KADAM USER AGREEMENT

Last update: Nov 5th, 2026

PLEASE READ THIS KADAM USER AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE KADAM SERVICE ("SERVICE"). BY CLICKING TO ACCEPT WHEN SIGNING UP OR WHEN REQUESTED, YOUR USE OF OUR SERVICE IS SUBJECT TO THIS AGREEMENT YOU AGREE TO BE LEGALLY BOUND BY THE AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT UNDERSTAND OR DO NOT ACCEPT THE AGREEMENT OR ANY PART THEREOF, THEN YOU CANNOT USE OUR SERVICE.

The Service comprises our platform ecosystem (collectively, the "Platform"), including, without limitation, https://www.kadam.net, https://pub.kadam.net, https://partners.kadam.net/, https://wiki.kadam.net, and any related websites, subdomains, and other associated online properties (collectively, the "Site"), together with all related documentation, technologies, features, and materials, including but not limited to software, design elements, graphics, images, logos, videos, text, animations, scripts, audio recordings, and other content made available by the Company (the "Website Content").

All intellectual property rights in and to the Platform are owned by Kadam CY Ltd, a company duly incorporated and existing under the laws of the Republic of Cyprus, registration number HE 424427, having its registered office at Omonoias 13, 3052 Limassol, Cyprus ("Kadam CY Ltd"). Kadam CY Ltd retains exclusive ownership of all intellectual property rights and does not itself provide any commercial services or process any user payments.

The actual rendering of services and the processing of all commercial transactions are carried out by operator of the Platform: Kadam Advertising Ltd, a company duly incorporated under the laws of the Republic of Cyprus, registration number HE 441056, with its registered office at Omonoias 13, 3052 Limassol, Cyprus.

For ease of reference:

- "Kadam," "we," "us," or the "Company" mean Kadam Advertising Ltd;
- "User" or "you" means any individual or legal entity using the Service;
- Kadam Advertising Ltd and the User are each referred to as a "Party" and collectively as the "Parties";
- This Agreement is referred to as the "Agreement."

By accessing or using the Service, you agree to be bound by this Agreement. If you do not agree, in whole or in part, you must immediately discontinue use of the Service. By using the Service, you confirm that you are of legal age and have full legal capacity to enter into this Agreement without limitation or reservation.

Acceptance of this Agreement occurs upon (i) completing registration within the Service as provided in Section 4 of this Agreement, and/or (ii) payment for the Company's services by the User or a third party on the User's behalf, whichever occurs first. Such acceptance constitutes execution of this Agreement under the terms and conditions set out herein.

By accepting this Agreement, you represent and warrant that you have the requisite legal capacity under applicable law. If you are entering into this Agreement on behalf of a legal entity, you further represent and warrant that you have the authority to bind that entity to this Agreement.

1. Definitions

“Advance Payment” means funds deposited by the Advertiser in prepayment for services, which are reflected on the Advertiser’s balance in their Account.

“Audience” or “Target Audience” means a group of Users or Visitors that the Advertiser intends to reach with its Advertising Campaigns.

“Showcase of Offers” means a feature of the Service that allows you to browse available offers from other partners and quickly launch Advertising Campaigns based on those offers.

“Internet Resource” or “Website” means an online property consisting of technical tools and digital content intended for publication on the Internet and displayed in text, graphic, audio, video, or other formats, which can be identified and accessed via a unique address (such as a domain name or URL).

“Traffic Source” means any channel, placement, or inventory connected to the Service that directs the Audience to the Advertiser’s Website or other destination.

“Ad,” “Advertising,” or “Advertisement” means any communication about a person, product, or service, in any format or via any medium, intended to create or maintain awareness of, or interest in, such person, product, or service among users, in compliance with Section 5 of this Agreement and the applicable laws of the Republic of Cyprus.

“User” means any individual or legal entity, registered and using the Service in accordance with this Agreement and accepting its terms in full.

Roles of the User:

“Publisher” or “Webmaster” means an individual or legal entity that owns, controls, or otherwise has the right to use ad inventory or placements on the Internet and makes such advertising space available for the display of the Advertiser’s Ads via the Service.

“Advertiser” means an individual or legal entity that intends to run, is running, or has run an Advertising Campaign using the Service.

“DSP” means a demand-side platform used for buying and managing advertising inventory.

“SSP” means a supply-side platform used for selling or monetizing advertising inventory.

For the purposes of this Agreement, the provisions applicable to an Advertiser and/or Publisher shall apply to a DSP and/or SSP respectively, unless expressly stated otherwise in this Agreement.

“Visitor” means any person who accesses the Site without creating an Account.

“Advertising Campaign” / “Ad Campaign” means a coordinated set of advertising activities configured and run through the Service in order to achieve the Advertiser’s specific marketing objectives within a defined period.

“KSA Advertising Campaign” or “KSA Campaign” means an Advertising Campaign where payment for services is based on qualifying actions performed in connection with the displayed Ad.

“Service” means the proprietary software-and-hardware platform operated by the Company that enables Users to create, manage, deliver, and track Ads and to record the performance of the Parties’ respective obligations as specified in the preamble of this Agreement.

“User Account,” “Account,” or “Personal Account” means the set of data and credentials associated with a User and stored within the Service for authentication and authorization

purposes, together with the web interface made available to the User to access and manage the Service, personal data, and settings; the Account is created upon completion of the User's registration.

"Publisher's" or "Webmaster's Remuneration" means the amounts payable to the Publisher/Webmaster in consideration for the placement, delivery, or monetization of Ads.

"Sanctions" means any economic, financial, trade or other restrictive measures, sanctions laws, regulations, embargoes or asset-freezing measures administered, enacted or enforced by the European Union, any EU Member State, the United Kingdom, the United States, the United Nations, or any other relevant governmental or regulatory authority.

