

AdsGram Terms of Service

First published on: 14.02.2025

Last revised on: 12.02.2025

THESE ADSGRAM TERMS OF SERVICE GOVERN YOUR ACCESS TO AND THE USE OF THE ADSGRAM PORTAL (AS DEFINED BELOW) AND ANY SERVICES PROVIDED BY ADSGRAM (“SERVICES”).

THESE ADSGRAM TERMS OF SERVICE TOGETHER WITH ANY DOCUMENTS EXPRESSLY INCORPORATED BY REFERENCE (“TERMS”) ARE ENTERED INTO BY AND BETWEEN YOU, WHETHER PERSONALLY OR ON BEHALF OF AN ENTITY, AS A USER OF ADSGRAM PORTAL (“USER” OR “YOU”, AS DEFINED BELOW) AND THE COMPANY (AS DEFINED BELOW, THE “COMPANY” OR “WE”), AND CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. YOU AND THE COMPANY ARE EACH A “PARTY” AND, TOGETHER, THE “PARTIES” TO THESE TERMS.

PLEASE READ THE TERMS CAREFULLY BEFORE YOU START TO USE THE PORTAL OR ANY OF THE SERVICES. BY ACCESSING OR USING THE PORTAL AND USING THE SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STIPULATED IN THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, OR ANY OF THESE TERMS IS UNACCEPTABLE FOR YOU, YOU MUST NOT ACCESS OR USE THE PORTAL OR ANY OF THE SERVICES.

WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE OR MODIFY THESE TERMS AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU. ANY AND ALL CHANGES OR MODIFICATIONS WILL BECOME EFFECTIVE IMMEDIATELY UPON PUBLICATION ON THE PORTAL (WITH THE “LAST REVISED” DATE ON THE TOP) AND YOU AGREE AND ACKNOWLEDGE THAT YOU WILL NOT BE EXPLICITLY NOTIFIED ABOUT POSSIBLE AMENDMENTS AND MODIFICATIONS. BY CONTINUING TO ACCESS THE PORTAL AND THE SERVICES ONCE REVISED TERMS ARE PUBLISHED, YOU AGREE TO BE BOUND BY ITS TERMS. PLEASE ENSURE THAT YOU CHECK THE APPLICABLE TERMS EVERY TIME YOU USE OUR PORTAL IN ORDER TO UNDERSTAND WHICH TERMS APPLY. IF YOU HAVE ANY QUESTIONS OR COMMENTS REGARDING THESE TERMS, PLEASE CONTACT US THROUGH TELEGRAM SUPPORT CHANNEL @ADSGRAMSUPPORT.

TO BE ELIGIBLE TO USE OR ACCESS THE PORTAL, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PORTAL, YOU MUST BE, IF INDIVIDUAL, OF LEGAL AGE TO FORM A BINDING CONTRACT (AT LEAST 18 YEARS OLD IN MOST JURISDICTIONS; OR THE APPLICABLE AGE OF MAJORITY AND CONTRACTUAL CAPACITY IN YOUR COUNTRY OF RESIDENCE). BY ACCESSING OR USING THE PORTAL, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PORTAL, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. IF YOU ARE USING OR ACCESSING THE PORTAL, INCLUDING ANY SERVICES OFFERED ON OR THROUGH THE PORTAL, ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT SUCH LEGAL ENTITY IS DULY ORGANIZED AND

VALIDLY EXISTING UNDER THE APPLICABLE LAWS OF THE JURISDICTION OF ITS ORGANISATION; AND SUCH A LEGAL ENTITY DULY AUTHORIZES YOU TO ACT ON ITS BEHALF.

1. Interpretation and definitions

- 1.1. The following capitalized terms shall have the meanings hereinafter assigned to them unless the context clearly otherwise requires:

"Applicable Law(s)" refers to all national, regional, or international laws, statutes, regulations, rules, ordinances, directives, and orders that are relevant and enforceable with respect to the business operations, activities, transactions of the Users and their interaction with the Portal, access to the Portal and use of the Services, including those governing the creation, production, access to and content of the advertising materials and advertisements.

"Ad SDK" shall mean Advertising Software Development Kit, which is a collection of software tools and libraries that developers use to integrate advertisements into their apps or websites. It allows developers to display ads, track ad performance, and manage ad networks to generate revenue from their applications.

"Advertiser" shall mean User which is the business, organization, or individual who uses the Portal and Services to promote their products, services, or content. Advertisers create and manage ad campaigns targeting Telegram users through the AdsGram Portal.

"Advertising Fees" or **"AdsGram Fees"** are any fees applicable to and payable by the Advertiser to the Company.

"Game Publisher Fees" refers to the fees applicable and payable by the Company to the Game Publisher as remuneration for showing ads to End Users;

"Sanctions" means any economic or trade sanctions, embargoes, or restrictions imposed by any governmental authority, including but not limited to the United Nations, the European Union, the United States government, or any other relevant jurisdiction, that may restrict or prohibit the provision of goods, services, or financial transactions with certain individuals, entities, or countries.;

"Claims" shall have the meaning set out in **Clause 12**;

"CPC" shall mean Cost Per Click;

"CPM" shall mean Cost Per Mile;

"Company" or **"we"** shall mean **AdsGram**; the ecosystem provider and all other ecosystem entities.

