

# TERMS & CONDITIONS

Clicksdealer

## **1 Introduction**

These Terms and Conditions (“T&C”) apply to your use of the Clicksdealer website or platform as a Service received from Clicksdealer (the “Service”). By using this Service, you represent and warrant that you are at least 18 years of age and are lawfully able to accept these T&C. These T&C do not alter in any way the terms or conditions of any other agreement you may have with Clicksdealer or its affiliates. If you are using the Service on behalf of any entity, you further represent and warrant that you are authorized to accept these T&C on such entity’s behalf, and that such entity agrees to indemnify Clicksdealer for violations of these T&C. Please note that we may change, add or remove portions of these T&C at any time, which shall become effective immediately upon posting. It is your responsibility to review these T&C, and your continued use of this Service indicates your acceptance of these changes.

[IF YOU CHOOSE TO USE THIS SERVICE, YOU AGREE TO BE BOUND BY THE T&C DESCRIBED HEREIN AND BY ALL TERMS, AGREEMENTS AND POLICIES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SERVICE.](#)

## **2 General**

Clicksdealer is an advertising marketplace that provides marketers with a fun, exciting and potentially lucrative way to participate in the online advertising ecosystem and create their own income, similar to a business. Working with leading publishers and performance-based marketers, Clicksdealer developed a way for banner ownership to be traded between Clicksdealer users (“marketer”) in real-time through an intuitive user interface. Once a marketer purchases a banner placement, he or she will generate revenue from each and every click that the banner receives. The marketer can then put the banner placement up for sale, setting a reserve price and a countdown timer. Once the countdown timer runs out, the banner will be awarded to the highest bidder, who can then go on to earn revenue for every click the banner generates and may also put the banner placement up for resale. This is the Service provided to you by Clicksdealer. Note that individual results will vary and income success is not guaranteed. Clicksdealer’s Service is to give you the platform and resources to help kick start your business, but the effort you put in, is what will make or break your success levels. As an entrepreneur, the understanding needs to be in place that you will take full responsibility for your success.

## **3 Definitions and Interpretation**

The headings of sections are included for convenience only and shall not affect the interpretation of the T&C. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day and refers to business days only.

- 3.1 "Applicant" – a User applying for Registration of a Banner.
- 3.2 "Application" – the process whereby a User submits a request for a Registration of a Banner, includes "Apply" and "Applied".
- 3.3 "Banner" – an advertisement displayed on a screen of a webpage or on a printed page.
- 3.4 "Clicksdealer" – Clicks Revenue Limited, Office: UK Nwms Centre, 31 Southampton Row, Office 3.11, 3<sup>rd</sup> Floor, London, WC1B 5HJ.
- 3.5 "Clicksdealer Registry" – a certain registry maintained by Clicksdealer, which contains the details and specifications of Banners.
- 3.6 "Clicksdealer Website" – any website controlled by Clicksdealer or related to Clicksdealer, where Registered Banners may be presented.
- 3.7 "Issuance" – the first Registration of a certain Banner to a certain Registrant.
- 3.8 "Person" – any legal entity, including without limitation individual, corporation, limited liability company, co-operative, partnership, trust, organization or any similar entity.
- 3.9 "Qualified Click" – internet user visiting Clicksdealer widget on a website.
- 3.10 "Registrant" – a User to whom a Banner is Registered at the Clicksdealer Registry.
- 3.11 "Registration" – the creation of a record at the Clicksdealer Registry, which links a certain Banner to a certain User.
- 3.12 "Registration Period" – a predetermined time period, during which a certain Banner is Registered to a certain Registrant. The Registration Period of a certain Banner is determined prior to the Issuance of the Banner. The Registration Period of a Banner is reset upon each Transfer of the Banner.
- 3.13 "Transfer" (of a Banner) – deletion of an existing Registrant on the Clicksdealer Registry and creation of a substitute record at the Clicksdealer Registry, which links that same Banner to another User.
- 3.14 "Transferee" – a User to whom a Banner is Transferred. Following the completion of a Transfer, the Transferee shall be regarded as a Registrant for all matters.
- 3.15 "User" – any Person who signs up with Clicksdealer or otherwise opens a user account with Clicksdealer, may also be referred to as the "Client".