"Sanctioned Person" means any individual or entity that:

(a) is listed on, or is the target of, any sanctions, restrictive measures, asset-freezing measures or similar prohibitions administered or enforced by the European Union, any EU Member State, the United Kingdom (including OFSI), the United States (including OFAC), the United Nations, or any other competent governmental authority having jurisdiction over the Company or the Platforms;

(b) is owned or controlled, directly or indirectly, individually or in the aggregate, by one or more persons described in paragraph (a);

(c) is acting on behalf of, or at the direction of, any person described in paragraphs (a) or (b);

(d) is located, organized, incorporated or ordinarily resident in, or conducting business from, a jurisdiction subject to comprehensive sanctions, to the extent prohibited under applicable Sanctions laws.

2. Subject Matter of the Agreement

2.1. Kadam provides you with the Service, which offers mechanisms and tools for running effective Advertising Campaigns. Access to the Service and the Site is provided via the domain name "kadam.net".

2.2. When you simply browse the Site as a Visitor, you may view information that is publicly available on the Company's Site. However, you must register an Account to access and use the Service.

2.3. Once you sign up for the Service, you may access and use the tools made available through the Service, including:

2.3.1. Advertisers and DSPs may use the Service tools to set up, run, and optimize Advertising Campaigns and to place Ads.

2.3.2. Publishers, webmasters, and SSPs may use the Service tools to offer ad inventory on their properties and to place Ads.

2.4. The Company may amend this Agreement at any time without prior notice. Where changes are material, the Company will make reasonable efforts to inform you in advance; however, you are solely responsible for reviewing this Agreement periodically for updates. The updated version of the Agreement becomes effective upon its posting on the Company's Site. If you do not agree with any updated provisions of the Agreement, you must immediately cease using the Site and the Service. Such changes may include, among other things, modifications required for Account migration or restructuring of the Service architecture.

2.5. The Company reserves the right, at its sole discretion, to change the scope of the services, discontinue or temporarily suspend the Service (including for maintenance or preventive work),

and to modify, adapt, improve, or enhance the Service at any time without prior notice. Any such updates or changes form part of the Service and are governed by this Agreement.

3. Rights and Obligations of the Parties

3.1. Rights of the Company

3.1.1. The Company may, at its sole discretion, set and/or change the pricing for the services by publishing updated pricing within the Service.

3.1.2. The Company may modify the range of services or discontinue the provision of Kadam services in whole or in part.

3.1.3. The Company may collect, process, and aggregate data for statistical, analytical, and reporting purposes.

3.1.4. The Company may send emails and/or text messages to the User containing information about the Service, the Company's products and services, promotional materials, and other related content.

3.1.5. The Company may use the User's Ads, related content, and information for its own marketing or advertising purposes, unless the User objects to such use. In the event of such an objection, the Company will cease the relevant use within five (5) business days.

3.1.6. The Company may deduct the Advertiser's Advance Payment as preapproved liquidated damages for violations of this Agreement in the cases provided for herein

3.1.7. The Company may issue warnings to the User and may restrict or suspend access to the Account, limit or disable access to the Service, and apply technical and legal measures to prevent the User from using the Service in the event of:

(a) obligations arising from a binding decision of a competent regulatory authority;

(b) detection of a violation by the User of this Agreement and/or applicable law;

(c) actions of the User that have caused, or may reasonably be expected to cause, damage to the Company's business reputation;

(d) the cases set out in Clause 4 of this Agreement.

3.1.8. The Company may request documents and information reasonably necessary to confirm the legality of the placement of Ads and other informational content on the Websites.

3.2. Rights of the User

3.2.1. The User may provide feedback, requests, and suggestions to the Company regarding improvements, new features, or enhancements to the Service.

3.2.2. The User may receive information about the Company to the extent provided for in this Agreement and applicable law of the Republic of Cyprus.

3.2.3. The User may contact the Support team when needed and in the cases specified in this Agreement.

3.2.4. The User may receive services and use the Service in accordance with the terms and conditions of this Agreement.

3.2.5. The Publisher may use the referral program as described in this Agreement to attract referrals via an affiliate link and receive, as remuneration, the percentage of referred publishers' revenue indicated in the "Invite a Friend" section of the Publisher's Personal Account.

3.3. Prohibited Actions of the User

The User must not:

3.3.1. Upload, send, transmit, publish, or otherwise distribute content that violates the requirements of Section 5 of this Agreement.

3.3.2. Infringe the rights of third parties, including minors, or cause harm to them in any form.

3.3.3. Impersonate any other person or representative of an organization or community without sufficient authority, including impersonating Kadam employees, forum moderators, or the Website owner, or otherwise misrepresent their affiliation, as well as mislead other Users or the Company regarding the nature, properties, or characteristics of any person, product, or service.

3.3.4. Upload, send, transmit, publish, or otherwise distribute content without having the necessary rights under applicable law or contractual arrangements.

3.3.5. Upload, send, transmit, publish, or otherwise distribute advertising or promotional materials without a legal basis, including spam (including search engine spam), lists of third-party email addresses, pyramid schemes, multi-level (network) marketing (MLM), or use the Service to participate in such activities, or use the Service solely to redirect traffic to pages on other domains.

3.3.6. Upload, send, transmit, publish, or otherwise distribute any material containing viruses, malicious code, or other software designed to disrupt, damage, or limit the functionality of any computer system, telecommunications equipment, or software, or to gain unauthorized access, including serial numbers for commercial software, programs for generating such numbers, logins, passwords, or other means of unauthorized access to paid resources on the Internet, as well as links to such information.

3.3.7. Collect or store personal data of individuals without proper legal grounds or authorization.

3.3.8. Interfere with or disrupt the normal operation of the Service, its technical infrastructure, or related systems.

3.3.9. Make public statements or representations about their relationship with Kadam without the Company’s prior written consent.

3.3.10. Materially change the cost per action in KSA-model Advertising Campaigns from the initially set price and/or disable the transmission of conversion data to the Company’s statistics. In case of such a violation, the Service may block the User’s Account and deduct funds from the User’s Personal Account in favor of the Service as preapproved liquidated damages.

When using the referral program referred to in Clause 3.2.5 of this Agreement, Publishers are additionally prohibited from:

3.3.11. Placing referral links in social networks, messengers, or video hosting platforms for mass attraction of users without the Company’s prior written consent

3.3.12. Driving traffic from blogspots or similar low-quality or non-compliant sources as referrals

3.3.13. Using a referral link to register a second Account for the same User

3.3.14. Sending or generating bot traffic as referrals.

3.3.15. In case of a violation of Clauses 3.3.11–3.3.14, the Service may block the User’s Account and deduct funds from the User’s Personal Account in favor of the Service as preapproved liquidated damages.