"Ecosystem Provider" shall mean **Company** and all other entities serving the operations of the Company;

"End User" refers to the Users who are presented with ads via the mini apps;

"Game Publisher" refers to a User who is developer or owner of a game or mini-app on Telegram who integrates AdsGram's advertising services into their application to monetize their content

"Indemnified Party(ies)" shall have the meaning set forth in **Clause 12**;

“Intellectual Property” shall have the meaning set forth in **Clause 15**;

“Last Revised” shall mean the latest version of the Terms denoted by its date positioned at the top of the document;

“Mandatory Policies” refer to Privacy Policy, List of Prohibited Jurisdictions, KYC Policy, Fee Schedule, Moderation Rules and any and all other mandatory rules and policies adopted by the Company (as amended from time to time), published on the AdsGram Portal, and binding on the Company and the Users;

“AdsGram Portal” or “Portal” shall mean the AdsGram Portal accessible through the website <https://adsgram.ai/>

“Privacy Policy” shall mean AdsGram Privacy Policy, accessible at the Website and incorporated herein by reference, for additional information regarding our privacy terms.

“Prohibited Jurisdiction” shall mean all of the prohibited jurisdictions as listed in the List of Prohibited Jurisdictions;

“Services” shall have the meaning as set out above;

“Sanctions” means any economic or trade sanctions, embargoes, or restrictions imposed by any governmental authority, including but not limited to the United Nations, the European Union, the United States government, or any other relevant jurisdiction, that may restrict or prohibit the provision of goods, services, or financial transactions with certain individuals, entities, or countries.

“Terms” shall mean these AdsGram Terms of Service, including any other documents incorporated herein by reference;

“Third Party Content” shall have the meaning as set out in **Clause 9**;

“Third Party Services” shall have the meaning as set out in **Clause 9**;

“User” or “you” shall mean you, the user of the AdsGram Portal, either as an Advertiser, Game Publisher or End User;

“User Account” refers to the account made by Advertiser or Game Publisher;

“Wallet” shall mean a digital account feature that allows Users to manage their financial transactions within the Portal. It serves as a centralized repository for funds, enabling seamless payment and budgeting for advertising campaigns;

“Website” shall mean the Company’s website located at <https://adsgram.ai/>.

2. Representations and warranties

2.1. By accessing the Portal and/or using the Services, you, **as a User**, represent and warrant that:

2.1.1. you have full legal capacity and authority to agree and bind yourself to these Terms;

2.1.2. if individual, you are at least eighteen years of age or of the applicable age of majority and contractual capacity in your jurisdiction;

- 2.1.3. if you access the Services on behalf of a legal entity, that (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such a legal entity to act on its behalf and (c) that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity.
- 2.1.4. you are aware of Applicable Laws and regulations governing your access to the Portal and use of the Services. You shall be solely responsible for ensuring compliance with the various Applicable Laws, and you shall be solely liable for any liability that may arise due to a breach of your obligations in this regard;
- 2.1.5. your use of the Services is (a) not prohibited by any Applicable Law (as applicable to you and your use of Services and access to Portal), and (b) at all times compliant with any Applicable Law (as applicable to you and your use of Services and access to Portal);
- 2.1.6. you take steps to ensure the confidentiality of your personal and confidential information and restrict access to the devices you use to access the Portal.
- 2.1.7. You will comply with the **Privacy Policy**, **KYC (Know Your Customer) Policy**, **Moderation Rules**, and all other Mandatory Policies that are applicable to you. By agreeing to these Terms, you, as the User, agree to adhere to these Mandatory Policies while using the Services provided by AdsGram and understand the importance of compliance with all relevant regulations and guidelines contained therein.
- 2.1.8. you have carefully reviewed the content and have understood and agreed to these Terms completely (including all other documents, incorporated herein by reference);
- 2.1.9. you are not a resident or citizen or from any of the Prohibited Jurisdictions, as defined in the **List of Prohibited Jurisdictions** available on the Website.
- 2.1.10. you are not subject to any Sanctions.
- 2.1.11. you waive the right to participate in a class or representative action lawsuit or a classwide arbitration against the Company and any of its representatives or affiliates.
- 2.2. By accessing the Portal and/or using the Services, you, as an **End User**, additionally represent and warrant that:
 - 2.2.1. your access and interaction with the advertisements that are subject to the Services does not violate any Applicable Laws.
- 2.3. By accessing the Portal and/or using the Services, you, as an **Advertiser**, additionally represent and warrant that:

