

RULES FOR PUBLISHERS

Current version as of 25.05.2018


RECITALS

These rules (hereinafter - the "**Rules**", the "**Agreement**") govern the arrangements on granting you the access to the International platform for distributing advertisements via the internet according to the cost-per-action pricing model ("CityAds Platform" or "Platform"). In order to get access and use the CityAds Platform, the Publisher undertakes to comply with these Rules unconditionally and irrevocably.

DEFINITIONS

Advertiser - an entity, who determines the terms and conditions of an Offer and has agreement with CityAds Group company to display an Offer in the CityAds Platform.

Advertising Materials - advertising materials, that relate to the goods or services of the Advertiser in the form of text, text and graphics or other similar mediums in digital format, containing a unique hyperlink to the Target Page.

CityAd Group – group of affiliated legal entities making business using  cityads trademark.

CityAds Platform (Platform) - the Internet-based advertising platform operated by the Operator, located at and accessible via the website www.cityads.com.

Publisher - an entity, distributing or arranging for distribution of Advertising Materials on the Internet (hereinafter the "distributing" shall also refer to the arranging of distribution).

Offer - an order for the distribution of Advertising Materials on the Internet, which contains compulsory terms and conditions for distributing Advertising Materials on the Internet.

Traffic Source (Advertising platform) - a source via which the Publisher displays advertising materials, including Internet websites, social networks, blogs, emails, etc.

Target Action - an action (a deal), defined in the applicable Offer, which an Internet User accomplished as a result of the distribution of Advertising Materials by an Publisher via the Internet and which entitles such Publisher to remuneration in the amount specified in the applicable Offer.

Target Page - a page of a website on the Internet, whose address is indicated in the applicable Offer.

LEGAL STATUS OF THE RULES

These Rules are a public offer addressed to both legal entities and natural persons, regardless of nationality, residency or location, who want to join the CityAds Platform as a Publisher and to enter into this Rules as binding agreement..

The Publisher which accept these Rules from English version of www.cityads.com website (or otherwise expressly agreed to have agreement with CityAds Cyprus office) enters into agreement with Utheram Trading Limited, a Cyprus company, registration number HE 322576 (“CityAds”), member of CityAds Group.

As from the moment the public offer is accepted by a Publisher, the Rules are legally binding for and must be observed by the Publisher. Unequivocal acceptance of this public offer by a Publisher is expressed when the Publisher ticks and activates the checkbox “I accept terms and conditions of the public offer rules” and thereby undertakes to comply with the Rules. The checkbox, referred to in this item, is found on the website www.cityads.com in the section titled “Get Started” for Publishers.

After filling in of all requisite information by the Publisher CityAds shall send the Publisher email at the address indicated by the Publisher so that Publisher confirm the Rules and the information provided.

The Publisher shall not assign or transfer any of its rights or obligations hereunder to any third party without preliminary consent of CityAds.

These Rules govern access to and use of the CityAds platform by Publishers, as well as access to Offers that are available in the CityAds Platform, the terms and conditions for distributing Advertising Materials across the Internet, Traffic Sources and the terms for suspending access to the CityAds Platform.

PLATFORM CITYADS

The Publisher is granted access to the CityAds Platform after completing registration.

The Publisher understands and agrees that, from the moment they are granted access to the CityAds Platform, the right to use the CityAds Platform is granted solely for the purpose of accessing Offers and distributing relevant Advertising Materials on the Internet via technical instruments available to the Publisher in the CityAds Platform. The Publisher is forbidden and undertakes not to use the CityAds Platform for any other purpose or use any other methods, which are not available in the interface of the personal account of the Publisher in the CityAds Platform. The Publisher shall not use CityAds Group trade marks and/or register domain having name “cityads” or similar or confusing.