3.3.16. When using the Service, the Publisher/Webmaster/SSP must not resell to the Company traffic originating from the advertising networks listed on the “Resell Traffic” page available at:

- https://wiki.kadam.net/index.php?title=Resell_Traffic
- https://wiki.kadam.net/en/index.php?title=Resell_Traffic.

If the Company detects that traffic from any of the above advertising networks is being resold, the Company will notify the Publisher/Webmaster/SSP of this fact and suspend the purchase of traffic until information confirming the remediation of the violation is provided.

If this rule is violated more than three (3) times, the Company may block the Publisher’s/Webmaster’s/SSP’s Account and request information necessary, in accordance with the Company’s internal procedures, to consider unblocking the Account. If no response is received or if the information provided is incomplete or inconsistent, the Account will not be unblocked, and the Company may decline to pay for the traffic it has purchased.

3.4. User Obligations

3.4.1. The User must provide the documents specified in Clause 3.1.8 of this Agreement within five (5) business days from the date of the Company’s request.

4. Account

4.1. Account Registration

4.1.1. In order to use the Service, you must complete the registration procedure, which will create a unique Account for you. Registration is free and voluntary.

4.1.2. Registration is only possible if you expressly confirm your consent to all terms and conditions of this Agreement in the required field of the registration form.

4.1.3. By accepting this Agreement, the User expressly authorizes the Company to make any Account changes as described in Clause 4, including modifying Account data and creating new Accounts on the User’s behalf where reasonably required.

4.1.4. Registration is only available to Users who have the technical ability to access the Internet and receive the Service online.

4.2. User Information and Credentials

4.2.1. When registering and/or filling out a User's Account, the User must provide accurate, complete, and up-to-date information required to create an Account, including a login, email address, name, and surname (for individuals), company name (for legal entities), and a unique password for each User.

4.2.2. The Company may prohibit the use of certain logins and may establish requirements for logins and passwords (including length, permitted characters, and security standards). The Company may also modify the registration form and request additional information from the User. The User must keep all information provided to the Company accurate and up to date.

4.2.3. The Company may change a User’s Account credentials, including login and email address, where such changes are reasonably required for Account migration, currency changes, technical compatibility of the Service, the Company’s business needs, Service operation, or due to legal or regulatory requirements.

4.3. Verification and Supporting Documentation

4.3.1. The Company may, at any time, require the User to confirm the information provided during registration and may request supporting documents (including identity documents).

Failure to provide such documents may, at Kadam's discretion, be treated as the provision of false information and may lead to the consequences set out in Clause 4.8 of this Agreement.

4.3.2. If the details in the User's documents do not match the registration data, or if the registration data does not allow the User to be reliably identified, the Company may request additional identity documents, deny access to the Account and the Service, or block or delete the User's Account.

4.4. Account Security and Responsibility

4.4.1. The User is solely responsible for choosing secure means of accessing the Account (including a strong password and, where applicable, two-factor authentication) and for maintaining their confidentiality.

4.4.2. The User is solely responsible for all actions (and their consequences) performed through or in connection with the Service under the User's Account, including where the User has voluntarily shared Account access details with third parties (including under contracts or other arrangements). In such cases, all actions performed through the Account will be deemed to have been performed by the User, unless the User has notified the Company of unauthorized access in accordance with Clause 4.4.3 of this Agreement.

4.4.3. The User must immediately notify the Company of any unauthorized access to the Account and/or any suspected breach of confidentiality of their access credentials. For security reasons, the User must log out of the Account (using the "Log out"/"Exit" function) at the end of each session. The Company is not liable for any loss of data, damage, or other consequences arising from the User's failure to comply with this Agreement.

4.5. Sanctions and Compliance Representations

4.5.1. By accepting this Agreement, the User represents and warrants that the User is not subject to any applicable sanctions and is not owned or controlled by any party that is subject to applicable sanctions (including, without limitation, EU, US, and Cyprus sanctions).

4.5.2. The User further represents and warrants that the performance of this Agreement by the Company will not cause the Company to violate any applicable sanctions and/or export control laws or regulations.

4.5.3. Any losses or damages caused by the User's provision of false information with respect to the assurances set out in Clauses 4.5.1 and 4.5.2 shall be reimbursed by the User in full on a pre-trial, non-contestable basis within fifteen (15) business days from the date of receipt of a payment demand from the Company.

4.5.4. If the User or any of its subsidiaries, controlled entities, directors, officers, agents, employees, or affiliates is added to any sanctions lists of the EU, US, or other relevant jurisdictions, the User must notify the Company in writing within three (3) calendar days.

4.5.5. The User is strictly prohibited from creating, developing, modifying, commissioning, sponsoring, funding, submitting, transmitting, placing, publishing, distributing, coordinating, organizing, approving or otherwise initiating, facilitating or participating in advertising campaigns or materials on behalf of, or for the benefit or interest of Sanctioned Person, or in any manner that would result in a violation of applicable Sanctions. Including but not limited to: (i) any legal entity established in the Russian Federation; (ii) any natural person who is a resident of or domiciled in the Russian Federation; or (iii) any entities or individuals that are subject to sanctions imposed by the European Union, its Member States, or any other competent authorities. This restriction applies irrespective of the User's role under this Agreement, including but not limited to acting as an Advertiser or a Publisher/Webmaster. Any violation of

this clause shall constitute a material breach of this Agreement and may result in the immediate suspension or termination of the User's access to the Platform, without prejudice to any other rights or remedies available to the Company under applicable law.

4.6. Blocking and Deleting Accounts

4.6.1. The Company may block or delete a User's Account, restrict access to certain Company services or Service features, and remove content where the User fails to comply, or only partially complies, with this Agreement, applicable law, or a lawful request from competent authorities or organizations.

4.6.2. If the User provides incomplete or inaccurate information, or if the Company has grounds to believe the information is incomplete or inaccurate, the Company may block or delete the User's Account and refuse access to the Service (in whole or in part).