#### **4 Obligations of the User**

- 4.1 The User understands and accepts that Clicksdealer is required to conduct a "Know Your Client Process" ("KYC Process") and anti-money laundering checks ("AML Checks"). The KYC Process and the AML Checks will require Clicksdealer to obtain the following documents from the User:
- 4.1.1 A copy of the User's valid passport or valid identity card, as per International KYC standards;
  - 4.1.2 A copy of the User's card(s) being used to make any transaction for the Services (front side with only the 4 last digits visible, back side with the CVV covered);
  - 4.1.3 A copy of a recent utility bill (no older than 3 months) in the User's name clearly displaying the User's address, as per International KYC standards;
  - 4.1.4 In certain circumstances, a User may be required to provide additional documents.
- 4.2 As long as a Banner is Registered for a User, the User must have an active e-mail address registered with Clicksdealer (hereinafter: the "Official Address"). The User hereby irrevocably agrees to receive notices from Clicksdealer to the Official Address.
- 4.3 Any notice, declaration or other communication required or authorized to be given by Clicksdealer to a User, which has been sent by e-mail to the Official Address, shall be deemed to have been received, opened and read by the User within 48 hours of sending such an e-mail.
- 4.4 As long as the User holds an account with Clicksdealer, the User agrees to be contacted via email, telephone, skype and text messaging by Clicksdealer and by third parties if relevant, regarding the Services provided by Clicksdealer.
- 4.5 The User explicitly agrees that judicial documents and/or arbitrational documents, pursuant to the dispute resolution procedure specified in the T&C, may also be served to the Official Address.

#### **5 Issuance of Banners**

- 5.1 To apply for the Issuance of Banners, a User must, at a minimum, purchase a basic package for \$250. A User may elect to purchase packages of larger quantities of Banners. The number of Banners purchased in a certain package shall be hereinafter referred to as: the "Purchased Quantity". The User's card will be debited upon completion of purchase of the Purchased Quantity.

- 5.2 Once a package of Banners is purchased, there is a Seven (7) day period to Apply for the Issuance of the whole Purchased Quantity (hereinafter: the "Application Period"). If upon expiry of the Application Period the whole Purchased Quantity of Banners is not Applied for and Issued, additional Banners of that number that completes the Purchased Quantity, shall be Issued based on random selection. For removal of doubt, Issuance of Banners pursuant to this Section 5, is final and not refundable, whether such Banners were selected by the User or Issued based on random selection.
- 5.3 Issuance of Banners is subject to fees (hereinafter: "Issuance Fees"). The Issuance Fees vary from Banner to Banner. Each Banner that is available for Registration specifies the Issuance Fees for its Registration. Clicksdealer reserves the right to update the Issuance Fees from time to time at its sole discretion and to apply different Issuance Fees to different Banners and/or to different packages of Banners and/or to different Users. Clicksdealer further reserves the right to apply special bonuses, contributions, incentives or price differentiations and to determine the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.
- 5.4 Clicksdealer reserves the right to offer a User a bonus (hereinafter: the "Bonus Agreement"), the conditions of which are detailed in the Bonus Agreement. Where a User accepts a bonus, the User will be required to read, accept and sign, and return the Bonus Agreement to Clicksdealer.

## **6 Processing of Applications for Issuance of Banners**

- 6.1 All Applications shall be processed on a "first come, first served" basis, i.e., the application which has been properly submitted first (in time) shall be processed first.
- 6.2 A submission of an Application shall be deemed complete at the time it is actually received by Clicksdealer, without regard to the time by which it has been sent ("Submission Time"). Clicksdealer's system is solely determinative of the Submission Time of an Application.
- 6.3 Applications are only processed as-submitted and cannot be altered or modified after submission. The processing of an Application is final. An Application cannot be undone or re-processed. After an Application is submitted, any desired correction, update or amendment to such an Application requires a submission of a separate Application.
- 6.4 For removal of doubt, if an Application is rejected, for any reason, such Application shall not grant any right or priority with respect to the Banner of the Application.
- 6.5 Once Registered, the Banner itself cannot be modified, corrected, amended, updated, cancelled or refunded, whether in whole or in part.