The CityAds Platform can only be accessed by the Publisher by entering the login and password. The email address indicated at registration by the Publisher can be used as the login to the CityAds Platform. The password, chosen by an Publisher at registration, must be a minimum characters in length as required by the Platform and can be a combination of numbers and alphabetical letters in the English language. The Publisher can change their password to access the CityAds Platform at any time in their personal account. The Publisher shall not provide their login and password to any third party. Unauthorised access to the CityAds Platform by third party using an Publisher’s login and password will be deemed a material breach of the Rules, unless such third party is the authorised representative of a legal entity.

After completing registration, the Publisher is given access to their personal account. The personal account contains Offers, statistics, technical instruments as well as financial information. In order to access specific Offers, the Publisher may be requested to disclose detailed information about sources of Traffic and/ or additional approval of the Advertiser may be required. None of the provisions hereunder shall be construed as an obligation of CityAds, CityAds Group company and/or any Advertiser to grant access to all available Offers in the CityAds Platform to the Publisher.

The Publisher is responsible for reading and learning the Terms and Conditions of Offers prior to distributing the Advertising Materials in the Internet and must refer to the Terms and Conditions of Offers throughout the whole term of distributing the Advertising Materials. The Publisher acknowledges and agrees that terms of each Offer shall be to the maximum possible extent be incorporated hereunder in respect to the Parties rights and obligations attributable to that particular Offer. Publisher understands that CityAds Group operates worldwide, Offers have different geotargeting and it's Publisher sole responsibility to check compliance of Offer rules with particular country legislation before starting to work with that Offer. CityAds does not distribute any Advertising Materials and shall not be considered advertising distributor and shall not have responsibility to check compliance of any Offer with the legislation of any particular country. The Publisher hereby acknowledges and accepts that failure to comply with this obligation may result in access to an Offer being suspended or access to the CityAds Platform being restricted; in case such failure causes the CityAds Platform or the Advertiser to suffer damages – access to the CityAds Platform may be restricted, Agreement terminated by CityAds unilaterally and extra judicially while the amount of the damages being debited Publisher's account and/or recovered judicially.

Each Offer, chosen by an Publisher, grants the Publisher a non-exclusive, non-transferable and revocable license to distribute the Advertising Materials, solely in the specified territory and in accordance with the Terms and Conditions of each Offer. Any amendments, made independently by the Publisher, to the Advertising Materials are strictly prohibited. The Publisher shall not have the right to use Advertising Materials, independently created by the Publisher, unless this is specifically authorised by the terms of the Offer. The Publisher hereby acknowledges and accepts that failure to comply with these provisions may result in access to an Offer being suspended or access to the CityAds Platform being restricted, if such failure causes the CityAds Platform or the Advertiser to suffer damages, which further may be compensated by the means of Publisher.

The Agreement may be terminated by CityAds unilaterally and extra-judicially at any moment, and in case the Publisher was not in breach hereof CityAds shall pay all outstanding remuneration in full upon termination, in case the Publisher is in breach hereof no outstanding remuneration shall be paid and shall be considered CityAds' liquidated damages.

The Publisher hereby acknowledges and accepts that failure to comply with these Rules may result in access to an Offer being suspended or access to the CityAds Platform being restricted without any prior notification.

PERSONAL DATA

A Publisher expresses its consent for its personal data, which may be stated in the registration form when using the CityAds Platform and further provided or received by CityAds directly or

indirectly during the whole term of using the CityAds Platform, to be collected, processed, used, stored, transferred, shared as explained below. A Publisher shall provide data which is accurate and true. Disclosure by the Publisher of third party data without legal ground, provision of false, misleading or fake data is strictly prohibited. Personal data administrator shall be CityAds (Utheram Trading Limited)

The term “personal data’ shall have the meaning assigned to it under DGPR.

Publisher personal data shall be collected, processed, used, stored, transferred, shared on the principles set forth in Article 5 of DGPR or other personal data regulations applicable to the Publisher and CityAds and on the legal ground of performance of a contract.

We collect personal data you provide to us voluntarily directly and we may also collect personal information from third parties, such as your employer, public databases or social media networks.

