servers in response to a query from Monwiz Ads.

1.2. "Advertiser" – means a party that has decided to enter into this Agreement and to assign Monwiz Ads to provide online services in accordance with the terms and conditions of this Agreement.

1.3. "Advertiser Account" / "Account" – means the Advertiser's account at Monwiz Ads web-site www.monwizads.com for deposit of money and managing of campaigns.

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

1.5. "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 Monwiz Advertisements.

1.6. "Monwiz Ads Network" – means Monwiz Ads's digital advertising network available at www.monwizads.com, including advertisers and publishers.

1.7. "Monwiz Ads Network Property" – means any website, application, content, property or any other media owned, operated, or provided by a company within the Monwiz Ads Network upon which Monwiz Ads places Ads.

1.8. "Confidential Information" – will include any information, whether provided in writing, orally, visually, electronically or by other means, related to the Services and/or business of a party and is treated as confidential or secret by the party, including but not limited to (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("Discloser") when given to the receiving party ("Recipient"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

1.9. “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. The Service

2.1. Monwiz Ads provides You an opportunity to participate in our Service and Program by placing its Ads on web pages of publishers registered in Monwiz Advertisements Network. Monwiz Ads will monitor, track and report its Services in a manner and on a schedule as determined by Monwiz Ads.

2.2. In order to become an Advertiser you must first accurately submit an application for Monwiz Advertisements account at our website and be in compliance with present Agreement (in case of using Self-service) or register yourself as an Advertiser by contacting Monwiz Ads 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 of your acceptance or rejection as Monwiz Ads’ Advertiser. We may accept or reject your account registration at any time at our sole discretion for any reason. Monwiz Ads reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your consent if deemed appropriate at Monwiz Ads sole discretion.

2.3. By filing your account application or registering as an Advertiser you confirm your understanding and unreserved acceptance of present Agreement and terms and conditions of Monwiz Advertisements, 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.

2.4. Monwiz Ads has the following Non Acceptable Business rules for Advertisers:

- Where there are known or perceived links to terrorist organisations, 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 offence 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 extreme political propaganda;
- Extreme political and/or charitable organisations.

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

Self-Service assumes that all Services and ads campaigns shall be provided through Advertisers’ account in Program. Monwiz Ads 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 Program shall be provided by Monwiz Advertisements officers.

2.6. You may not transfer your account to anyone without explicit written permission of Monwiz Ads 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. Monwiz Ads cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

2.7. Monwiz Ads will implement, monitor, track and report an agreed campaign. Monwiz Ads will furthermore report if and when errors have occurred in a Campaign in order to rectify such errors so that such Campaign can be carried out as agreed on. Monwiz Ads will also, at its sole discretion, provide support and advice on a Campaign during the term of this Agreement.

2.8. Monwiz Ads 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 Monwiz Ads Network Property.

3. Costs incurred, Contents and Positioning

3.1. 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 Monwiz Ads.

3.2. Unless otherwise agreed in writing, the positioning of Ads on a Monwiz Ads Network Property is at Monwiz Ads sole discretion.

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

Any such posting or modification carried out by Monwiz Ads 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 Monwiz Ads. If Advertiser does not approve of the posting or modification, it must notify Monwiz Ads via e-mail within 12 hours of the posting or modification.

3.4. Advertiser is solely responsible for all: (i) Contents generated 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.

4. Fees, Payment and Advertiser Account

4.1. All statistics for the purposes of billing and general delivery reporting are based on Monwiz Ads's reporting system.

Use of the Service shall be carried out on a monthly basis. For the purpose of present Agreement, a calendar month shall be deemed as a reporting period (the, “**Reporting Period**”).

Rates for advertising campaigns are calculated on the basis of its pricing model, frequency of impressions, ads placement, number of acquisitions, GEOs and other campaign terms.

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

4.3. Monwiz Ads 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 Monwiz Ads 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 Monwiz Ads 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 Monwiz Ads income. Advertiser shall indemnify Monwiz Ads against all losses suffered or incurred by Monwiz Ads arising out of or in connection with any payment made to Monwiz Ads.

