



This document is an official public Offer of GREEN ADVANCE LLC and it contains all material conditions of the services rendering. If the below conditions are accepted and the payment is made, any legal entity or individual who accepts this Offer becomes the "Customer" (hereinafter collectively referred to as the "Parties"). Acceptance of the Offer is equal to the conclusion of a contract upon the conditions set forth in the Offer. In connection with the foregoing, carefully read the text below and if you do not agree with any clause of the Offer, GREEN ADVANCE LLC suggests you to refuse of the services.

DEFINITIONS

The ads+ Service (hereinafter referred to as the "Service") is a hardware and software complex which is a set of computer programs united by a common interface that allows to automatize ordering and placing of advertising and informational materials in the Internet.

Services on placement of informational, advertising materials are services provided by the Contractor for technical placement of advertising and informational materials of the Customer on various resources in the Internet.

The Customer is any legally capable individual, legal entity or individual entrepreneur who has accepted the conditions of this Offer.

Advertising campaign is a set of services ordered by the Contractor for placement of advertising and informational materials which is limited by the tariffs of the Service.

1. SUBJECT OF THE OFFER

1.1. The Contractor undertakes to provide the Customer with services on placement of informational, promotional materials through the Service in accordance with the Customer's requirements and upon the conditions of this Offer.

1.2. The Customer shall make payment under this Contract in accordance with section 4 hereof.

1.3. The material condition of this Contract is referred by the Parties as provision by the Customer of reliable information upon placing an application for the advertising campaign.

1.4. This Offer becomes valid only if the Customer accepts its conditions, i.e. making acceptance of the Contract.

1.5. The acceptance of this Offer for the conclusion of the Contract is transfer of monetary funds by the Customer to the Contractor's settlement account in accordance with the provisions hereof.

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

2.1. The Contractor is obliged:

2.1.1. to provide services on placement of advertising, informational materials, subject to the Customer's compliance with the procedure for paying for services in accordance with section 4 hereof and the Customer's approval of all interim reports submitted by the Contractor in the course of the services rendering.

2.1.2. Upon agreement with the Customer on the necessity of interim reports, to submit such reports to the Customer for approval. Interim reports include:

- lists of key queries used in contextual advertising;
- lists of negative keywords used in contextual advertising;
- texts of advertisements used in contextual advertising.

2.1.3. to provide services on placement of advertising, informational materials within 15 business days from the date of payment for services and provision by the Customer of all necessary information, subject to timely approval of interim reports by the Customer. This period is individually determined for each advertising network. If the Customer needs services on placement of advertising, informational materials in several advertising networks, the Contractor shall provide services for each advertising network in turn, within up to 15 business days for each advertising network.

2.2. The Contractor is entitled:

2.2.1. to refuse to provide services to the Customer when such provision is impossible due to technical or other natural reasons, as well as in the event that the Customer has provided insufficient or incorrect data required to fulfill obligations by the Contractor hereunder.

2.2.3. to refuse to provide services to the Customer for other reasons related to the Contractor's internal policy.

3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

3.1. The Customer is obliged:

3.1.1. prior to acceptance of this Contract, to carefully read all its terms and conditions as well as the rules for using the Service specified on: adsplus.io website. during the term of this Contract, to independently monitor amendments made to this Contract and posted by the Contractor on the Service website.

3.1.2. to timely provide the Contractor with informational, promotional materials which are required by the Contractor to fulfill its obligations hereunder.

3.1.3. to independently determine and inform the Contractor on the location of the Customer's website, the list of keywords, other conditions which are necessary for the Contractor to fulfill its obligations hereunder.

3.1.4. to make timely payments for the services in accordance with this Contract.

3.1.5. on its own and at its own expense, to resolve all disputes and to settle all claims and lawsuits of third parties, orders and requirements of the authorized supervisory bodies received by the Contractor in connection with placement, demonstration, other use of advertising or informational materials (including the intellectual activity results), if the above-mentioned use is related to this Contract, and to reimburse for all losses and expenses incurred by the Contractor in connection with such claims.

3.2. The Customer is entitled:

3.2.1. to monitor the performance of this Contract without interfering with the activities of the Contractor by sending requests to the technical support of the Service.

3.2.3. to exercise other rights which are stipulated by this Contract.

4. COST OF SERVICES, WORK ACCEPTANCE AND SETTLEMENTS PROCEDURE

4.1. The cost of services hereunder is determined at the Contractor's rates posted on adsplus.io website.

4.2. The Advertising Campaign specified in the Service shall be paid with an advance payment in the amount of 100 % (one hundred percent). The date of payment for the services is considered to be the date of acceptance of this Offer-Contract.