CityAds shall collect the following categories of personal data:

- Name (including family name)
- Email address
- telephone number
- skype
- Postal or other physical address
- Credit/debit card information or other payment details based on the method of payment
- IP addresses, cookies and other information collected passively, as further detailed in the [Privacy Policy](#)

CityAds collects and/or process your personal data for the following purposes:

- Personal Account registration in the Platform
- Use by the Publisher of the Platform
- Responding to the requests by the Publisher of service and support and providing such support
- Invoicing, billing, arranging for payments to the Publisher
- Participating by the Publisher in forums or blogs or social network pages of CityAds Group
- Sending newsletter and notifications (provided you always have right and possibility to unsubscribe from marketing emails)
- Contacting Publisher for contract performance purposes

Publisher personal data shall be saved in safe environment and shall not be transferred to any third party except for transfer to (i) CityAds group entities and their employees on the need to know basis, (ii) advertisers in case advertiser provided serious grounds that the Publisher is in breach of the Agreement and relevant Offer, or instead wants to negotiate special remuneration terms for the Publisher, (iii) if obliged so by applicable laws and (iv) we will never transfer to any third party your payment detail unless obliged so by law.

Publisher personal data shall be stored for 5 years after termination hereof for CityAds accountability purposes.

In case Publisher has any questions or needs any assistance to use its rights the Publisher shall contact CityAds Data Protection Officer at dpo@cityads.team.

The Parties agree and acknowledge that Publisher performance hereunder by default does not require submission, transfer or disclosure by the Publisher of any Internet user (third party) personal data to CityAds. Publisher shall send to CityAds anonymous information, having non-personally identifiable nature only. In case Publisher needs to use any tracking or cookies, including that of CityAds, on Publisher website the Publisher shall make necessary disclosures and receive proper consents from internet users (including compliance with DGPR), and CityAds accepts no responsibility or liability for your privacy rules and your fulfillment of your data protection obligations.

In case CityAds and Publisher so agree the Publisher may send to CityAds personal data of Internet users of Publisher Advertising platform, provided that the Publisher as controller and CityAds as processor entered into relevant agreement.

REMUNERATION

A Publisher is entitled to receive remuneration for a Target Action, accomplished as a result of the distribution of Advertising Materials by the Publisher in the Internet. Publisher remuneration net of any taxes shall be displayed in the Publisher personal account in the status “Available”.

Calculation of Publisher’s remuneration is performed in accordance with the price terms for a Target Action stated in the applicable Offer and the total quantity of accomplished Target Actions and per CityAds Platform statistics and billing. The Publisher hereby agrees that the price of a Target Action may change from time to time. The actual price of a Target Action which is applicable at the time a Target Action is accomplished shall be used to calculate the Publisher’s remuneration. The Publisher agrees that the calculation of accomplished Target Actions will be based on the data from the CityAds billing system. The amount of remuneration shall be shown as “Available” in the Publisher Personal Account.

The minimal sum of remuneration, available for payment, shall be shown in the Publisher Personal Account (in any Currency chosen by the Publisher), available in the CityAds Platform.

For settlements, the Publisher must specify its payment details in its personal account in the Cityads Platform and choose one of the available means for payment. Publisher bears responsibility for accuracy of the payment details in the personal account.

The Publisher acknowledges that in case of impossibility for CityAds to perform payment to the Publisher due to inaccuracy of the payment details, provided by the Publisher, Publisher undertakes to reimburse CityAds for all fees, bank costs, costs to find and return unsuccessful payment as well as any other damages in relation to the failed payment and further subsequent payment. The amount of such recovery may be debited the Publisher’s account.

The Publisher acknowledges and agrees that the Publisher’s remuneration, defined in the provisions hereunder, is the full and final settlement of any fees and no other Publisher costs to perform hereunder shall be reimbursed by CityAds.

The remuneration may be paid to the Publisher in any currency available to the CityAds Platform (at the discretion of the Publisher), as well as in the currency available in the CityAds Platform via electronic payment facilities providing that Publisher has an account in the selected currency with the option to operate via electronic payment facilities. The Publisher shall be responsible to ensure compliance of the requested means and currency of payment with applicable laws.