- 6.6 Once the Issuance of a Banner is Complete, the Banner shall be Registered for the Registration Period (as defined above). Unless the Banner is Transferred before expiry of the Registration Period, upon expiry of the Registration Period the Banner shall be revoked and cease to exist or become available for Registration by the general public, as shall be determined by Clicksdealer at its sole discretion.
- 6.7 During the Registration Period, the Registrant will be entitled to receive a pay per click rate per the company decision, which shall not be less than \$0.001 Qualified Click on a Banner which is Registered under his name (hereinafter: "Click Payments"). The Registrant's user account at Clicksdealer will be credited for such Click Payments.

## **7 Limited Right in a Banner**

- 7.1 The Registration of a Banner to a Registrant, grants the Registrant only the exclusive right to receive the Click Payments during the Registration Period and the right to Transfer the Banner to another User during the Registration Period.
- 7.2 The User explicitly acknowledges and agrees that the Registration of a Banner does not confer the Registrant with any right or title in the Banner and/or in the content of the Banner or any part thereof, including, without limitation, any trademark (whether registered or not), service mark, trade name, copyright, licensed right or any other intangible assets of a third party, which might be embedded in the Banner. Nor, any right or title in any site or sites in which the Banner is displayed and/or with any right or title in the link contained in the Banner.
- 7.3 Clicksdealer reserves the right, at its sole discretion to suspend the activity of a certain Banner or group of Banners (each: a "Suspended Banner"). In case a Suspended Banner is a Registered Banner, Clicksdealer will give the Registrant of such Banner a One (1) day notice of its intention to suspend the Banner and provide the Registrant of such Banner with a choice of three alternative Banners for Registration in the same commercial category of the Suspended Banner.

## **8 Transfer of Registered Banners**

- 8.1 At any time during the Registration Period, a Registrant (hereinafter in this Section 8 only: "Seller") may put a Banner for sale at the Clicksdealer marketplace by clicking a designated "sell" button on the screen.
- 8.2 When a Banner is put for sale at the Clicksdealer marketplace (hereinafter: "Auctioned Banner"), it is presented at Clicksdealer marketplace and may be viewed by other Users, who may bid a price for the Banner. For purposes of this Section 8, a User who bids a price for a certain Auctioned Banner shall be referred to as a "Bidder".

- 8.3 The Seller will be notified when a Bidder bids a price for the Auctioned Banner and may decide to accept the bid by clicking a designated "accept" button on the screen. If the Seller accepts a certain bid (hereinafter: the "Accepted Bid"), then the Auctioned Banner will be Transferred from the Seller to the Bidder who gave the Accepted Bid; (ii) the price specified in the Accepted Bid plus applicable Transfer Fees will be deducted from the user account of the Bidder who gave the Accepted Bid; and (iii) the account of the Seller will be credited for the same price minus applicable Transfer Fees.
- 8.4 Upon the completion of a Transfer pursuant to the provisions of this Section 8 the Registration Period of the Auctioned Banner will reset.
- 8.5 Transfer of a Registered Banner is subject to fees (hereinafter: "Transfer Fees") as follows:
- 8.5.1 \$0.50 from the Seller for the Registration of each Transfer;
- 8.5.2 \$0.50 from the Transferee for the Registration of each Transfer.
- 8.6 Clicksdealer reserves the right to update the Transfer Fees from time to time at its sole discretion and/or to determine different Transfer Fees to different Users and/or to different accounts at Clicksdealer.