4.3. The cost of the Contractor's services on placement of advertising, informational materials is fixed for the entire period of the advertising campaign and it is not subject to unilateral changing.

4.4. Payment for services is made against an invoice issued by the Contractor in case of payment through a bank or on the basis of an invoice reference issued by the Contractor in case of payment with a bank card.

4.5. In case of changing of the bank details of the Contractor, from the date the Customer is informed about the new details and/or upon publishing them on the Service, the customer is solely responsible for correct payments to be made. The Customer's payment at the old details is considered to be improper, and the Customer may not present any property claims to the Contractor related to such payments.

4.6. Upon completion of the services rendering, the Contractor, through the Customer's personal account, provides the latter with a report on the results of the services rendered.

4.7. The Contractor changes the Service tariffs without additional notification of the Customers, through posting of new tariffs on adsplus.io website. New tariffs come into force on the date of their publication and apply to all services of the Service, at that, the new tariffs do not apply to those services that were paid by the Customer prior to their change.

5. LIABILITY OF THE PARTIES AND LIMITATION OF LIABILITY

5.1. The Customer and Contractor shall be liable in accordance with the applicable laws of the Republic of Latvia.

5.2. Under no circumstances the Contractor shall be liable hereunder for:

- any actions/omission which are directly or indirectly caused by the actions/omission of the Customer;
- any indirect losses and/or lost profit of the Customer and/or third parties regardless of the Contractor's ability to foresee such losses;
- use (impossibility to use) and any consequences of use (impossibility to use) by the Customer of the chosen method of payment for the services hereunder as well as for the use/impossibility to use by the Customer and/or third parties of any means and/or methods of transfer/receipt of information.

5.3. The Customer shall be fully liable for violation of the laws concerning advertising activities, violation of copyrights and associated rights, violation of intellectual property rights, but not limited to the above, including full liability for the content and form of informational and advertising materials posted. All property claims related to the above violations shall be settled by the Customer by its own and at its own expense.

5.4. The Contractor's total liability hereunder, for any claim in relation to this Contract, is limited by the amount of money paid by the Customer to the Contractor.

6. DISPUTE SETTLEMENT PROCEDURE

6.1. All possible disputes arising from the Contract or in connection with its performance shall be resolved by the parties through negotiations.

6.2. The parties establish that all possible claims under the Contract shall be considered and settled by the respondent party within thirty days from the date of their receipt.

6.3. If the parties do not reach a compromise as a result of negotiations, the dispute is subject to consideration in the Arbitration Court of Riga, the Republic of Latvia.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The parties are released from liability for partial or full failure to perform obligations hereunder if it was a consequence of force-majeure circumstances. Force-majeure circumstances are hereby understood to mean such circumstances (fire, flood, earthquake, the presence or absence of legislative norms, wars, terrorist acts, etc.) that have arisen after the conclusion of the contract as a result of unforeseen and inevitable events of an emergency nature which directly affect the performance of the contract. Circumstances are qualified as force-majeure circumstances by agreement of the parties or by arbitration court. In case of occurrence of force-majeure circumstances the terms of performance of this contract shall be prolonged for a period of effect of such circumstances.

7.2. The party which is prevented from performance of its obligations due to force-majeure circumstances shall immediately, within two weeks from the date of occurrence of such circumstances, notify the other party on the start and end of the effect of such circumstances. Untimely notification of the occurrence or termination of force-majeure circumstances deprives the party of the right to subsequently refer to them.

7.3. If, due to force-majeure circumstances, the delay in the performance of this contract is more than six months, each of the parties has the right to terminate this contract without reimbursement to the other party for any related expenses and (or) losses.

8. TERM OF THE CONTRACT AND PROCEDURE FOR TERMINATION THEREOF

8.1. This Contract is deemed to be concluded by the Offer acceptance by the Customer in accordance with cl. 1.5 hereof.

8.2. The validity term of this Contract is equal to the term of the Customer's advertising campaign.

8.3. Either Party may unilaterally terminate this Contract by notifying the other Party in writing 20 (twenty) calendar days prior to the expected date of termination.

8.4. In case of termination of the Contract the Parties are not released from performance of obligations hereunder which have arisen during its validity term.

9. MISCELLANEOUS

9.1. The Parties hereby warrant that they have necessary powers to conclude this Contract.

9.2. The Contractor has the right to independently make amendments to the text of this Offer by approving the text of the amendments and posting such amendments on the Service website not later than the date such amendments come into force.

9.3. On the date of acceptance of this Contract all previous correspondence, documents and negotiations between the Parties on matters previously constituting the subject matter of this Contract shall be nullified.

10. DETAILS OF THE CONTRACTOR

GREEN ADVANCE LLC

Nr. 44103136817

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adsplus.io Business Unit

Nr. 91411985325