4.4. In case of using Self-Service Advertiser shall make a deposit of funds to its Advertiser Account in advance. The minimum amount of initial deposit is \$90 US Dollars. 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 Monwiz Ads bears no responsibility for any excess.

4.5. In case of using Managed services Advertiser shall set up all spending limitations and budget (fixed or unlimited) with Monwiz Ads managers to run Ads campaign. So Advertiser has to control spending of advertising budget and undertakes to inform Monwiz Ads in written about further actions to optimize such campaign. You shall pay for Services on the base of the invoices, issued by Monwiz Ads, by one the following options: (i) prepayment, (ii) net, or (iii) net + 30 days.

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

4.7. Monwiz Ads shall not be liable for any use or disclosure of such information by such third Party.

4.8. 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;

4.9. Monwiz Ads 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 9 of this Agreement shall be deemed a material breach of this Agreement.

4.10. Monwiz Ads shall have the right to adjust your account balance in the case of (i) need of payment of bonuses, (ii) to deduct transaction fees, (iii) due to technical reasons, (iv) due to fraudulent activity, (v) upon additional agreement by the Parties.

5. Monwiz Advertisements Warranty

5.1. Except for the express warranties set forth above and to the extent permitted by law Monwiz Ads 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.

5.2. Monwiz Ads 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.

6. Advertiser's Representations and Warranties

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

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

6.2 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.

6.3 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.

6.4 Hereby you represent and warrant that you have all necessary rights, permits and licenses to start and manage ads campaigns and for display Advertisements and operate Your websites and business activities in the selected jurisdictions. In case of breach of this obligation, Monwiz Ads 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.

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

6.6. You hereby agree not to use Monwiz Ads' 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.

6.7. 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).

6.8. 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 Monwiz Ads Network.

6.9. Hereby You warrant that You will not use the Monwiz Ads Network system interface for any purposes that violate any applicable laws or rights of any third parties, including its intellectual property.

6.10. You grant NOT to modify, adapt, translate, disassemble or otherwise attempt to derive the source code of any software, used in Monwiz Ads Network, Services or Program.

6.11. Hereby You represent and warrant to provide Monwiz Ads 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.

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

7. 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 Monwiz Ads website or Program.

You are prohibited from any practice of disguising (cloaking) an Ads with different content or landing page. Monwiz Ads shall have the right, in proven cloaking attempts, 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 Monwiz Ads shall make all determinations about fraudulent activity in its sole discretion.

8. Indemnification

Advertiser agrees to indemnify and hold Monwiz Ads, 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.

9. Rejection of Campaign Content

9.1. Monwiz Ads 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 such as, including but not limited to, the following examples:

- pornography, adult or mature content;
- illegal activity (i.e. how to build a bomb, hacking, "phreaking", etc);
- hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.);
- violence, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance;
- drugs or any related paraphernalia;
- 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;
- false or deceptive investment advice, and others;

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 Monwiz Ads 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, Monwiz Ads 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 Monwiz Ads.

9.2. 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 generate or facilitate unsolicited bulk commercial email;
- 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 to 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 Monwiz Ads 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.

9.3. Advertiser further acknowledges and accepts that Monwiz Ads may stop a Campaign in case Advertiser's website includes inappropriate content as described under sections 9.1, 9.2 above.

9.4. In order to ensure compliance with this section 9, Advertiser must notify Monwiz Ads in writing of any changes to the content on Advertiser's website which could be deemed inappropriate content.

10. Non-Solicitation

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

11. Confidentiality

11.1. 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**").

11.2. 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.

11.3. 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 Party to this agreement.

11.4. 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.

11.5. 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.

11.6. 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.

12. Cancellation

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

12.2. Monwiz Ads 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 Program in a manner that entails the perpetration of a crime; (b) Advertiser uses the Service or Program in a manner that occasions losses or the risk of loss for Monwiz Ads 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 Monwiz Ads 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, Monwiz Ads shall have the right to block your account immediately and to withhold the remaining funds at your account as a fine.

12.3. This Agreement will be blocked when the Advertiser's Account has not been in use for more than three (3) months.

You will receive a notification informing you that your account is blocked because of "Inactive account status". 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 option to restore it.