## **9 Withdrawal of Funds**

- 9.1 For a User to be eligible for a successful withdrawal of funds, the user must submit all requested documents to Clicksdealer, including but not limited to KYC documents and the User must not have any Issuance of Banners on his account at time of withdrawal request.
- 9.2 All withdrawal requests are subject to the terms and conditions of any agreement signed by the User, including but not limited to the Bonus Agreement.
- 9.3 All withdrawal requests must be made through Clicksdealer's platform. If a request has not been made this way, it will not be acknowledged as a formal request.
- 9.4 The User may withdraw from his Clicksdealer account any eligible amount, subject to a withdrawal fee equal to five percent (5%) of the withdrawal amount, but not less than \$25.00 (hereinafter: "Withdrawal Fees").
- 9.5 Subject to the provisions of Section 9, withdrawn amounts shall be transferred to the User within Three (3) days as of the date the User filed a withdrawal request. Clicksdealer directs fund withdraws back to the original source of remittance.
- 9.6 Without derogating from the Withdrawal Fees, the User shall bear all costs, fees and commissions charged by third parties (such as banks, credit card companies, etc.) on money transfers.





## **10 Account Management Fees**

- 10.1 Keeping an account at Clicksdealer is subject to account management fees (hereinafter: "Management Fees"). Current Management Fees are \$0.50 for each transaction - buy / sell.
- 10.2 Clicksdealer reserves the right to update the Management Fees from time to time at its sole discretion and/or to apply different Management Fees to different accounts and/or to different Users. Clicksdealer further reserves the right to apply special bonuses, contributions, incentives or price differentiations and to determine the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.
- 10.3 Under current Management Fee policy, discounts on Management Fees are applicable per Clicksdealer account manager discretion.

## **11 Undertaking by Clicksdealer**

- 11.1 Throughout the Registration Period, Clicksdealer will use commercially reasonable efforts to accurately and comprehensively track Qualified Clicks on Registered Banners for the purpose of creating and distributing to Registrants reports summarizing the Qualified Clicks applicable to Registered Banner/s and the applicable Click Payments.
- 11.2 Throughout the Registration Period, the Registrant's user account with Clicksdealer will be credited for each Qualified Click, as read with the T&C.
- 11.3 Throughout the Registration Period, Clicksdealer will facilitate Transfers of Registered Banners from Registrants to Transferees, as read with the T&C.

## **12 Representation and Warranties of the User**

- 12.1 That the T&C *(i)* have been duly and validly executed and delivered by the User; *(ii)* are within the legal capacity and power of the User; *(iii)* require the approval or consent of no other Person; *(iv)*, constitute a legal, valid and binding obligation of the User and are enforceable against the User, by Clicksdealer.
- 12.2 That all statements made and information provided at any time by the User to Clicksdealer, is complete and accurate.

- 12.3 That the User shall not promote a Registered Banner through unsolicited emailing, newsgroup postings, job sites, classified ad sites or any other method of mass communication which might constitute a basis for legal action (civil or criminal) under any Anti-Spamming Law (hereinafter: "Spam Promotion"). Any Spam Promotion by a User shall constitute a material breach of these T&C, whereby the User shall pay Clicksdealer liquidated damages of \$100 per spam email or posted website that is reported to Clicksdealer. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to Clicksdealer in law or in equity.
- 12.4 That the User shall not, directly or indirectly, jointly or in conjunction with any other Person, take part in any activity that might generate clicks which do not result from actual voluntary activity of a Person or otherwise contribute to fraudulent accumulation of clicks on a Registered Banner. Without derogating from the foregoing, the User shall not, directly or indirectly, jointly or in conjunction with any other Person, perform any of the following:
- 12.4.1 Create, open or register multiple accounts with Clicksdealer;
  - 12.4.2 Make use of Web Robot(s) in order to perform clicks on Registered Banners. For purpose of this subsection, the term "Web Robot" shall mean any software application that runs automated or repetitive tasks over the internet;
  - 12.4.3 Hide or mask the true source of traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Banner, including, without limitation, any use of anonymizer (anonymous proxy), virtual private network (VPN) or proxy servers to access Clicksdealer website and/or any website where a Registered Banner is presented;
  - 12.4.4 Artificially generate or inflate traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Banner.
- 12.5 That the User acknowledges and agrees that it is not possible to display all Registered Banners at all times in all Clicksdealer Websites and thus, the scale of exposure of each particular Registered Banner in Clicksdealer Websites may vary. Without limitation of the foregoing, the User understands and agrees that any of the following are determined by Clicksdealer on a random basis and may vary from one Registered Banner to another: (i) the distribution of Registered Banners in Clicksdealer Websites; and/or (ii) the frequency of display of each particular Registered Banner in Clicksdealer Websites; and/or (iii) the time length of each display event of each particular Registered Banner in Clicksdealer Websites; and/or (iv) the timing of each display event of each particular Registered Banner in Clicksdealer Websites.