- 2.3.1. you are solely responsible for access to the Portal and use of the Services and, if applicable, for all activities that occur on or through your User Account;
 - 2.3.2. when using the Services, you do not advertise any scam or fraudulent projects, products or services, and your advertising activities and content is fully legal and in accordance with all Applicable Laws;
 - 2.3.3. your advertising content and advertisements do not include any racist, hateful, discriminatory, antisemitic, derogatory, pornographic or violent content, does not infringe any intellectual property rights of any third parties, and is fully legal and in accordance with all Applicable Laws;
 - 2.3.4. when accessing the Portal and using the Services, you do not infringe on intellectual property or the rights of third parties;
 - 2.3.5. when using the Portal and Services, you will comply with and act in accordance with the Advertiser Moderation Rules and all other Mandatory Policies.
- 2.4. By accessing the Portal and/or using the Services, you, as a **Game Publisher**, additionally represent and warrant that:
- 2.4.1. you are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your User Account;
 - 2.4.2. your activities are legal and in accordance with the Applicable Law;
 - 2.4.3. any published material is in compliance with the moderation rules;
 - 2.4.4. you are not attempting or shall never attempt to manipulate statistics or any data.

3. Account

- 3.1. To be able to use the Services provided by the Company as an Advertiser or Game Publisher you will need to create an account as well as provide certain registration details or other information. It is a condition of your use of the Portal and any of the Services, that all the information you provide is accurate, correct, current, and complete. You agree that all information you provide is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 3.2. You are responsible for implementing reasonable measures for securing your account, user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Portal accounts are personal to you and agree not to provide any other person with access to the Portal, or portions of it, using your user name, password, or other security information. You are not allowed to use another User's account. You agree to notify us immediately of

any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The Company cannot and will not be liable for any loss or damage (including, for the avoidance of any doubt, any loss of funds) arising from your failure to comply with this **Clause 3.2** or to secure your Portal accounts and passwords, including, but not limited, to selecting a password that is not easily compromised.

4. Services

4.1. Services provided by the Company to the Advertisers:

4.1.1. **Creation of Ad Campaigns and Traffic Generation:** Advertisers are granted access to create, manage, and execute advertising campaigns through the Portal with the intention of generating traffic through the display of ads to End Users;

4.2. Services provided by the Company for Game Publishers:

4.2.1. **Integration of Ad SDK and Earning Game Publisher Fees:** Game Publishers are permitted to integrate the Portal's Ad SDK into their applications or games in order to display advertisements and generate revenue for each ad shown to End Users (as Game Publisher Fees).

4.3. General Terms:

4.3.1. **Access to Services:** Both individuals and legal entities (companies) are eligible to use the Company's services, provided they comply with the Company's registration and eligibility requirements as set out in these Terms and Mandatory Policies.

4.3.2. **Payment Methods:** All Adsgram Fees, and payments for ad campaigns, ad display services, Advertising Fees and any other fees or earnings are handled through the internal balance, which may be topped up using USDT (Tether) or other cryptographic currency as accepted and supported by the Company at times.

4.3.3. **Modification of Services:** The Portal reserves the right to modify or update the billing models, services, payment methods and systems and supported cryptographic tokens, and any other payment or billing terms at its sole discretion. Users will be notified of any significant changes to such terms.

4.3.4. By using the Portal and Services, all Users agree to these payment terms and conditions as outlined above.

4.4. For the purposes of provision of the Services, the Company collaborates with its partners, including advertisers and game publishers, by providing relevant statistical and other data and insights to support their operations and optimize performance. All shared data is provided in a manner that

respects User privacy and complies with applicable data protection laws and regulations. AdsGram ensures that information sharing is limited to what is necessary to fulfil the intended purposes of its Services. The scope of collaboration and information sharing includes:

- 4.4.1. **For Advertisers:** AdsGram shares campaign performance data such as a **number of ad shows, clicks, and spending metrics** to help advertisers assess and improve their campaigns.
- 4.4.2. **For Game Publishers:** Aggregated statistics are shared with game publishers, including data on **ad shows, clicks, and revenue generated** from ads displayed within their applications.
- 4.5. **Changes to Services.** The Company reserves the right, in its sole discretion, to modify or discontinue, temporarily or permanently, the Portal or the Services or any part thereof with or without notice. You, as a User, agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Services.
- 4.6. **Tech works and Experiments.** The Company may, from time to time, conduct technical tests, updates, or experiments relating to the Advertising Materials, the AdsGram Advertising network, and/or the relevant advertising portals. Such tests, updates, or experiments may result in minor modifications to the functionality, statistics, appearance of advertisements, or other aspects of the services provided. The Parties further agree that these minor modifications shall not constitute a breach of the Company's obligations hereunder, provided they are carried out in good faith and do not materially affect the use or performance of the services.