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

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

13. Intellectual property

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

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

14. Entire Agreement and Variation

14.1. Monwiz Ads 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 e-mail or through the information being made available on Monwiz Ads'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 on Monwiz Ads'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.

14.2. 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.monwizads.com and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.

15. Assignment, Governing Law and Jurisdiction

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

15.2. 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 Cyprus.

15.3. Each party irrevocably agrees, for the sole benefit of Monwiz Ads that, subject as provided below, the courts of Cyprus 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 Monwiz Ads 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.

16. Limitation of Liability; Disclaimer of Warranty.

IN NO EVENT SHALL MONWIZ ADS 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 MONWIZ ADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT AND SERVICES AT THE PROGRAM OR IN SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN PROGRAM AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONWIZ ADS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF PROGRAM, THE INFORMATION, SERVICES, AND CONTENT INCLUDED AT THE PROGRAM OR IN SERVICE AND PROVIDED BY MONWIZ ADS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MONWIZ ADS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON ITS WEBSITE OR PROVIDED BY MONWIZ ADS IS ACCURATE, COMPLETE OR CURRENT.

17. Refund Policy

17.1. Refund could be applied only upon written request containing reasons for your refund to info@monwizads.com in case if Ad campaign cannot be launched due to reasons included but not limited to noncompliance of the advertising materials with the requirements of current legislation, unacceptable quality and/or content of the creative, other reasons deemed applicable by Monwiz Ads' officer.

17.2. Refund will be made in the amount of unused funds. Amount must be calculated based off Monwiz Ads' reporting system.

17.3. Refund shall be applied only to the actual payments made by the Advertiser to Monwiz Ads. All funds credited to the account of the Advertiser within the frame of participation in bonus programs or similar actions of Monwiz Ads are non-refundable in any case and subject to the terms and conditions of such programs.

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

17.5. Advertiser has six (6) months 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 US Dollars and a processing fee of 10% will be deducted from such refund

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

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

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

18. Force Majeure

18.1. 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 present Agreement or other terms and conditions agreed by the Parties.

18.2. 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 18.1 of this Agreement. The list above is not exhaustive.

18.3. If provision of Services 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.

18.4. 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.

19. Miscellaneous

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

19.2. 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.

19.3. 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.

19.4. Survival of Representations and Warranties. The representations and warranties of Advertiser set forth in this Agreement (in particular, Article 10-11) 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 Monwizads 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.

19.5. 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, Monwiz Ads reserves the right not to process the complaint, and all the services shall be deemed rendered properly and subject to payment.

19.6. 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.

21. Recurring Transaction

20.1. By filling Recurring Transaction Form and clicking the "I Agree" button you express full consent with these terms and conditions of recurring transactions and authorize Monwiz Ads and payment service provider to automatically charge your credit card for recurring delivery of Services in agreed variable amount and variable date, stipulated in Recurring Transaction Form in your personal account.

20.2. You acknowledge and agree that confirmation notification of the recurring transaction will be provided within 2 business days via email specified in your personal account.

20.3. You certify that you are an authorized user of credit card, details provided in personal account of the Service, and that you will not dispute the scheduled payments with your credit card company provided the transactions correspond to the terms indicated in this Agreement.

20.4. You agree to pay for all services or other additional services you ordered through Monwiz Ads Service, as well as for any additional expenses (if necessary), including, but not limited, all possible taxes, charges, etc.

20.5. You take full responsibility for timely payments for using the Service. Payment service provider only facilitates a payment for the amount indicated by Monwiz Ads, and it is not responsible for paying by user of the Service the aforementioned additional funds/expenses.

20.6. After clicking the “Pay” button the transaction is irrevocably deemed to be processed and executed. After clicking the “Pay” button you agree that you will not be eligible to cancel the payment or request to cancel it. By placing the order on the Service, you confirm and state that you do not violate legislation of any country. Also, by accepting this Agreement, you, as cardholder, confirm that you are entitled to use Service offered via Monwiz Ads’ website.