- 12.6 That the User acknowledges and agrees that dealing with Registration of Banners and/or Transfer of Registered Banners can generate profits but also involves substantial financial risk including a risk of partial or full loss of funds. Without limitation of the foregoing, the User understands and agrees that: (i) where income figures are mentioned (if any), those income figures are anecdotal information passed on to Clicksdealer concerning the results achieved by the individual sharing the information; (ii) Clicksdealer has performed no independent verification of the statements made by those individuals; and (iii) the User does not rely on such figures in making any decisions regarding the Issuance of Banners and/or the Transfer of Registered Banners.
- 12.7 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant and is aware of the risks and any other applicable financial and fiscal aspects of the Services provided by Clicksdealer.
- 12.8 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant, as to his individual capital gain tax liability in his country of residence, in regards to using the Service.
- 12.9 That the User will safeguard his account information and maintain a good anti-virus and anti-malware program on his system and shall bear sole responsibility for any unauthorized usage of his account or leaked information of his account details.

### **13 Proof of delivery of Services**

Clicksdealer's Registry records the Registration of a User's activity and use of the Services. Proof of delivery for the intangible or virtual items or Service is confirmed through, IP address of User at date and time of transaction, device geographical location at date and time of transaction, device ID number and device name, name and email address linked to the User profile on-record, evidence that the User profile was activated and verified by the User before the date and time of transaction, evidence that the User accessed/used the downloaded digital goods on or after the date and time of transaction, evidence that the same device and card were used in previous, undisputed transactions, User log in activity accessing the Services and email communication.

### **14 Card Not Present Transactions**

- 14.1 Clicksdealer is an online Service provider. Services are paid and redeemed during card not present transactions.
- 14.2 Clicksdealer maintains levels of compliance with the Payment Card Industry Data Security Standard and employs the use of virtual security through authorization and authentication by a User, prior to any transaction being processed.

- 14.3 A Person must 'click to accept' Clicksdealer's T&C in order to open a Clicksdealer account and become a User of the Services, if not, a Person will not be able to open an account with Clicksdealer. It is the responsibility of a Person to ensure they have read and understood the T&C prior to any transaction being processed.

## 15 Refund Policy

- 15.1 All Services are offered at the User's own risk: no guarantees, no refunds, no exchanges, no credits, After 3 days.
- 15.2 If a User changes his mind about using Clicksdealer's Services and has not made an Issuance of a Banner, Clicksdealer will handle any refund request made by a User on a case by case basis. Refund requests must be emailed to **support@clicksdealer.com** within Five (5) days of transaction being processed by Clicksdealer.
- 15.3 A refund can only be processed on the card initially presented for payment. The refund must be equal to or less than the value of the transaction.

## 16 Complaints

- 16.1 If a User is not satisfied with our Services, written notice must be sent to **support@clicksdealer.com**, as a first resort to settling any matter.
- 16.2 All written complaints will be logged by Clicksdealer and the User will receive a written acknowledgement within Three (3) days of receipt. Clicksdealer will investigate any complaint and reply (email or telecom) to the User within Ten (10) days, setting out how the problem will be dealt with. If this is not possible, an interim response will be made informing the User of the action taken to date or being considered.
- 16.3 Clicksdealer reserves the right to settle a complaint in any manner it deems appropriate. Such action, not being an admission of liability or wrongdoing.

## 17 Reservation of rights

- 17.1 Clicksdealer reserves the right, but do not assume the obligation, to monitor transactions and communications that occur through the website and/or Service. If we determine, in our sole and absolute discretion, that you or another User has or will breach these T&C or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.
- 17.2 Representatives of Clicksdealer may use pseudonyms during User interactions.
- 17.3 Clicksdealer may modify the website and/or our Services at any time with or without notice to you and will incur no liability for doing so.