4.6.3. A User may create and maintain only one active Account at any given time. The creation, registration, control, or use of multiple Accounts by the same person or entity, whether directly or indirectly, including through affiliated persons, shared or alternative identities, email addresses, devices, IP addresses, automated systems, or other technical means, is strictly prohibited.

The Company may determine, in its reasonable discretion, that multiple Accounts are linked to or controlled by the same User based on available information, including technical identifiers, usage patterns, or other relevant factors. In such cases, the Company may suspend, restrict, or delete any or all related Accounts.

4.6.4. A User's Account may be blocked without prior notice if it remains inactive (no active Advertising Campaigns, no Advance Payments, and no connected Traffic Sources) for more than one hundred eighty (180) consecutive calendar days. In such cases, the Company may reset the User's balance by debiting the remaining funds. The Account and its balance may, however, be restored at the User's request by contacting support at support@kadam.net.

4.7. Blocking and Deletion Procedure

4.7.1. The Account is first blocked for one (1) month, during which the User's access to the Account is disabled, and content and Ads placed through the Account may be deleted.

4.7.2. The User may submit a justified request to the Company to unblock the Account within thirty (30) calendar days from the date of blocking.

4.7.3. If the Account is restored within the period specified in Clause 4.7.2, the User's access to the Account will be reinstated; however, content previously published through the Account may not be recoverable.

4.7.4. If the Account is not restored within thirty (30) calendar days from the date of blocking, all content and Ads associated with the Account will be deleted, and the login may be made available for use by other Users. From that moment, the Account and any related information, any Advance Payment refund or fee payment, as well as access to the Service via that Account, cannot be restored.

4.7.5. The User may unilaterally terminate cooperation and delete their Account at any time, provided that there is no outstanding debt owed to the Company.

4.8. Client Due Diligence ("CDD")

4.8.1. From time to time, we may require you to undergo Client Due Diligence ("CDD") in order to verify the information you have provided.

4.8.2. We may require you to undergo CDD both during Account registration and after registration if we have concerns, including but not limited to: (a) the nature of your activities; or

(b) the information you have provided.

4.8.3. You acknowledge and agree that, if we have concerns regarding an already registered Account, we may block or suspend your advertising materials until CDD is successfully completed.

4.8.4. You acknowledge and agree that, where CDD is required, we may also restrict certain actions on your Account, including creating, modifying, or deleting campaigns, as well as depositing or withdrawing funds.

4.8.5. If CDD is required, you will receive a notification via chatbot informing you of the need to complete CDD, along with instructions on how to proceed.

4.8.6. You acknowledge and agree that if:

(a) you refuse to undergo CDD;

(b) you fail to provide the requested documents, information, or confirmations in full;

(c) you do not respond to the Company's requests; or

(d) you fail the CDD check (including where factors are identified that make further cooperation impossible under the Company's policies, legal requirements, or AML/CTF obligations), the Company may:

(i) immediately block your Account and restrict access to all Service features; (ii) block access to all funds held in the Account until CDD is successfully completed;

(iii) suspend all payments, transfers, and refunds, regardless of their status; (iv) retain funds in the Account until CDD is fully completed; and

(v) if CDD is not completed within seven (7) calendar days from the date of the Company's first request:

(1) fully or partially deduct funds from the Account to cover:

– administrative, operational, and other expenses incurred by the Company in connection with CDD;

– expenses related to compliance with legal requirements, regulatory authorities, banks, or payment partners;

(2) irreversibly write off the remaining funds as preapproved liquidated damages; and

(3) close the Account without the right of recovery.

You also acknowledge and agree that the Company shall not be liable for any damage, loss, loss of profit, inability to use the Service, or any other consequences arising from blocking the Account or retaining or deducting funds in the cases described in this Clause.

4.8.7. You acknowledge and agree that if you ignore our request to complete CDD, we may block your Account seven (7) days after a notification has been sent via chatbot and restrict access to funds in the Account until CDD is successfully completed.

4.8.8. To learn how personal data related to CDD is processed, transmitted, and stored, please refer to our "Privacy Policy" available at https://www.kadam.net/en/privacy-policy.

5. Rules for Publishing Advertisements and Conducting Advertising Campaigns

5.1. Requirements and Restrictions

5.1.1. The Advertiser is solely responsible for all Advertising Campaigns, creatives, landing pages, claims, disclosures, targeting parameters, and any other materials submitted, uploaded, transmitted, displayed, or otherwise made available through the Service ("Advertising Materials").

5.1.1.1. The Advertiser represents and warrants that all Advertising Materials comply with all applicable laws, regulations, industry standards, self-regulatory rules, platform requirements, and third-party rights in all jurisdictions where the Advertising Campaign may be displayed.

5.1.1.2. The Company does not endorse, verify, approve, or guarantee the legality, accuracy, completeness, truthfulness, or suitability of any Advertising Materials.

5.1.1.3. The Advertiser remains solely liable for all claims, losses, damages, fines, penalties, costs, and liabilities arising out of or relating to the Advertising Materials or the Advertising Campaign. Users are also responsible for any claims by third parties arising from the User's content infringing third-party rights, including intellectual property rights, privacy rights, or other legitimate interests, as well as the prohibitions set forth in Clauses 5.2 and 5.3 of this Agreement.

5.1.2. Gambling and Gaming Advertising

5.1.2.1. Where the User places Advertising Campaigns related to gambling, betting, online casino, sports betting, poker, social casino, sweepstakes, or any other gaming-related services, the User represents and warrants that it holds and shall maintain at all times at least one valid gambling, gaming, betting, sweepstakes, or similar license, permit, registration, or authorization issued by a competent authority in any jurisdiction.

5.1.2.2 The User is solely responsible for determining whether such Advertising Campaigns, including all creatives, targeting settings, landing pages, and promoted services, may be lawfully displayed, accessed, or used in each country, state, province, territory, or other jurisdiction where the advertising is targeted, served, or may become available.

5.1.2.3. Kadam does not verify and shall have no obligation to verify the type, territorial scope, validity, sufficiency, or continued effectiveness of any such license, permit, registration, or authorization, and may fully rely on the User's representations and warranties for all compliance purposes.