20.7. By agreeing to use the Recurring Transaction Service, you understand and accept that processing of any of your payments are executed by the payment service provider, and there is no statutory right of revocation of already purchased services or any other opportunities to cancel the payment.

20.8. You acknowledge that this Recurring Transaction Service will remain in effect until you cancel it, and you agree to notify Monwiz Ads of any changes in your personal account information or cease of this Recurring Transaction Service at least 7 days prior to the next billing date. If you wish to reject to use Recurring Transaction services for your next purchases of services or other facilities on the Monwiz Ads Service, you can do that by using email notification provided in contact details.

20.9. When you pay for any of Monwiz Ads services, you are primarily bound by this Agreement. Please note that only you, as the cardholder, are responsible for paying for all services you have ordered through Monwiz Ads Service and for any additional expenses/fees that can be applied to this payment. Payment service provider acts only as the executor of the payment in the amount stated by Monwiz Ads, and it is not responsible for pricing, total prices and/or total sums.

20.10. You acknowledge and agree that notification for following situations will be sent to you, using method of communication available, at least 7 business days prior: more than six month have elapsed since the last payment; or there are charges to the recurring transaction services including, but not limited to any change to the amount of the recurring transaction and/or any change to the date of the recurring transaction.

20.11. In case there is a situation when you do not agree with the aforementioned terms and conditions of Recurring Transactions and/or other reasons, we ask you not to proceed with the payment, and, if necessary, contact directly support of Monwiz Ads at info@monwizads.com

This agreement was last updated on 21.10.2017

Publisher Agreement

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Publisher Agreement (the “**Agreement**”)

Monwiz Advertisements Pvt Limited (the, “**Monwiz Ads**”) being an advertising network that provide services for products monetization and promotion, connecting publishers and advertisers through such service globally (the, “**Service**”), and

You (the, “**Publisher**”, “**You**”, “**Yours**”, etc.) being the owner of the website(s) or having sufficient authority to enter into present Agreement, that seeks a service to attract advertisers to such website(s) (the, “**Publisher’s web site**”, “**Your website**”, “**Site**”, etc.),

WHEREAS,

Monwiz Ads has offered its service to the Publisher through www.monwizads.com website (the, “**Program**”, etc.) and Publisher’s personal account, and you decided to utilise the Service,

NOW,

Monwiz Ads and Publisher hereby agree as follows:

BY CHECKING THE BOX AND CLICKING “I ACCEPT” 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 PUBLISHER AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (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.

1. Definitions

1.1. “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 by advertiser’s web-servers in response to a query from Monwiz Ads.

1.2. “Publisher” – means a party that has decided to enter into this Agreement and to assign Monwiz Ads to provide online services in accordance with the terms and conditions of this Agreement.

1.3. “Publisher Account” / “Account” – means the Publisher’s account at Monwiz Ads web-site www.monwizads.com.

1.4. “Content” – means textual, visual, or aural content that is encountered as part of the Publisher’s websites. It may include documents, data, applications, e-services, images, audio and video files, personal web pages, archived e-mail messages, and etc.

1.5. “Effective Date” – means the date of adoption by Publisher terms of this Agreement or in the absence of its signature, the date when the Publisher set up a Publisher Account with Monwiz Ads.

1.6. “Monwiz Ads Network” – means Monwiz Ads’s digital advertising network available at www.monwizads.com, including advertisers and publishers.

1.7. “Monwiz Ads Network Property” – means any website, application, content, property or any other media owned, operated, or provided by a company within the Monwiz Ads Network upon which Monwiz Ads places Ads.

1.8. “Confidential Information” – will include any information, whether provided in writing, orally, visually, electronically or by other means, related to the Services and/or business of a party and is treated as confidential or secret by the party, including but not limited to (i) all information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing party (“Discloser”) when given to the receiving party (“Recipient”); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

2. The Service

2.1. In order to become a Publisher, you must first accurately submit an application for Monwiz Ads account at our website and be in compliance with present Agreement (in case of using Self-service) or register as a Publisher by contacting Monwiz Ads directly (in case you wish to use dedicated campaign Management 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 of your acceptance or rejection as Monwiz Ads’ Publisher. We may accept or reject your account registration at any time at our sole discretion for any reason. Monwiz Ads reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your consent if deemed appropriate at Monwiz Ads sole discretion.