## **18 Earning and Income Disclosure and Disclaimer**

- 18.1 Clicksdealer is an advertising marketplace with many different types of Users. Some of our Users are also our affiliates and can earn commissions by referring people to Clicksdealer.
- 18.2 Any earnings or income statements, or earnings or income examples, are only estimates of what is possible and what some people have earned. There is no assurance you will do as well if you rely upon our figures, you must accept the risk of not doing as well. Any and all claims or representations, as to income earnings on our web site, are not to be considered as average earnings. Testimonials are not representative.
- 18.3 Clicksdealer's Services or website may contain information that includes or is based upon forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (U.S). Forward-looking statements give our expectations or forecasts of future events. The use of words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward looking statements are intended to express our opinion of earnings potential. They are opinions only and should not be relied upon as fact.
- 18.4 Online businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our Services or web site, should be done only with the knowledge that you could experience losses, or make no money at all. Only risk capital should be used.

## **19 Use of third party software or websites**

- 19.1 Clicksdealer may recommend use of software, information, products, or web sites that are owned or operated by third-parties. We offer or facilitate this recommendation by hyperlinks or other methods to aid your access to the third-party resource.
- 19.2 While we endeavor to direct you to helpful, trustworthy resources, Clicksdealer cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource or track changes in the resource. Thus, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party resource.
- 19.3 We recommend these resources on an "as is" basis. When you use a third-party resource, you will be subject to its terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern your use of that resource.

## **20 Limitation of Liability**

- 20.1 Clicksdealer provides the website, the Services, and all content on an “as is” and “as available” basis.
- 20.2 The User acknowledges and agrees that subject to the undertaking of Clicksdealer specified in the T&C, Clicksdealer has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any representation, warranty or guarantee, express or implied in connection with the services provided by Clicksdealer. The User's activity with Clicksdealer, including the Registration of Banners and the Transfer of Registered Banners shall be at the User's sole risk.
- 20.3 User acknowledges and agrees that Clicksdealer has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any of the following representations, warranties or guarantees, express or implied:
- 20.3.1 Any representation, warranty or guarantee as to the volume of traffic, number of hits, lever of impressions, number of clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Banner or Registered Banners;
- 20.3.2 Any representation, warranty or guarantee as to the timing of hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Banner or Registered Banners;
- 20.3.3 Any representation, warranty or guarantee regarding the level of impressions of Registered Banners or Qualified Clicks on any Registered Banner and/or the timing of delivery of such impressions and/or Qualified Clicks;
- 20.3.4** Any representation, warranty or guarantee that the operation of Clicksdealer Websites or any part thereof will be uninterrupted or error-free and/or any Clicksdealer Websites or any part thereof as to the possibility that Clicksdealer Websites or any part thereof might be hacked;
- 20.3.5** Any representation, warranty or guarantee related to the scale of exposure of each particular Registered Banner, including without limitation, the distribution of Registered Banners, the frequency of display of each particular Registered Banner, the time length of each display event of each particular Registered Banner and the timing of each display event of each particular Registered Banner;

- 20.3.6** Any representation, warranty or guarantee as to the financial prospects and risks associated with the Registration of Banners and/or Transfer of Registered Banners, including without limitation: (i) any representation, warranty or guarantee that Registered Banners and/or Transfers or Registered Banners will generate any income whatsoever to the User;
- 20.3.7** Any representation, warranty or guarantee that dealing with Registration of Banners and/or Transfers of Registered Banners does not involve substantial financial risk and/or may not generate substantial losses;
- 20.3.8** Any representation, warranty or guarantee as to the completeness and/or effectiveness and/or functionality and/or instalment and/or maintenance of any software of any third party, which is operating on Clicksdealer's platform or available on Clicksdealer Websites, including without limitation, any application, utility, interface, web robot, trading tool or protocol.
- 20.4 Without prejudice to the limitation of liability contained in any provision of these T&C, in no event shall Clicksdealer, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, arising out of or related to these T&C, including without limitation any Registration of Banners and any Transfer of Registered Banners, even if Clicksdealer has been advised of the possibility of such damages.
- 20.5 Without derogating from the generality of the disclaimer provided for in the T&C, in no event shall Clicksdealer, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, resulting from any of the following occurrences:
- 20.5.1 Any usage, non-usage or misuse by any Person of a Registered Banner, including, without limitation, any failure or avoidance of a Person (whether deliberately or mistakenly) from performing a Qualified Click on a Registered Banner;
- 20.5.2 Any insufficient or unsatisfactory exposure or non-exposure of Registered Banners;
- 20.5.3** Any unauthorized access to or use of the Clicksdealer Registry, including without limitation, any server or other computer hardware or software of Clicksdealer and any unauthorized access to any and all personal information and/or financial information stored therein;