The payment shall be made by CityAds in accordance with the schedule of payment agreed by CityAds and the Publisher and stated in the Publisher personal account. Notwithstanding any scheduled payment dates, payment will only be made after Publisher provides invoice or other documents necessary for payment under applicable law. Publisher acknowledges and agrees that due to the CityAds Group intercompany settlements payment may be made by any of CityAds group companies, provided such payment is compliant with applicable laws.

The Publisher shall cooperate with CityAds and shall promptly upon request accomplish any actions or provide any documents as may be requested by CityAds for tax and accounting purposes.

Any expenses or other fees incurred as a result of or in connection to the distribution of Advertising Materials by the Publisher will not be reimbursed.

Any fees related to the transfer of remuneration shall be born by the parties in proportions agreed for relevant means of payment and currency in the Publisher Personal account. Information on the applicable taxes shall be also available in the Personal Account.

The Publisher acknowledges and accepts that, for technical reasons or due to non-payment by the Advertisers, the transfer of remuneration may be delayed. No interest will accrue on any late or delayed payments for the whole period of delay and CityAds will not be liable for any penalty fees as a result of the delay.

The Publisher acknowledges and agrees that in case of a breach by the Publisher of the terms of the Offer whilst distributing Advertising Materials, the payment of remuneration may be suspended for a period of time required by the CityAds Platform to investigate the breach. The Publisher acknowledges that in case when after the payment of the remuneration, it emerged that the Publisher was not entitled to one, the Publisher shall draw back the sum. The aforementioned remuneration can be credited towards payment of further remunerations the Publisher is entitled to; the amount of such remuneration can be debited from Publisher's account. CityAds may at its own discretion set off any amount due from CityAds to the Publisher against any amount due from the Publisher to CityAds.

UNSANCTIONED ACTIONS

A Publisher shall act in good faith whilst distributing the Advertising Materials, in accordance with the terms of the Offers and with regard to the restrictions and obligations of these Rules.

A Publisher shall have the right to use any Traffic Source for the distribution of Advertising Materials, provided that in the Offer:

- A) the Advertising platform is not specifically prohibited in the Offer as a Traffic Source;

For clarity, irrespective of the terms in the Offer, the following content is always prohibited to be present on the Advertising platform (“Negative content”):

- 1) Real or false depiction of violence, maleficent actions or accidents in video clips, games and films;
- 2) Strong sexual content, including pornography;
- 3) Extremist political agitation, able to radicalize certain social class;
- 4) Hate propaganda on the basis of race, religious or sexual discrimination;
- 5) Criminal, violence and maleficent actions propaganda, including weapon production, fraud or terroristic actions;
- 6) Online advertisements promoting (18+) content


B) the Advertising platform and the content of the hosting website (if applicable) must comply with all applicable laws and regulations, as well as the law of the country where the Advertiser and/or Publisher and/or geotargeting audience is resident.

The Publisher acknowledges and agrees that any Traffic Source which is used by the Publisher may be monitored by the CityAds Platform and the Advertiser, but neither Advertiser nor CityAds shall be obliged to do so or held liable for not doing so. Upon receiving a request to disclose the Traffic Source from the CityAds Platform, the Publisher undertakes to within 1 (One) business day to disclose and provide the requested information. The Publisher acknowledges and agrees that failure to disclose a Traffic Source may result in access to the Offer being suspended and/or the Agreement terminated by CityAds unilaterally and extra judicially.

Upon receiving a request from the CityAds Platform to delete/remove any Advertising Materials from the stated Advertising platform, the Publisher undertakes to promptly take all necessary actions to remove/delete the specified Advertising Materials from the specified Advertising Platform. The Publisher hereby acknowledges and accepts that failure to comply with Clause 5 hereunder may result in access to an Offer being suspended or access to the CityAds Platform being restricted, if such failure causes the CityAds Platform or the Advertiser to suffer damages, as well as the payment of remuneration being suspended, and the Agreement may be terminated by CityAds unilaterally and extra judicially and the damages recovered from the Publisher.