2.2. By filing your account application or registering as a Publisher you confirm your understanding and unreserved acceptance of present Agreement and other terms and conditions of Monwiz Ads, 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.

2.3. In order to be eligible to become a Monwiz Ads' Publisher, all websites must meet the following criteria:

- Be content-based, not simply a list of links or advertisements, nor can the site be centered around making money off of our advertisers;
- Be fully functional at all levels; no "under construction" sites or sections; and
- Shall comply with the applicable legislation.

2.4. The content of the Publisher's website(s) or its affiliated website(s) 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:

- Intellectual property rights;
- Racial, ethnic, political, hate-mongering or otherwise objectionable content;
- Investment, money-making opportunities or advice not permitted under law;
- Gratuitous violence or profanity;
- Material that defames, abuses, or threatens physical harm to others;
- Promotion of illegal substances or activities (e.g. illegal online gambling, "how to build a bomb", counterfeiting money, etc.);
- Software Pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.);
- Hacking or Phreaking;
- Any illegal activity whatsoever;
- Any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic; or
- Any other inappropriate activity as determined by us in our sole discretion.

2.5. Monwiz Ads has the following Non Acceptable Business rules for Publishers:

- Where there are known or perceived links to terrorist organisations, 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 offence 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 extreme political propaganda;
- Regulated entities that do not have the appropriate licensing;
- Extreme political and/or charitable organisations.

2.6. There are the following methods of using the Service available – Self-Service or Management service.

Self-Service assumes that access to the Service shall be provided through Publishers' personal account. Monwiz Ads 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.

Management service assumes that assistance of using the Services and Program shall be provided by Monwiz Ads officers.

2.7. You may not transfer your account to anyone without explicit written permission of Monwiz Ads 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. Monwiz Ads cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

3. Placement of Ads

3.1. Publisher shall NOT place any advertisements of Monwiz Ads' network advertisers attracted through the Service on alternative publishers or websites without written consent and approval of Monwiz Ads. Publisher will not place advertisement on pornographic/offensive, and/or warez, and/or illegal MP3 sites/directories, and/or P2P/Bit-Torrent sites, and/or Spyware or malicious code of any sort and/or alternatively questionable areas. In the case whereby advertisements are placed in such sites/directories, Monwiz Ads reserves the right to withhold payment for the entire campaign and/or submit an immediate legal action against the Publisher and/or set a monetary fine in the amount based on the damages caused to Monwiz Ads.

3.2. Monwiz Ads do not check or control the activities or contents at your website, but all the services may be rejected and we reserve the right to delete your account, withhold and freeze all fees and remunerations if you engage in fraudulent or illegal activity.

4. Online Reports

4.1. Use of the Service shall be carried out on a monthly basis. For the purpose of present Agreement, a calendar month shall be deemed as a reporting period ("Reporting Period").

4.2. During the month Publisher may track online reports within Monwiz Ads reporting system in Publishers' personal account, which are only estimated numbers subject to being adjusted within 15 days after the end of the Reporting Period. In all cases, we will use commercially reasonable methods and practices to direct and measure traffic. Campaigns may be adjusted at any time by Monwiz Ads team to comply with advertiser's ad serving stats. At the end of the Reporting Period the reports are frozen and within 15 days will include the definitive numbers of earnings. For avoidance of doubt, Monwiz Ads reporting system (stats) will be prevailing in any case.

5. Publisher Earnings

5.1. Cost of using Service depends on the amount and scope of advertising campaigns carried out on Publishers websites during the reporting period based on ads placements generated by Monwiz Ads reporting system (stats), available in your personal account. All reported statistics for the purposes of billing and general delivery reporting are based on Monwiz Ads reporting system only.