- 20.5.4** Any bug, virus, Trojan horse or the like, which might affect the Clicksdealer Registry and/or any information stored at the Clicksdealer Registry, including without limitation any server or other computer hardware or software of Clicksdealer;
- 20.5.5** Any error, interruption, malfunction or temporary cessation in the operation of Clicksdealer Websites or any part thereof and any hacking of any Clicksdealer Website;
- 20.5.6** Any personal injury, property damage or other loss of any nature whatsoever, resulting from the Registration of Banner, from a Transfer of a Registered Banner, and from any usage, non-usage or misuse of a Registered Banner.

## **21 Indemnification**

- 21.1** The User undertakes to release, protect, defend (including payment of reasonable attorney's fees and costs of litigation), indemnify, save and hold harmless Clicksdealer, its directors, officers, shareholders, employees or agents, and any affiliate of the same (hereinafter: the "Releasees"), from and against any and all liability, claims, losses, damages, punitive damages, costs, expenses, attorneys' fees, demands, suits and causes of action of every kind and character, incurred in connection with any claim caused by, arising out of, asserted against, resulting from, or suffered by such Releasees in connection with or in any way incident to any breach of these T&C, including, without limitation, any of the following:
  - 21.1.1** Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in these T&C or in any declaration, representation, warranty, covenant or undertaking made or delivered in connection herewith;
  - 21.1.2** Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in any information otherwise supplied by the user to Clicksdealer;
  - 21.1.3** Any infringement on any kind of privacy right or good name right of any Person, including any kind of libel, defamation, slander, barefaced lie or any other way of expression which raises or might raise a cause of action.
- 21.2** For removal of doubt, all indemnity obligations and/or liabilities assumed by the User shall be without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, whether such conditions be patent or latent; strict liability under any code law or other type of strict liability; breach of agreement; tort, breach of duty (statutory, agreement, common law or otherwise) or the negligence or fault of any party, including, but not limited to, that of the Releasees, whether such be sole, joint or concurrent, active or passive; or any other theory of legal liability. Notwithstanding the foregoing, the indemnification provisions not apply in case (and only in case) of wilful misconduct of the Releasees.

- 21.3 The indemnifications set forth in these T&C shall apply to all types of liabilities specifically covered by the indemnifications whether such liabilities are incurred directly by the Releasees or indirectly through the operation of an indemnification Agreement with another party provided that the liability for which such indemnification is sought, arose from or occurred as the result of or incidental to the performance of the User's obligations hereunder.
- 21.4 All Persons who may become Releasees other than Clicksdealer itself shall be deemed to be third party beneficiaries of these T&C for the purposes solely of enforcing an indemnity expressed to be for their benefit.

## **22 Dispute Resolution**

- 22.1 The User irrevocably agrees that any dispute relating in any way to a Registered Banner or otherwise relating to these T&C, shall be resolved by binding arbitration, rather than in court. The laws of the United Kingdom, without regard to principles of conflict of laws, will govern these T&C and any dispute of any sort that might arise between a User and Clicksdealer.
- 22.2 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these T&C as a court would.
- 22.3 To begin an arbitration proceeding, a User seeking such arbitration proceedings must send a letter requesting arbitration and describing his claim to Clicksdealer's offices at Click Revenue Limited, Nwms Center, 31 Southampton Row, Office 3.11, 3rd Floor, London, WC1B 5HJ, UK. The arbitration will be conducted by the International Chamber of Commerce.
- 22.4 The User irrevocably agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the User waives any right to a jury trial.