5. Collaboration with TON Foundation

- 5.1. AdsGram also maintains a partnership with the TON Foundation, a foundational entity of the TON blockchain ecosystem. This collaboration reflects AdsGram's commitment to staying at the forefront of blockchain innovation, ensuring a secure, compliant, and efficient experience for all users. Therefore, through this collaboration:
 - 5.1.1. Advertisers can utilise Toncoin (TON) to make seamless transactions and payments within the Portal.
 - 5.1.2. AdsGram integrates blockchain technology to enhance Portal functionality.
- 5.2. The blockchain and cryptographic payment infrastructure is provided by the TON Foundation as a third-party service provider. The Company assumes no responsibility in this regard.
- 5.3. When interacting with any cryptographic assets and blockchain within the Portal or in connection to the Services, you, as a User, acknowledge all risks (including the possibility of technical issues on the blockchain, reduction or loss of value or functionality, as well as tax and legal limitations and risks) associated with the use of cryptocurrency assets, which, due to the novelty of blockchain technology, cannot be fully excluded.
- 5.4. In line with our deep connection to the TON Foundation, AdsGram may offer certain services related to the TON blockchain ecosystem, including TON wallet integration and cryptocurrency conversion services. If these services are provided, we ensure they comply with the security and operational

standards set forth by the TON Foundation. By using these services, users acknowledge their understanding of the potential risks involved with cryptocurrency transactions and agree to abide by the terms and conditions set by both AdsGram and the TON Foundation.

- 5.5. By agreeing to these Terms Users agree that all Game Publisher Fees and Advertising Fees will be paid in cryptocurrency tokens via the TON blockchain.
- 5.6. You, as a User, represent, warrant and guarantee that, prior to using cryptocurrency assets based on the TON blockchain system, you have consulted, if necessary, with appropriate IT, tax, legal, financial, and other professional experts.
- 5.7. AdsGram is committed to ensuring that all data handling and services provided in connection with the Telegram and TON ecosystems are compliant with relevant legal standards. However, AdsGram is not responsible for any actions or data misuse by third parties, including the TON Foundation or external Advertisers. Users are advised to review the privacy policies and terms of service of any third-party applications or services they interact with, including those associated with the TON Foundation, to fully understand the scope of data collection and usage.

6. Fees and Taxes

- 6.1. As an Advertiser or Game Publisher, by using the Services you agree to pay all our applicable fees. Any fees or any other prices of the Services shall be stated at all times on our Portal and made available to you before requesting and using the Services. Unless explicitly stated otherwise, all fees and prices are exclusive of any applicable value-added tax (VAT) (if applicable) or other taxes or mandatory public charges (if applicable).
- 6.2. The fees (which can be determined either as CPM, CPC, CPA or otherwise) are determined and set by the Company's sole and exclusive discretion, in accordance with the **Fee Schedule** and any other rules as published and available on the website (which may be subject to change at any time, at the Company's sole and exclusive discretion).
- 6.3. AdsGram employs a fee system based on performance metrics, ensuring transparency and fairness for both Advertisers and Game Publishers. It provides detailed fee breakdowns through the Portal dashboard. Users are encouraged to regularly review their statistics and reach out to support in case of discrepancies or concerns.
- 6.4. **Advertising Fees:** Advertising Fees are based on either the CPM model, where charges are applied for every pre-determined number of impressions (ad views) or the CPC model, where Charges are based on the number of clicks generated by the ad, or the CPA model, where Charges are based on the number of targeted actions generated by the ad. Detailed statistics, including impressions, clicks, and spending, are available to Advertisers for campaign optimization.
 - 6.4.1. Fees calculated based on CPM: Advertisers will be charged based on CPM, which refers to the cost per pre-defined number of ad impressions (ad shows). The fees will be calculated according to the number of ad impressions delivered;

- 6.4.2. Fees calculated based on CPC: Advertisers will also be charged based on CPC, where billing occurs for each click on their advertisements;
 - 6.4.3. Fees calculated based on CPA: Advertisers will also be charged based on CPA, where billing occurs for each target action made by the end user after interacting with or watching the advertisements;
 - 6.4.4. Internal Balance and Top-Up: Advertisers can top up their internal balance using USDT (Tether) for the purpose of funding their advertising campaigns. The internal balance will be used for payment of all advertising services provided by the Company on the platform.
- 6.5. **Game Publisher Fees:** Game Publishers are remunerated using the CPM, CPC or CPA model. The Revenue is calculated based on valid and genuine impressions or clicks attributed to ads displayed in their applications. Game Publishers agree that any fake or bot or otherwise ingenuine traffic, views or engagement shall be excluded and shall not count towards and Game Publisher Fees, whereby the Company reserves the right to determine such fake, bot or otherwise ingenuine traffic at its sole and exclusive discretion on individual basis or in accordance with rules (as they might be amended from time to time) as set by the Company, also at its sole and exclusive discretion. Publishers have access to aggregated statistics, showing the number of ad views, clicks, and revenue earned.
- 6.5.1. Fees based on CPM: Game Publishers will earn revenue based on the CPM model, which compensates them for every pre-determined number of ad impressions shown within their applications or games.
 - 6.5.2. Fees based on CPC: Game Publishers will also earn revenue based on CPC, where they are compensated for each click made by Users on the displayed ads.
 - 6.5.3. Fees based on CPA: Game Publishers will also earn revenue based on CPA where they are compensated for each action made by Users on the advertised app or website after interacting or watching the displayed ads.
 - 6.5.4. Withdrawal of Funds: Game Publishers are entitled to withdraw the Game Publisher Fees (as earnings) they generate from displaying ads, subject to the Portal's withdrawal procedures, terms, and conditions. Withdrawals will be processed according to the Company's defined rules, including applicable fees and minimum withdrawal limits. The Company reserves the right to change or modify such rules at its sole and exclusive discretion at any time.
- 6.6. **Taxes.** You bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with your use of the Portal and the Services, and/or payable as the result of using and/or exploiting any assets and interacting with smart contracts.
- 6.7. **Fee changes.** We may, in our sole discretion and at any time, modify the fees (Advertising Fees or Game Publisher Fees) for the Services. We will provide you with reasonable prior notice of any change in fees to give you an opportunity to terminate your account before such change becomes