5.2. In the event that Publisher believes that there is a discrepancy in Monwiz Ads's reporting system, Publisher must provide Monwiz Ads with a reasoned report of such discrepancy within three (3) calendar days from receipt of Monwiz Ads's reports. Otherwise, Monwiz Ads shall not be liable

for such discrepancy, and will calculate earnings on basis of its reporting system. If the parties are unable to reach an agreement regarding the discrepancy, then Monwiz Ads stats and reports shall prevail.

5.3. Monwiz Ads is entitled to make adjustments in Publisher's account in one of the following cases:

- To pay promotions and bonuses
- Due to technical reasons
- Due to Publisher's fraudulent activity
- On the basis of additional agreements with You
- Due to Advertiser's complaints or refunds

6. Payments

6.1. Monwiz Ads will pay Publisher's revenue at Net 35. Minimum payment amounts: 100 USD (for Wire Transfers – 1000 USD), if the balance is less Monwiz Ads will add the sum to the next payment until account balance will reach specified minimum. The specified minimum amounts can be adjusted with agreement of all parties hereto however such payments may be subject to banking and administration fees.

6.2. Monwiz Ads acts as a third party for advertisers, therefore Publisher understands and agrees that payment for Publisher's revenue is dependent upon payments from advertisers to Monwiz Ads that it has received without any restrictions. You hereby release Monwiz Ads from any claim for Publisher's revenue if Monwiz Ads did not receive funds from the advertiser. Publisher shall hold Monwiz Ads harmless and indemnify it from any claims or liability related to such unpaid revenue.

6.3. Monwiz Ads provides the ability to perform payments by using payment service providers. Publisher shall have the right to select any payment service provider available. You agree that Monwiz Ads is not responsible for any actions made 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 shall include the above-mentioned fees and commission, if applicable.

6.4. Publisher is responsible for all applicable taxes associated with provided Services, other than taxes based on Monwiz Ads income. Publisher shall indemnify Monwiz Ads against all losses suffered or incurred by the Propeller arising out of or in connection with any payment made to the Publisher.

6.5. Publisher responsible to supply valid payment details in personal account of our Service, if details are wrong or if the Publisher change its payment details, it is the Publisher's responsibility to notify by mail 14 days before payment due date. Publisher will bear payments fees if required. In any event, all payments will be made at the payment details specified in your personal account in our Service.

6.6. All payments are processed automatically. We may, in our sole discretion, refuse to process a payment (and may place a payment hold) on any part of your account for any reason, block your account and terminate this Agreement, including if we have a reasonable suspicion that you have breached any clause of this Agreement. We also reserve the right to set-off any amount you owe us, including for breaches of this Agreement. We assume no responsibility for paying any taxes on

payments made to you, and you acknowledge and agree that it is your complete and sole responsibility to pay for all taxes as a consequence of your participation in the Program.

6.7. Hereby you represent and warrant to provide Monwiz Ads 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.

6.8. You on your own shall ensure the ability to receive payments from Monwiz Ads to specified bank account or at relevant payment provider. If the receipt of remuneration or other payment is delayed or failed because of your non-compliance with this clause 6 (including if the failure or delay is caused by a third party payment service provider you are using), Monwiz Ads shall not be responsible for violation of terms of payment.

6.9. If you believe that any fault in transaction has taken place, you agree to notify us immediately, and We will make all possible efforts to eliminate delays or errors in payment processing. Unless your claim been submitted within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against Monwiz Ads related to the transaction. If you experience a technical failure or interruption of services that causes your funding transaction to fail, you may request that your transaction be completed at a later time.

6.10. By entering into this Agreement, you agree to receive Publisher's revenue as from Monwiz Ads, or from its affiliates, subsidiaries, agents, sub-contractors or distributors.