5.1.2.4. The User expressly acknowledges and agrees that Kadam acts solely as a neutral advertising network and technology intermediary and does not act as a gambling operator, betting provider, marketing agent, licensing advisor, or legal compliance reviewer for any gambling-related products or services.

5.1.2.5. The User shall indemnify, defend, and hold harmless Kadam, its affiliates, directors, officers, employees, contractors, SSP partners, publishers, and service providers from and against any and all claims, complaints, demands, investigations, regulatory actions, penalties, fines, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

(a) the legality of gambling-related services;

(b) the adequacy, existence, or territorial applicability of any license;

(c) the targeting of users in restricted jurisdictions;

(d) any complaint from a regulator, SSP, publisher, payment provider, consumer, or third party.

5.1.2.6. Kadam reserves the right, at its sole discretion and without prior notice, to reject, suspend, disable, or terminate any gambling-related Advertising Campaign or User account immediately upon receipt of any complaint, notice, takedown request, allegation of illegality, suspected underage targeting, SSP restriction, or other compliance concern.

5.1.3. THE COMPANY DOES NOT PRE-SCREEN OR EXERCISE GENERAL MONITORING OVER ADVERTISING MATERIALS. Implementing filtering or other pre-moderation processes for all Advertising Campaigns would impose unreasonable costs on the Company and render operation of the Service commercially unviable. THE COMPANY PROVIDES AN INTERMEDIARY / HOSTING SERVICE AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO GENERAL OBLIGATION TO MONITOR, PRE-SCREEN, OR ACTIVELY SEEK FACTS OR CIRCUMSTANCES INDICATING ILLEGAL ACTIVITY OR ILLEGAL CONTENT, INCLUDING UNDER REGULATION (EU) 2022/2065 (DIGITAL SERVICES ACT), EXCEPT AS EXPRESSLY PROVIDED IN SECTION 16 (DSA IMPLEMENTATION).

5.1.4. The User acknowledges that operation of the Service may require temporary copying, processing, and adaptation of the User's content to meet the technical requirements of specific Internet resources or Service functions. Such technical processing does not constitute infringement of the User's intellectual property rights.

5.1.5. Nothing in this Section limits the Company's right (but not obligation) to investigate, review, suspend, reject, remove, disable access to, or request modification of any Advertising Materials at its sole discretion, including where the Company reasonably suspects a violation of these Terms, applicable law, third-party rights, partner requirements, or platform policies.

5.1.6. Voluntary reviews, checks, audits, keyword scans, fraud detection, brand safety controls, or other own-initiative investigations carried out by the Company shall not create any duty to monitor, shall not constitute acceptance or approval of any Advertising Materials, and shall not prejudice any safe harbors, intermediary liability protection, or similar legal immunity available under applicable law.

5.2. Prohibited Advertising Content

It is strictly prohibited to publish or run Advertising Campaigns containing content that:

5.2.1. is illegal, defamatory, obscene, or malicious;

5.2.2. offends public morals or exploits fear or superstition;

5.2.3. maliciously exploits a person's lack of experience, credibility, or knowledge;

5.2.4. depicts or promotes violence, cruelty, criminal or terrorist acts, disfigurement, mutilation, death, disease, or other unaesthetic or repulsive imagery;

5.2.5. infringes intellectual property rights;

5.2.6. promotes hatred or discrimination based on race, ethnicity, gender, religion, social status, age, national origin, or other protected characteristics;

5.2.7. insults, denigrates, or ridicules any person, organization, business, goods, services, or trademarks;

5.2.8. uses another person's or company's name, likeness, trademark, or other identifying marks without authorization;

5.2.9. contains child pornography, zoophilia, or any illegal sexual content;

5.2.10. incites exploitation of or poses a threat to minors;

5.2.11. promotes illegal activities;

5.2.12. advertises torrents or P2P file-sharing services;

5.2.13. explains the production, use, or distribution of narcotic substances or their analogs;

5.2.14. offers firearms, explosives, or other weapons;

5.2.15. advertises illegal drugs;

5.2.16. relates to human trafficking or the sale of human organs or tissue;

5.2.17. contains malware, phishing, or spam;

5.2.18. promotes fraudulent practices or misrepresents products or services;

5.2.19. constitutes extortion or involves threats, intimidation, or coercion;

5.2.20. uses celebrity endorsements, opinions, or likenesses without authorization or depicts individuals or their property without consent;

5.2.21. contains hate speech or discriminatory language based on race, ethnicity, religion, gender, or other protected characteristics;

5.2.22. advertises counterfeit goods or hazardous products/services that may cause harm;

5.2.23. contains fake consumer reviews or testimonials;

5.2.24. misleads users (e.g., fake prize notifications) or imitates interfaces, system notifications, or applications;

5.2.25. copies another advertiser’s creative materials without permission;

5.2.26. promotes violent acts, opposition to political regimes, or overthrow of legitimate authorities;

5.2.27. promotes extremism, terrorism, or banditry;

5.2.28. includes contact information (phone numbers, messaging details, URLs, QR codes, barcodes) in ad text, titles, or images;

5.2.29. directs to Websites requiring fraudulent payments, premium SMS subscriptions, or containing malware designed to deceive visitors;

5.2.30. auto-downloads software, files, or other content;

5.2.31. promotes malware installed without proper user consent;

5.2.32. spreads misinformation or fake news, including about COVID-19;

5.2.33. misuses materials belonging to government authorities, public institutions, or officials;

5.2.34. features high-ranking government officials, presidents, or prime ministers;

5.2.35. uses public institutions, their symbols, or official insignia without authorization.

5.2.36. contains, refers to, or in any manner involves political advertising, political messages, political calls to action, or any form of political propaganda, whether direct or indirect, explicit or implied, including but not limited to materials that promote, support, or oppose any political party, candidate, government official, political organization, legislation, governmental policy, or political initiative, or that otherwise aim to influence public opinion or governmental decisions in any country or jurisdiction, regardless of the nationality or affiliation of the persons or entities involved.