effective. If you do not agree to the fee change you must cancel your account in order to avoid any future charges. If you use the Services after a fee increase you will be deemed to have accepted the fee change. We will not be liable to you or any third party for any fee change.

6.8. **Refunds.** Except when required by law, any paid fees are non-refundable.

7. **Anti-Fraud Measures**

- 7.1. AdsGram reserves a right to employ a robust anti-fraud system to filter out invalid traffic, such as bot-generated impressions or clicks. Fraudulent traffic is excluded from both Advertiser and Game Publisher statistics to maintain accuracy and fairness.
- 7.2. The Company aims to protect Game Publishers from risks associated with fraudulent or prohibited activities. In cases where the Advertiser is identified as responsible for fraud or gambling-related risks, such Advertiser shall bear full responsibility and liability. This includes, but is not limited to, situations where gambling ads are displayed in regions where they are prohibited by law or regulation. The Game Publisher will not be held liable for any violations resulting from such ads. The Company, while and despite taking certain minimum measures to mitigate such risks, shall bear no liability or responsibility for such content or ads, which remain the sole responsibility and liability of the Advertisers.
- 7.3. The Advertiser acknowledges and agrees that they are solely responsible for ensuring that their advertisements comply with all applicable legal requirements, including but not limited to Applicable Laws, in all jurisdictions where such advertisements are displayed. This responsibility extends beyond the jurisdictions where the advertisement is shown and includes compliance with the laws of any jurisdiction where the advertisement may have an impact.
- 7.4. The Advertiser accepts full and sole responsibility and liability for any risks associated with non-compliance with such legal requirements, including any potential penalties, fines, or legal actions. In the event of any legal issues arising from the Advertiser's failure to comply with these laws, the Advertiser agrees to indemnify and hold harmless the Company from any liability, damages, or costs incurred as a result of such non-compliance.
- 7.5. The Company shall not be liable for any legal consequences resulting from the advertiser's actions or failure to comply with the legal requirements of any country. The Advertiser acknowledges that they assume all risks associated with the legal compliance of their advertising content and will ensure it meets the necessary standards in all relevant jurisdictions.
- 7.6. In the Event where the Company suspects potential fraud being committed, the Company reserves the right at its sole discretion to freeze the suspected account for further investigation, upon such protocol, the Advertiser's funds shall be frozen immediately until the full completion of such investigation.

8. Users' responsibilities

8.1. You, as a User, shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:

- a) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of AdsGram;
- b) use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- c) use any robot, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof other than copying or exporting as permitted by the Terms;
- d) make any back-up or archival copies of the Portal or any part thereof, including the disassembling or de-compilation, or reverse-engineering of any of the closed-source or proprietary software running on the Portal;
- e) trade or obtain financing on or through the Portal;
- f) if you are a resident or national of a Prohibited Jurisdiction, access the Portal or any Services using any virtual private network, proxy service, or any other third-party service, network, or product with the intent of disguising your IP address or location;
- g) use the Services in (a) any unlawful manner or (b) for fraudulent or malicious activities, or (c) in any manner inconsistent with these Terms, or (d) violate any Applicable Laws in any manner.

8.2. By using the Services you expressly agree that you are solely responsible:

8.2.1. for keeping your own keystore files, passwords, mnemonic phrases and/or private keys. You are solely responsible for any loss to your Wallet. Your Wallet is not accessible by AdsGram nor by the Company, and AdsGram will not keep your keystore files, passwords, mnemonic phrases and/or private keys.

8.2.2. to familiarise yourself with the Portal, the Services, and its intended usage. You agree to follow all the requisite steps involved in using the Portal as intended. We will not be liable for any wrongful use of the Portal due to User error.

9. Acknowledgement and assumption of risks

9.1. By engaging with our Portal and using the Services, you acknowledge and assume the inherent risks associated with the Portal. Risks include, but are not limited to, the following:

- a) **Scams in Ad Network.** AdsGram will not be held responsible for any losses incurred by Users as a result of engaging with malicious or fraudulent ads. If a User views an ad and visits a website that turns out to be a scam (e.g., a drainer that causes financial loss), the responsibility for the ad content and the User experience lies with the Advertiser. Users

should exercise caution when interacting with external links, and AdsGram encourages Users to report suspicious ads. Advertisers must ensure that all ads comply with Company guidelines and are free from any malicious intent.