7. Representations, Warranties and Covenants

- You represent, warrant and covenant that: your website is in compliance with all applicable laws and terms and conditions of present Agreement, and does not contain or promote, nor links to another website that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, infringing, sexually explicit or illegal content, including copyright ownership infringements and unlawful use of intellectual property;
- You agree not to promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable content;
- You agree not to engage in any illegal activity, in accordance with applicable law, whatsoever, is not allowed;
- You represent and warrant that you own or have legal rights to use and distribute all content, copyrighted material, trademarked materials, products, and services displayed on your website; you agree not to use deceit when marketing advertiser's offers or presenting these offers to consumers; you have the right, power, and authority to enter into this Agreement and grant the rights specified herein;
- You will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the website tags, source codes, links, pixels, modules or other data provided by or obtained from Monwiz Ads that allows Monwiz Ads to measure ad performance and provide its service ("**Site Data**");
- If instructed to do so by Monwiz Ads and/or if this Agreement terminates, you will immediately remove and discontinue the use of any Site Data;

- You acknowledge that Monwiz Ads does not represent, warrant, or make any specific or implied promises as to the successful use of Service;
- You agree to display the creative exactly as it appears on the Program and will not alter any creative that has been submitted to the Site;
- You agree to display the creative exactly as it appears on the Service and will not alter any creative that has been placed through the Service;
- If you are notified that fraudulent activities may be occurring on your website, and you do not take any actions to stop the fraudulent activities, then you are responsible for all associated costs and legal fees resulting in these fraudulent activities;
- You represent, warrant and covenant that you will not take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large loan on our technology infrastructure or otherwise make excessive demands on it;
- You may not disable, circumvent or otherwise interfere with security related features of our Service or features that prevent or restrict use or copying of any part of our Service, or which enforce limitations on the use of our Service;
- Hereby You irrevocably authorize Monwiz Ads to transfer a request received by Monwiz Ads to provide information for the payment directly to your financial institution available;
- You represent, warrant and covenant that your website does not contain any sexual or erotic material that depicts persons under the age of eighteen (18) or in a manner that suggests that they are under the age of eighteen (18);
- If any errors or undesirable results occur due to no fault of Monwiz Ads, Monwiz Ads shall not be responsible for losses and you may not be compensated;
- Publisher undertakes to ensure that its servers support the traffic directed to ad campaign through our Service. Monwiz Ads takes no responsibility for all the consequences in the event your servers cannot support the traffic directed to your website. You shall test your website to insure its correct appearance in different web browsers, devices or systems and optimize it if necessary.
- You acknowledge that every case of violation of the terms of this Agreement will lead to material and business standing losses of Monwiz Ads in the amount of at least US \$ 1,000. Therefore, we reserve the right to recover damages caused in the specified amount, or the amount of actually incurred losses, in the event of your breach of contract. Such losses may be deducted from the balance of your personal account in the Service.

8. Fraudulent Activity

8.1. YOU MAY NOT CHEAT, DEFRAUD OR MISLEAD US, OR ATTEMPT TO CHEAT, DEFRAUD OR MISLEAD US, IN ANY MANNER.

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 generating of remuneration or exceed your permitted access to Monwiz Ads Service. These prohibited activities include but not limited to: framing an ad-banner's click-through destination, invisible iframe, auto-spawning of browsers, running "spiders"/"bots", and automatic redirecting of users or any other technique of generating automatic or fraudulent click-through and/or impressions. Ads may not be placed on an automatically reloaded page. In any case Monwiz Ads shall make all determinations about fraudulent activity in its sole discretion.

8.2. If Publisher is suspected in any fraudulent activity Monwiz Ads shall have the right to ban Your Publisher Account, to withhold account balance and to take all necessary legal actions to restore the

damage caused by this violation. All advertising campaigns carried out on Publishers websites with fraudulent activities are not subject for payment.

9. Limitation of Liability; Disclaimer of Warranty

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

10. Indemnity

You shall indemnify, defend and hold Monwiz Ads harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of your: (a) improper use of the Service; (b) improper operation of a Program; or (c) breach or violation of any clause of this Agreement or other mutual agreement of its parties.

11. Assignment, Governing Law and Jurisdiction

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

11.2. 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 Cyprus.

11.3. Each party irrevocably agrees, for the sole benefit of Monwiz Ads that, subject as provided below, the courts of Cyprus 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 Monwiz Ads to take proceedings against Publisher 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.

12. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

13. Intellectual Property Rights

13.1. Hereby we grant you a non-exclusive, non-transferable, revocable right to use Monwiz Ads Service and to access our website through our Service only in accordance with the terms and conditions of this Agreement.