5.3. Restricted Advertising Content

Provided there are no specific prohibitions from competent authorities and all legal requirements are met, Advertising Campaigns containing the following may be permitted:

5.3.1. alcohol, tobacco products, e-cigarettes, and vaping products;

5.3.2. cryptocurrency, mining, and ICOs;

5.3.3. erotic content (including sensual imagery) and adult entertainment/goods, clearly marked as such;

5.3.4. sexual services, “mail-order brides,” or adult dating services;

5.3.5. pornography or other adult content;

5.3.6. prescription drugs and online pharmacies;

5.3.7. financial services, including mortgages and payday loans;

5.3.8. high-risk investments;

5.3.9. gambling, lotteries, contests, and gaming e-commerce;

5.3.10. religious content;

5.3.11. self-improvement, weight loss, nutrition, cognitive enhancement, hair growth, vision improvement, or medical products;

5.3.12. downloadable software, subscription services, or auto-updating add-ons;

5.3.13. special categories of personal data as defined in Article 9(1) of the GDPR (Regulation (EU) 2016/679). Advertisers shall not target or present Ads based on profiling (as defined in Article 4(4) of the GDPR) using such special categories of personal data.

5.4. Company Moderation Rights

5.4.1. The Company reserves the right, at its sole discretion, to deny permission to publish or distribute content specified in Clause 5.3 and/or to remove such content from the Service without explanation.

5.5. Phishing and Malware Warnings

5.5.1. Alerts from reputable security systems or antivirus software regarding phishing, malware, or malicious domains will trigger immediate action, including suspension of the domain within our system or prohibition of such offerings.

6. Traffic Source Requirements

6.1. Traffic Source Owners must not connect Traffic Sources from Websites containing Prohibited Content as defined in this Agreement. The Company disclaims all liability for any actions by Traffic Source Owners that violate this obligation or applicable law.

6.2. The Company reserves the right to request information and documentation regarding any Traffic Source at any time.

6.3. Traffic Source Owners are solely responsible for ensuring that all advertising and informational content published or displayed on their Website(s) complies with the laws of the Republic of Cyprus, the jurisdiction where the Website is hosted, and the jurisdictions where the Target Audience may reside.

7. Terms of Cooperation

7.1. Website Requirements

7.1.1. You acknowledge that the Company imposes specific requirements on Websites to enable cooperation, available here.

7.2. Advertiser Obligations

7.2.1. The Advertiser agrees to adhere to the highest ethical and commercial standards and to use reasonable efforts to ensure direct advertisers refrain from promoting illegal or prohibited content in violation of applicable laws, regulations, or this Agreement.

7.2.2. The Advertiser must not engage in fraudulent activities, including fake downloads or installs, automated or fraudulent clicks, spam, or other unauthorized electronic communications.

7.2.3. The Advertiser must not directly approach Publishers or distributors in the Company's network to acquire advertising space or engage in practices that compete with the Company's representation of such inventory.

7.3. Company Disclaimers

7.3.1. The Company is not liable for actions of third parties interacting with the Advertiser's Ads, including fraudulent clicks or misconduct on Publishers' sites affecting ad costs.

7.4. Moderation and Blocking

7.4.1. The Company may block or prevent any Ad through the Service at its sole discretion without explanation. The Advertiser may contact Support at support@kadam.net if they disagree with such action.

7.4.2. Upon Company request, the Advertiser must provide additional information required to launch an Advertising Campaign or Ad within forty-eight (48) hours. Failure to do so may result in blocking of the Ad or Campaign.

7.5. Campaign Cancellation

7.5.1. The Advertiser may cancel an Advertising Campaign at any time, noting it may take up to forty-eight (48) hours to stop Ad delivery. The Advertiser remains responsible for payment of such Campaigns during this period.

7.6. Third-Party Advertising

7.6.1. If placing Ads on behalf of a third party, the Advertiser warrants it is duly authorized to act on behalf of the content owner and assumes full liability for such content.

7.6.2. The Company may request documentation confirming the Advertiser's authority, which must be provided within forty-eight (48) hours of the request.

7.7. Prohibited Advertising Practices

The following practices are strictly prohibited:

7.7.1. uploading multiple identical Ads;

7.7.2. uploading more than three (3) Ads with identical images;

7.7.3. creating multiple Advertising Campaigns of the same format or subject matter;

7.7.4. frequently adding/removing Ads of the same type or subject;

7.7.5. uploading more than twenty (20) Ads within a single Campaign;

7.7.6. publishing Ads within one Campaign that promote different products/services or direct to different landing pages;

7.7.7. transferring ad content between KSA Campaigns;

7.7.8. changing hyperlinks or landing page content after moderation approval (including via redirects or iframes);

7.7.9. traffic fraud or spoofing, including:

(a) excessive clicking on Ads from Traffic Sources;

(b) artificial manipulation of impressions or clicks;

(c) fake registrations or conversions to inflate revenue.

7.7.10. modifying Service code or tools;

7.7.11. installing JavaScript or postback links on redirect buttons in KSA Campaigns;

7.7.12. using landing pages requiring multiple confirmation actions to close;

7.7.13. targeting minors for restricted content (per Clause 5.3);

7.7.14. using broken links or buttons;

7.7.15. including sound effects in Ads;

7.7.16. using animations exceeding thirty (30) seconds, excessive flashing, aggressive motion, high frame rates, or improperly sized creatives;

7.7.17. using flash cookies;

7.8. Offer Owner Restrictions

7.8.1. Advertisers owning offers must not change links or content of advertised landing pages. Any required changes must be coordinated with Support at support@kadam.net or the account manager.

7.9. Licensing Requirements

7.9.1. For goods/services requiring licensing, certification, or government approval, the Advertiser must provide relevant documentation to Support at support@kadam.net prior to Campaign launch.

7.10. Targeting Accuracy

7.10.1. Targeting by age, gender, and interests relies on machine learning algorithms using public traffic data and is provided “as is.” The Company does not guarantee precise delivery to the Target Audience.

7.10.2. The Company is not liable if restricted content (per Clause 5.3) reaches minors due to User targeting or Service limitations.