The Publisher is forbidden and undertakes, warrants and guarantees that the Publisher shall not:

- A)** use Traffic Sources that breach the Terms and Conditions of the Offers;
- B)** use any technology, technical instruments and other means such as cookie stuffing (cookie dropping), as well as scripts, which allow the placement of cookies from websites, which were not visited or viewed by the Internet user, including but not limited to, using pop up, iframe as well as clicking on the address of an external website in the HTML tag of the current web page and substituting cookies to others, which belong to other websites and were not visited or viewed by the Internet user;
- C)** use Advertising Materials and any intellectual property, including but not limited to, trademarks of one Advertiser whilst distributing Advertising Materials under an the Offer of a different Advertiser;
- D)** use the trademark of the Advertiser when creating Advertising Materials, without the consent of the Advertiser, unless otherwise specified in the Offer.
- E)** use, submit for registration, register any results of intellectual activity and means of legal entities’ individualization, identical, similar or containing trademarks, logos, domain names, and other results of intellectual activity and means of individualization used or registered

by any CityAds Group company, including but not limited to the word “CityAds” and/or  logo

G) reveal commercial terms of cooperation with Cityads to third parties;

J) make or cause (directly or indirectly) any adverse or derogatory comments in any form (including via Internet or mass media) about each the CityAds, its affiliates, directors or employees or do anything which shall, or may, bring CityAds, its affiliates, directors or employees into disrepute, generally to conduct himself in good faith and shall not do anything which is detrimental to the good name of CityAds, its affiliates, directors or employees.

ACCESS, OPERATION AND AVAILABILITY

The CityAds Platform is available in several languages, which can be chosen by the Publisher in the interface of their personal account. The functionality of the CityAds Platform may be changed or modified at any time without prior notice to the Publisher. The CityAds Platform may not be available at all times during periods required for technical maintenance as well as for other reasons, a decision may be made for the CityAds Platform to cease operating or any part thereof. The CityAds Platform is provided “AS IS” and no representation or warranty is given with regard to the suitability or availability of the CityAds Platform or any part thereof for use in any particular jurisdiction and no representation or warranty is given regarding the continuous, error-free, virus-free operation of the Platform or that its servers will always be in a good working condition.

LIMITATION OF LIABILITY

Under no circumstances will CityAds or any legal entity, which is a part of CityAds Group, as well as its shareholders, subsidiaries, affiliated entities, licensees, agents, authorised representatives, including management and employees, be liable to the Publisher, its subsidiaries, employees, agents, counterparties, partners or other affiliated entities for any forms of liability (other than liability which cannot be excluded such as liability for death or personal injury) which may arise out of or in connection to the Publisher’s acceptance of these Rules, or any other accidental, direct or indirect, punitive, actual or consequential damages, special, damages or other damages such as exemplary damages (additional compensation awarded by a court amounting to more than the actual losses), including damages for loss of profits or loss of expected gain, moral damages, loss of business reputation, loss of data or loss of any other intangible property, caused as a result of using the CityAds Platform. The Publisher accepts full liability for any damages of any kind arising from or connection to the use of the CityAds Platform or the inability to access or use the CityAds Platform by the Publisher. CityAds liability hereunder to the Publisher shall be for all purposes (except for personal injury and fraud or fraudulent misrepresentation) limited to USD 500 for all term of these Rules.

INDEMNIFICATION

The Publisher undertakes to indemnify, defend and hold harmless any legal entity, which is part of the CityAds Group, united under the CityAds trademark, as well as its licensees, shareholders, subsidiaries, affiliated entities, parent companies, authorised representatives, including officers, directors and employees, counterparties, including Advertisers (“Indemnified parties”) from any

and all claims, losses or damages caused by the Publisher, its subsidiaries, employees, agents, counterparties, partners or other affiliated entities, as well as fully indemnify the Indemnified parties from any and all claims and losses, expenses (including reasonable legal fees), costs arising from or in connection to any third party claims as well as any liability for payment orders, legal claims or suites, damages, losses, court rulings and judgments, penalties, sanctions, costs, expenses for legal services and representation required as a result of:

A) any breach of any provision of these Rules by the Publisher;

B) failure to observe or infringement of any third party rights, including but not limited to the rights of other Publishers;

C) unsanctioned use of the CityAds Platform.