- b) **Compromised Game Publisher Accounts.** AdsGram is not liable for any financial losses resulting from a compromised game publisher account, including unauthorized withdrawals of funds. Publishers are responsible for the security of their accounts and should implement robust measures, such as two-factor authentication (2FA), to protect their credentials. Any security breach affecting publisher accounts should be reported promptly to AdsGram for investigation, but AdsGram will not bear responsibility for any unauthorized transactions.
 - c) **Know Your Customer (KYC) Requirements.** AdsGram currently operates as a self-service Portal and does not require KYC (Know Your Customer) verification. However, AdsGram reserves the right to introduce a KYC process if needed in the future, especially to comply with regulatory requirements or prevent fraudulent activity. Advertisers are responsible for ensuring that their activities comply with relevant laws and regulations, including the necessary verification of Users when applicable.
 - d) **Compliance with Applicable Laws.** The responsibility for ensuring that ads comply with all applicable laws and regulations in the jurisdictions where the advertisements are shown lies solely with the Advertisers. This includes, but is not limited to, compliance with labeling requirements and any applicable consumer protection laws. AdsGram disclaims any responsibility for legal enforcement related to goods and services advertised on the Portal. Advertisers are responsible for adhering to all applicable legal standards, and any legal issues arising from non-compliance will be directed to the Advertiser exclusively, not AdsGram.
 - e) **Portal Liability.** AdsGram will not be held liable for any direct, indirect, incidental, or consequential damages arising from technical errors, bugs, hacker attacks, or scammer attacks on the Portal. While AdsGram might take certain measures to ensure the security and reliability of its Portal, Users and Advertisers acknowledge that no Portal is entirely immune to risks associated with online activity. All Users are encouraged to protect their Accounts and data with appropriate security measures.
- 9.2. You, as a User, agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself and that you access and use the Portal and the Services at your own risk. You acknowledge and agree that we are not liable for any losses, damages, or liabilities arising from the risks associated with the use of the Portal and the Services, and interaction with the published ads.

10. Exclusion of representation and warranties of the Company

- 10.1. We make no representations and warranties. The Services and the Portal are provided on an “as is” and “as available” basis. We make no guarantees of any kind in connection with the Services. Your use of the Services and the Portal shall be at your own risk. The Services and the Portal are provided

“as is”, without any express or implied warranty of any kind, including warranties of merchantability, merchantable quality, legal effect, accuracy, appropriateness, completeness, non-infringement, or fitness for a particular purpose. We do not warrant that the Services or the Portal will be error-free, will meet your requirements, or be timely and secure. You will be solely responsible for any damage resulting from the use of the Services and the Portal.

- 10.2. We make no warranties and representations that the Services and the Portal have been and will be provided with due skill, care and diligence or about the accuracy or completeness of Services and the Portal content. We assume no responsibility for:
 - 10.2.1. errors, mistakes or inaccuracies of content;
 - 10.2.2. personal injury or property damage, of any nature whatsoever, resulting from your access and use of the Services and the Portal;
 - 10.2.3. any unauthorized access or use of our servers and/or any and all personal information and/or financial information stored therein;
 - 10.2.4. any interruption or cessation of transmission to or from the Portal;
 - 10.2.5. any bugs, viruses, Trojan horse, or the like that may be transmitted to or through the actions of any third party;
 - 10.2.6. any loss of your data or content from the Portal; and/or
 - 10.2.7. any errors and omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services and the Portal.
- 10.3. You will not have the right to make or pass any representations or warranties on behalf of AdsGram to any third party.
- 10.4. **No endorsement.** We do not warrant, endorse, guarantee, or assume responsibility for any product or service offered by a third party through the Portal, and we will not be responsible for monitoring any transaction between you and the third-party providers of products or services. You are solely responsible for all your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Portal.
- 10.5. **No advice.** We do not provide investment advice in any manner whatsoever. Any information made available on the Portal should in no event be construed as providing any investment or other financial advice of any kind. You should always seek financial and/or investment advice and do your own independent research before using our Portal or our Services. If you choose to engage in transactions based on content on the Portal, then such decisions and investments and any consequences flowing therefrom are your sole responsibility.

11. Third-party content

- 11.1. The Portal may contain (or you may be sent via the Portal) references or links, third-party materials and third-party applications that are not controlled by us (“**Third Party Services**”). The Portal may also contain articles, photographs, text, graphics, pictures designs, music, sound, video, information, software and other content and items belonging to or originating from third parties (“**Third Party Content**”). Such Third Party Services and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us, and we are not responsible for any Third Party Services accessed through the Portal or any Third Party Content posted on, available through, or installed on the Portal, including the content, accuracy, offensiveness, opinions, reliability, privacy practises or other policies of or contained in the Third Party Services and Third Party Content. Such links should not be considered as endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that the use of such Third Party Services is solely at your own risk.