7.11. Technical Requirements

7.11.1. The Company determines acceptable Ad formats and file sizes. Ads exceeding limits or in unsupported formats cannot be uploaded.

7.12. Publisher Placement Rules

7.12.1. Publishers/Webmasters/SSPs may only place Ads on their own Websites (including purchased ad space) after receiving explicit approval from Kadam via support@kadam.net.

8. Kadam Retargeting Pixel

8.1. Kadam's retargeting service includes a tracking pixel ("Pixel") provided by Kadam CY Ltd and maintained by Kadam Advertising Ltd.

8.2. User GDPR Compliance Obligations. If you use the retargeting service, Pixel, or ad tag (JavaScript code used to collect visitor data for advertising purposes), you must:

8.2.1. clearly disclose the use of the Pixel/ad tag, its purposes, data collected, and visitors' rights and implement a GDPR-compliant consent mechanism (e.g. IAB Transparency and Consent Framework or equivalent). Prior to placing the Pixel, User must obtain valid consent from data subjects for cookies/tracking where required by law, store records of consent (consent receipts), allow easy withdrawal of consent, and make available a clear privacy notice describing data retention, recipients, and legal basis. The User shall indemnify the Company for any fines or damages arising from the User's failure to obtain or demonstrate valid consent.;

8.2.2. implement or integrate industry-standard GDPR-compliant opt-out mechanisms for interest-based advertising; and

8.2.3. obtain valid, GDPR-compliant consent for retargeting and all other data processing purposes, or ensure such consent has been obtained prior to Pixel deployment.

8.3. User Data Protection Responsibilities. You are solely responsible for compliance with all applicable data protection laws. When using the Pixel or ad tag, you must:

8.3.1. maintain records of consent, including consent text, visitor choices, and validity periods; and

8.3.2. include a link to Kadam's "Privacy Policy" at https://www.kadam.net/en/privacy-policy and provide Website visitors with access to consent/cookie management tools to withdraw consent at any time.

9. Websites and Third-Party Content

9.1. The Service may contain hyperlinks to third-party Websites ("Third-Party Websites").

9.2. The Company does not verify Third-Party Websites or their content for accuracy, completeness, legality, or compliance with any standards. If the Company becomes aware of content on a Third-Party Website that appears to violate applicable law or this Agreement, the Company may take appropriate action, including notifying relevant parties and disabling links or referrals to such content.

9.3. The Company is not responsible for any content, information, advertising, opinions, endorsements, or statements published on Third-Party Websites accessible through the Service, nor for the availability of such Websites or any consequences arising from the User's use of them.

9.4. Ad content must accurately reflect the content of the destination page to which the advertising link directs.

9.5. Any hyperlink (in any form) to Websites, products, services, or other commercial or non-commercial information accessible through the Service does not constitute an endorsement or recommendation by the Company, unless explicitly stated otherwise within the Service.

10. Terms of Connection and Cooperation

10.1. The Company reserves the right to terminate cooperation at any time, without explanation, for violations of this Agreement, delivery of low-quality or fraudulent traffic, or where cooperation generates no revenue.

10.2. The Company may refuse Service access, block Ads, Advertising Campaigns, Websites, or User Accounts at its sole discretion for any violation of these requirements, without prior notice or explanation.

10.3. In the event of any dispute, the Company's decision is final and binding.

10.4. The Company may refuse cooperation or Service access at any time without providing reasons.

11. Guarantees and Limitation of Liability

11.1. Service "As Is"

11.1.1. You use the Service at your own risk. The Service, including all content and software, is provided "as is" and "as available" without warranties of any kind.

11.1.2. The Company does not warrant that the Service will meet your requirements, operate continuously, be error-free, or deliver specific results.

11.2. No Performance Guarantees

11.2.1. The Company does not guarantee:

(a) that the Service will meet your requirements;

(b) continuous, fast, reliable, or error-free operation;

(c) accurate or reliable results suitable for any purpose;

(d) conversions, Rewards, or performance meeting your expectations; or

(e) quality of third-party products, services, or information accessed via the Service.

11.3. User Content Risk

11.3.1. You access any information, content, or downloadable materials through the Service at your own risk and are solely responsible for any consequences, including damage to software, hardware, data loss, or harm to third parties.

11.4. Fraud Investigation and Sanctions

11.4.1. The Company reserves the right to investigate and penalize fraud, breaches of this Agreement, or activities aimed at defrauding the Company or inflating Service earnings.

11.5. Definition of Fraud

11.5.1. "Fraud" includes, but is not limited to:

(a) unauthorized Website users interacting with Ads;

(b) misleading Visitors about prizes or benefits to drive traffic;

(c) using botnets or automated scripts;

(d) misrepresenting clicks, impressions, or interactions;

(e) proxy/VPN abuse at Company discretion;

(f) lack of expected activity on Advertiser Websites despite traffic volume.

11.6. Fraud Consequences

11.6.1. Upon detecting fraud or Agreement violations, the Company may immediately block Advertising Campaigns, Ads, Websites, and/or User Accounts without notice.

11.6.2. Fraudulent Users forfeit Advance Payment refunds or Publisher fees. The Company may deduct funds from the User Balance as preapproved liquidated damages immediately upon blocking.

11.6.3. User claims must be submitted to support@kadam.net within thirty (30) calendar days of blocking.

11.7. Payment Fraud

11.7.1. The Company may block Accounts and request documentation for suspected fraudulent deposits or payments. Confirmed fraud may result in Balance deductions as preapproved liquidated damages and reporting to law enforcement, banks, and fraud prevention organizations.

11.8. Limitation of Liability

11.8.1. The Company, its affiliates, subsidiaries, service providers, licensors, officers, directors, and employees shall not be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits, goodwill, business loss, or legal costs arising from Service use.

12. Indemnification

12.1. You agree to indemnify, defend, and hold harmless Kadam, its affiliates, partners, officers, directors, agents, contractors, licensors, service providers, and employees from any claims, demands, liabilities, and reasonable attorneys' fees arising from:

(a) your use of the Website, Account, or Service;

(b) violation of this Agreement or applicable law; or

(c) violation of anti-money laundering or counter-terrorism financing laws.