## **23 Breach**

- 23.1 A breach by a User of a representation or warranty contained in these T&C herein shall constitute material events of default (each an "Event of Default") by such User.
- 23.2 In any Event of Default, in addition to and without prejudice to or limiting any other rights or remedies available to Clicksdealer at law, in equity or under these T&C, Clicksdealer may elect, at its sole discretion, to: (i) immediately block the account of the applicable User, either temporarily or permanently, where such User shall not be entitled to any refund of any fees paid by him; and/or (ii) offset any outstanding amounts in the account of the applicable User against any damages caused to Clicksdealer.

- 23.3 For removal of doubt, the User acknowledges and agrees that no remedy conferred by any of the specific provisions of the T&C herein is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit Clicksdealer's available remedies in the event of a breach of these T&C by a User. Therefore, the election of any one or more of such remedies by Clicksdealer shall not constitute a waiver by Clicksdealer of the right to pursue any other available remedy.

## **24 Copyright and Trade Mark Notices**

- 24.1 All contents of the Services provided under these T&C are copyrighted by Clicksdealer. All rights reserved. Other brand names product names and company names may be trademarks or service marks of their respective owners.

## **25 Governing Law**

- 25.1 These T&C, any Registration and any Transfer will be exclusively governed by the laws of the United Kingdom.
- 25.2 Subject to the dispute resolution provisions of the T&C, Clicksdealer and each User submit to the exclusive Jurisdiction of the competent courts in London United Kingdom. Without derogating from the foregoing, each User understands that the Laws regarding contracts vary throughout the world. It is the User's responsibility to make sure he properly complies with any Law, regulation or guideline in his country of residence regarding the use of Clicksdealer Services. For avoidance of doubt, each User explicitly acknowledges that the ability to access Clicksdealer Services does not necessarily mean that the Services provided by Clicksdealer and/or the User's activity through Clicksdealer is legal under the laws, regulations or directives relevant to the User's country of residence.

## **26 Binding Agreement**

By signing up to Clicksdealer and/or by creating an account at Clicksdealer and/or by submitting an Application for the Issuance of a Banner and/or by participating in a Transfer transaction, each User acknowledges and agrees that these T&C form a legal agreement between each User and Clicksdealer. By accepting these T&C, each User is hereby bound to the rules and guidelines specified above.

## **27 Termination**

27.1 The User or Clicksdealer has the right to terminate the Service by giving the counterparty at least Five (5) days written notice, specifying the date of termination. The User's account will be closed and access to the Services removed.

27.2 Clicksdealer may terminate the Service immediately without giving any notice in the following cases:

27.2.1 Death of the User;

27.2.2 In case of the decision of bankruptcy or winding up of the User's estate is taken through a meeting or through the submission of an application for the aforementioned;

27.2.3 Termination is required by any competent regulatory authority or body;

**27.2.4** The User violates any provision of the T&C and in Clicksdealer's opinion the Services cannot be rendered, including but not limited to a User refusing to submit, sign or return required agreements or documents;

27.2.5 The User violates any law or regulation to which the User is subject to;

**27.2.6** The User involves Clicksdealer directly or indirectly in any type of fraud;

**27.2.7** The User refuses or fails to provide Clicksdealer with the required KYC documents.

27.3 In the case of termination, the User shall be liable for:

**27.3.1** Any pending fee owing and payable to Clicksdealer;

**27.3.2** Any charge and additional expenses incurred or to be incurred by Clicksdealer as a result of the termination of the Services;

**27.3.3** Any damages which arose during the arrangement or settlement of pending obligations. In the case of breach of the T&C by the User, Clicksdealer reserves the right to reverse all previous transactions which place Clicksdealer's interests and/ or all or any of its Users' interests at risk before terminating the Agreement.

**27.3.4** In the event of the termination of the Service by Clicksdealer under clause 27.2, Clicksdealer will be under no obligation to refund to the User any funds that may be in the User's account and the User shall have no claims against Clicksdealer in such regard.

## **28 Enforceability**

28.1 In the event any of the terms or conditions contained in this T&C shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition.

-END-