12. KYC and KYB requirements

- 12.1. The Company reserves the right to request from the Advertiser and/or Game Publisher to provide the Company with certain Know Your Customer (KYC) or Know Your Business (KYB) identification information before registering or signing up to the Portal. If the requested KYC / KYB identification information is not provided, the Company reserves the right to withhold the approval for the Advertiser or Game Publisher to register or sign up to the Portal.
- 12.2. The Company also reserves the right to request the Advertiser and/or Game Publisher to provide the Company with certain KYC or KYB identification information after the Advertiser or Game Publisher has registered on the Portal and at any time. If the Company determines, at its sole and absolute discretion, that it is reasonably necessary to obtain certain information about the Advertiser or Game Publisher in order to comply with any applicable laws in connection with these Terms, the Advertiser or Game Publisher shall provide the Company with such information promptly upon the request.
- 12.3. The Advertiser or Game Publisher explicitly acknowledges and agrees that the Company may at any time and without any liability (i) refuse to allow the Advertiser’s or Game Publisher’s registration on the Portal until such requested information has been provided to the reasonable satisfaction of the Company which is in Company’s sole discretion; (ii) remove the Advertiser or Game Publisher from the Portal or terminate the Services to the Advertiser or Game Publisher if such requested information has not been provided to the reasonable satisfaction of the Company which is in Company’s sole discretion.

13. Limitation of Liability

- 13.1. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of its representatives or any of the Company parties or any of the associated parties be liable for any

indirect, special, incidental, consequential, punitive or exemplary losses or damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, diminution of value, loss of use or data, loss or depletion of goodwill, loss of business opportunity, loss of contract, damages for business interruption, loss of anticipated savings, or the like) arising out of or in connection with any acceptance of or reliance on these Terms, or with the use of the Website, the Portal and/or the Services or otherwise related to these Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and any of its representatives whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or in any way related to these Terms, the access and use of or inability to use the Portal and/or the Services, exceed EUR 20.

- 13.2. In addition to the foregoing, the Company or any of its representatives or any of the Company parties or any of the associated parties will not be liable for any damages caused in whole or in part by:
- a) User error, such as forgotten passwords or incorrectly constructed smart contracts or other transactions;
 - b) Server failure or data loss;
 - c) Fraudulent, scam or harmful advertisements or content created by Advertisers;
 - d) Infringement of any third party Intellectual Property Rights by Advertisers, Game Publishers or End Users;
 - e) Violation of any Applicable Laws by Advertisers, Game Publishers or End Users;
 - f) Any change in law, regulation, or policy;
 - g) Events of force majeure; or
 - h) Any third party actions.
- 13.3. To the fullest extent as permitted by law, access to and use of the Services or third-party sites and products are at your own discretion and risk, and you will be solely responsible for any damage or loss of data resulting therefrom.
- 13.4. **Remedies Limitation.** Under no circumstances shall the Company or any of its representatives or any of the Company parties or any of the associated parties be required to deliver to you any virtual currency as damages, make specific performance, or any other remedy. If you would base your calculations of damages in any way on the value of the cryptographic currency, you agree that the calculation shall be based on the lowest value of the virtual currency during the period between the accrual of the claim and the award of damages.

14. **Reservation of rights**

- 14.1. The Company reserves the right to deny, remove or suspend any advertisement or any other content (though we are not obligated to do so) that does not comply with the rules as defined by the moderation policy (which may be changed at Company's sole and exclusive discretion at any time and without any prior notice) or if we determine that it involves or may involve the promotion of fictitious, harmful, illegal content, fraud, or content that contains pornographic, harmful, hateful, discriminatory, racist, intolerant, or hostile material, or violates the rights of third parties (including but not limited to third-party intellectual property rights).

15. Indemnification

- 15.1. By agreeing to these Terms and accessing the Services, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless the Company, its past, present and future affiliates, subsidiaries and service providers, and each of their past, present and future officers, directors, agents, joint venturers, employees, representatives, partners, and licensors (collectively "**Indemnified Parties**", and each such person or entity individually, "**Indemnified Party**") from and against any and all actual or alleged claims, demands, damages, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise, (collectively, "**Claims**"), that arise directly or indirectly out of:
- a) your use or misuse of the Portal and the Services or any contract related thereto;
 - b) violation, breach or alleged breach of any provision of these Terms by you or any person using the Services on your behalf;
 - c) your violation of any applicable laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities;
 - d) anything you contribute to the Services;
 - e) your violation of the rights or obligations of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right;
 - f) your negligence or wilful misconduct;
 - g) your use of a third-party product, service, and/or website;
 - h) any misrepresentation made by you; or
 - i) any other matter for which you are responsible hereunder or under the Applicable Law.
- 15.2. You agree that your use of the Portal and Services shall be in compliance with all applicable laws, regulations and guidelines.
- 15.3. We reserve the right to assume, at your expense, the exclusive defence and control of any matter subject to indemnification by you. You agree to promptly notify us of any Claims and cooperate with our defence of any Claims. You will not in any event settle any Claims without our prior written consent.