D) breach by the Publisher of DGPR or any applicable data protection laws and regulations.

WAIVER OF LIABILITY/ RELEASE OF ALL CLAIMS

The Publisher hereby covenants not to bring any action, legal, equitable or otherwise, or to make any claim whatsoever against any company, which is a part of the CityAds Group, united under the CityAds trademark, as well as its licensees, shareholders, subsidiaries, affiliates entities, parent companies, authorised representatives, including officers, directors and employees, counterparties, including Advertisers, as well as any other entity, whether actual or apparent as a result of or in connection with any action or inaction by the CityAds Group of companies, united under the trademark CityAds, as well as its licensees, shareholders, subsidiaries, affiliated entities, parent companies, authorised representatives, including officers, directors and employees, counterparties, including Advertisers.

GOVERNING LAW

These Rules shall be governed and construed in accordance with the laws of Cyprus. The legislation which is closely connected to the conditions of the Offer, shall apply to the Offer. The legislation which is closely connected to the conditions of the Offer shall mean the legislation of the country where the Advertiser is registered.

DISPUTE RESOLUTION

The Publisher is entitled to consult the CityAds Platform customer service representatives via its personal account. All disputes which may arise out of or in connection with these Rules shall be settled in the courts of country where Respondent is localized.

SEVERABILITY

If a court of a competent jurisdiction finds any provision of these Rules unlawful, void or finds that for any reason they cannot be legally enforced, such provision shall be deemed severed to such an extent as to make it legally enforceable or severed completely from these Rules, but this will not affect the validity and legal enforceability of any remaining provisions.

CHANGES TO THE RULES

These Rules may be modified, updated, revised or otherwise changed or amended at any time, and new or additional rules, policies or conditions may be established. CityAds shall notify the Publisher of such changes by directing a notice by email to the email address indicated in the personal account of the Publisher or by publishing new version of these Rules on the CityAds Platform. In case of material changes the date of current version of the Rules shall be changed.

All amendments to these Rules will come into force immediately and will be incorporated into these Rules when such notice has been sent or distributed or new Rules were published. The Publisher is solely responsible for regularly reviewing these Rules.

Use of the CityAds Platform or any part thereof, after any changes to these Rules have been stated in the notice on the CityAds Platform or otherwise made available to the Publisher, will be deemed as acceptance of such changes and will reflect the willingness of Publisher to be bound by them. If the Publisher does not agree to any such changes, the only available form of refusal for the Publisher is to stop using the CityAds Platform.

NO FUTURE ACCESS RIGHTS

These rules do not confer the Publisher any rights whatsoever of access to the CityAds Platform in the future. The Publisher agrees that access to a specific Offers and the CityAds Platform may be suspended at any time and for any reason, with or without notice. Any company, which is part of the CityAds Group, united under the CityAds trademark, will be liability can be liable to the Publisher for any cessation of PUBLISHER's access to Offers or the CityAds Platform.

MISCELLANEOUS

The Publisher unequivocally acknowledges and agrees that access to the CityAds Platform cannot be provided without the obligations and restrictions set out in these Rules.

The Publisher agrees that it is not an agent, employee, joint venture or partner of any company, which is part of the CityAds Group, united by the CityAds trademark, and that the Publisher is engaged as an independent contractor.

The Publisher is solely responsible for accounting and payment of any and all applicable taxes and other payments/fees, which may be required by law of the country where they is resident.

These Rules shall remain in full legal force for the provisions which by their nature should survive termination hereof regardless of whether the Publisher ceases to be registered or use the CityAds Platform for any reason whatsoever or any of CityAds or the Publisher terminates these Rules.