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

13.3. Your use of the Service shall be governed by and subject to the laws and regulations regarding copyright ownership and terms of use of intellectual property. You represent, warrant and covenant that you do not upload, download, display, perform, transmit, or otherwise distribute any object in violation of any third party's copyrights, trademarks, or other intellectual property rights. You represent, warrant and covenant that you abide by the laws regarding copyright ownership and use of intellectual property and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by you.

13.4. ALL THE PARTIES HEREBY AGREE THAT MONWIZ ADS DOES NOT HAVE ANY AUTHORITY OR ABILITY TO CONTROL CONTENT AT PUBLISHER'S WEBSITE(S) AND FOR THIS REASON, WE CANNOT BEAR ANY RESPONSIBILITY REGARDING BREACHING OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS.

14. Termination

14.1. This Agreement shall commence upon your acceptance and remain in effect until terminated. This Agreement may be terminated by either Party upon one (1) business days' notice. This Agreement shall terminate immediately upon the dissolution or insolvency of either Party, or the breach of this Agreement by you. Monwiz Ads reserves the right, in its sole and absolute discretion, to terminate a campaign and remove any advertisements at any time for any reason.

14.2. This Agreement will be blocked when the Publisher's Account has not been in use for more than three (3) months.

You will receive a notification informing you that your account is blocked because of “Inactive account status”. 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 option to restore it.

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

15. Force Majeure

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party. The party referring to such force majeure circumstances shall notify the other party on arising within 3 working days from the date of its occurrence with the relevant evidence.

16. Confidentiality

16.1. 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, stats and reports, personal data 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**”).

16.2. 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.

16.3. 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 Party to this agreement.

16.4. The foregoing obligations under this section 15 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 (vi) express written consent has been given prior to disclosure.

16.5. 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.

16.6. 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.

17. Self-Billing

17.1. Hereby the Publisher expressly orders Monwiz Ads to generate and issue the Publisher's invoices on behalf of the Publisher. Prior to making any payment to a Publisher, Monwiz Ads will generate automatically through the Program the invoice on behalf of such Publisher. Furthermore, the Publisher expressly agree that the Program will generate the said invoices based on the stats provided by the Monwiz Ads reporting system and agree that such stats is accurate, fully and legally compliant for the purposes of invoicing and taxation.

17.2. Any Publisher residing in the India who has provided a PAN number expressly warrants that such PAN number is, in its own country, valid for the issuance of PAN-exempt invoices to Monwiz Ads.

17.3. Parties hereby agree to notify each other if they:

- change their PAN registration number;
- cease to be PAN registered;
- sell their business, or part of their business;
- to notify each other about any changes in their payment details

17.4. Notice given in accordance with the conditions of clause 17.3 is also to be considered as your confirmation to issue self-billing invoices in altered conditions.

17.5. In case there is any claim, administrative proceeding from any authority, dispute or conflict, in any way due to the inaccuracy or non-compliance of such data provided by the Publisher, Monwiz Ads is expressly authorized to retain any payments due to the Publisher until such incident has been resolved.

18. Miscellaneous

18.1. This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.

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

18.3. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by you when signing up for the Service by certified mail, fax, email or courier.

18.4. Monwiz Ads reserves the right to change any terms and conditions of this Agreement at any time. You may refer to contract revisions in our website – www.Monwizads.com. The terms and conditions of present Publisher Agreement (as published on www.Monwizads.com (the “Terms”)) bind the parties from the date signed or the date service is provided and shall apply to each and any services provided by Monwiz Ads. This Agreement shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by Monwiz Ads.

18.5. Representations and warranties of Publisher set forth in this Agreement (in particular, Section 15) hereof shall survive closing for a period of one (1) year from the termination date.

18.6. No claim for a breach of any representation or warranty by Monwiz Ads 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 Publisher and/or actually known by Publisher prior to termination.

18.7. Publisher acknowledges and agrees that 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.Monwizads.com and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.

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

18.9. 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.

18.10. You agree on using of any communication method (email message/SMS message/phone) with contact details provided in your personal account.