16. Termination rights

- 16.1. These Terms shall remain in force and effect unless terminated while you use the Portal and/or the Services. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, suspend, terminate or deny access to or use the Portal (including blocking certain IP addresses) to any person for any reason or for no reason, including without limitation, for violation or breach of any representation, warranty or covenant contained in these Terms or any applicable law or regulation. We may, in our sole discretion and without notice, terminate your use or participation in the Portal or delete your account and any content or related information and files in your account and/or bar any further access to such files or the Services.
- 16.2. If we terminate or suspend your account and/or access the Portal and/or use the Services for any reason, you are prohibited from registering and creating a new account under your name, a fake and borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

17. Intellectual property

- 17.1. These Terms shall not be understood and interpreted in a way that they would mean the assignment of the Company's Intellectual Property rights unless it is explicitly defined so in these Terms. You may not use any of the Company's Intellectual Property for any reason, except with our express, prior, written consent.
- 17.2. The Website, the Portal and any of the Services, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to copyrights, patents, service marks, and registered trademarks, domain names and other proprietary rights, are the property of the Company and are protected by copyright, patent, trade secret and other intellectual property laws. Unless otherwise expressly stated, the Company retains any and all rights, title and interest in and to the Portal and the Services (including, without limitation, all Intellectual Property rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Portal and the Services is limited to the rights expressly granted in these Terms. No licenses to use any of the trademarks or any other Company's brands are to be inferred or assumed pursuant to the use of any of the Services. All rights not expressly granted to you are reserved and retained by the Company.

18. Privacy Policy

- 18.1. Please review our Privacy Policy, available at http://legal.adsgram.ai/privacy_current.pdf. By using the Portal, you agree to be bound by our Privacy Policy, which is incorporated into these Terms.

19. Force Majeure

- 19.1. We will not be in breach of these Terms or liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any event, circumstance or cause beyond our reasonable control.

20. Consumer Exclusion

- 20.1. As an Advertiser or a Game Publisher, you hereby acknowledge and represent that you are not considered a consumer in relation to the Services provided, and the provisions of any applicable consumer protection rules, or any consumer protection rights, including distance selling rules, shall be excluded to the fullest extent permitted by any applicable law. By using this Portal and the Services, you waive any consumer protection rights and distance selling rights that may be applicable under any relevant law.

21. Notices

- 21.1. We may provide any notice to you under these Terms by (i) posting a notice on the Portal; or (ii) sending an email to the email or Telegram address associated with you. Notices we provide by posting on the Portal will be effective upon posting, and notices we provide by email will be effective when we send the email.
- 21.2. To give us notice under these Terms, you must contact us through Telegram support channel @adsgramsupport. We may update this email address for notices to us by posting a notice on our Portal. Notices to us will be effective after they are sent.
- 21.3. All communications and notices to be made or given pursuant to these Terms must be written in the English language. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

22. Miscellaneous

- 22.1. **Entire Agreement.** These Terms, including all other documents, incorporated herein by reference, represent the entire agreement between you and us regarding the subject matter of these Terms, in particular, the use of the Portal, and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms.
- 22.2. **Severability.** In the event any one or more of the provisions of these Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provisions of these Terms, and the remaining provisions of these Terms will remain operative and in full force and effect.

- 22.3. **Assignment.** Without our prior written consent, you are prohibited from assigning these Terms and any rights, duties, and obligations contained herein. However, we retain the right to freely assign or transfer these Terms, in whole or in part, without any limitations.
- 22.4. **No Partnership.** These Terms are neither intended to, nor will be construed as creating a joint venture, partnership, or other form of business association between the Parties.
- 22.5. **Third Party Rights.** Unless expressly provided to the contrary in these Terms, no third party (i.e. person who is not party to these Terms) shall have any rights to enforce or to enjoy any benefit of any terms contained herein.
- 22.6. **No Waiver.** Any failure by the Company to exercise any of its respective rights, powers, or remedies under these Terms of Service, or any delay by the Company in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by the Company does not prevent either from exercising any other rights, powers, or remedies.
- 22.7. **Governing law.** These Terms will be governed by and construed in accordance with the laws of the Republic of Seychelles.
- 22.8. **Dispute resolution - Arbitration.** Any dispute, controversy or claim arising out of, or in relation to, this Agreement, between the Advertiser(s) and/or Game Publisher(s) and/or the Company, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the **Swiss Rules of International Arbitration** of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be **Zürich, Switzerland**. The arbitration proceedings shall be conducted in **English**.
- 22.9. **Dispute Resolution regarding End Users.** Any dispute, controversy or claim (including non-contractual disputes or claims) in relation to End Users, arising out of or in connection with these Terms or its subject matter or formation shall be governed by and construed in accordance with the laws of the **Republic of Seychelles** (with exclusion of any conflict of law rules that would lead to use of any other laws which are not the **Republic of Seychelles**). Each Party irrevocably agrees that the courts of the **Republic of Seychelles** shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.