12.2. Copyright Infringement Claims

12.2.1. To report Ad copyright violations, email support@kadam.net with:

(a) physical or electronic signature of the authorized representative;

(b) identification of the copyrighted work(s);

(c) location of infringing material;

(d) contact information;

(e) statement of good faith belief of infringement;

(f) statement of accuracy and authority

13. Financial Relationship

13.1. Advertiser Payment Terms

13.1.1. The Advertiser pays for services via Advance Payment credited to their Account Balance, using available payment methods or invoice-based payments with fixed currency.

13.1.2. By accepting this Agreement, the User warrants that all funds used for payments are legally obtained and comply with Cyprus anti-money laundering and counter-terrorism financing laws.

13.1.3. Advance Payments are deducted as services are consumed and reflected in the Account as charges for clicks, impressions, or conversions. The Company may adjust minimum bids at any time.

13.1.4. Deduction amounts are based on the Advertiser’s bid settings for each Campaign/Ad.

13.2. Refunds

13.2.1. Full or partial Advance Payment refunds may be requested via the Account ticket system or written request to support@kadam.net, providing documented justification of service quality issues and all requested documentation.

13.2.2. Refunds are processed using the original payment method. Invoice-based payments require complete financial details for processing.

13.2.3. The Company is not obligated to process refunds without documented justification of poor service quality.

13.2.4. Payment method fees may be deducted from refunds; the Company does not reimburse these fees.

13.2.5. Improperly configured conversion tracking results in non-refundable payment for invalid conversions.

13.3. Over-Spend Protection

13.3.1. While the Company strives to enforce Campaign budget limits, overages may occur based on settings and bid rates. The Advertiser remains liable for clicks/impressions/conversions received after limits are exceeded.

13.4. Service Acceptance

13.4.1. Service acceptance/transfer documents are available upon Advertiser request via Account ticket system, account manager, or support@kadam.net.

13.4.2. Services are deemed properly rendered and accepted unless the Advertiser provides written justification of poor quality to support@kadam.net within fourteen (14) days of payment. Claims received after this period will not be considered.

13.5. Bonus Funds

13.5.1. The Company may credit bonus funds to Accounts at its discretion. Bonus funds have no cash value outside the Service and may only be used for Service payments.

13.6. Campaign Management

13.6.1. The Advertiser sets all Campaign parameters (budget, schedule, geo-targeting, etc.). Services are delivered according to these settings.

13.6.2. The Advertiser must notify the Company twenty-four (24) hours prior to Campaign suspension/termination. Failure to do so results in full payment liability. All outstanding amounts are due immediately upon Agreement termination.

13.7. Billing Data

13.7.1. All billing and payment calculations are based exclusively on the Company’s reporting system.

13.8. Third-Party Payments

13.8.1. Third-party payments on behalf of Users are accepted only when clearly identified as to recipient, purpose, services, and period covered.

13.8.2. Unidentified third-party payments may be held pending clarification. The Company may request payment details from the User/third party, who must provide such information promptly.

13.9. DSP Security Deposit

13.9.1. Where a DSP, RTB demand partner, or other demand-side User commits:

(a) any critical or high-risk violation of the Company's demand-side traffic quality, compliance, or policy requirements; or

(b) ten (10) or more medium-risk violations within the preceding ninety (90) calendar days, the Company may, as a condition for continuing access to the Service, require such User to place a security deposit ("Security Deposit") into the relevant Account.

13.9.2. The amount of the Security Deposit shall be determined by the Company in its reasonable discretion based on the severity of the violation, historical traffic quality, commercial risk exposure, and anticipated potential losses.

13.9.3. The Security Deposit shall be held in the User's Account for an indefinite period and shall not bear interest.

13.9.4. The Security Deposit shall be returned only upon the voluntary termination of this Agreement by either Party, subject to deduction of any outstanding fees, liabilities, penalties, losses, chargebacks, claims, or other amounts owed to the Company.

13.9.5. In the event of any subsequent violation by the User that results in the suspension, restriction, or blocking of the relevant Account, Campaign, seat, endpoint, or buying access, the Company may deduct, retain, set off, or permanently apply all or part of the Security Deposit as liquidated compensation for compliance, operational, reputational, and commercial risks.

13.9.6. The Company's right to apply the Security Deposit is in addition to, and not in limitation of, any other rights or remedies available under this Agreement, including suspension, termination, indemnification, clawback, or recovery of losses.

13.10. Publisher/Webmaster Payment Terms

13.10.1. Publishers/Webmasters receive Remuneration for Ad placements based on rates published on the Company Website, adjusted for quality and performance factors.

13.10.2. Payments are made weekly on Thursdays via methods selected in the Account. Remuneration is calculated per Campaign/Ad rates or statistical data recorded in the Publisher's dashboard.

13.109.3. The Company is not liable for Publisher revenue losses due to Website or Ad misconfiguration.

13.109.4. Publishers must provide service acceptance documents within five (5) days of Company request.

13.10.5. Publishers are responsible for all applicable taxes and withholdings.

13.10.6. Minimum payment thresholds are displayed in the Publisher's Account.

13.10.7. Publishers must provide twenty-four (24) hours' notices for Traffic Source suspension/termination. Failure to do so requires repayment of all rendered services.

13.10.8. Publisher First Payout Hold

The Company reserves the right to place the Publisher's first payout on hold for up to ten (10) business days if the traffic requires additional quality verification or if any risk indicators are detected. Publishers will be notified of such holds via the platform, where the payout status and specific traffic source clarification requirements will be indicated. Publishers should contact their support manager through this notification to resolve the matter or contact support@kadam.net.

13.11. SSP Payment Terms

13.11.1. SSPs receive payment within thirty (30) business days from the date of the payment request in the User Account or the date of the invoice.

13.12. Payment Fees

13.12.1. All payment commissions and fees are borne by the User.

13.13. Balance Conversion

13.13.1. The Company may convert Account Balances to different currencies and transfer balances during Account migrations.

14. Intellectual Property Rights

14.1. Ownership

14.1.1. The Service, its content, and software are protected by copyright, trademarks, and intellectual property laws of the Republic of Cyprus, other jurisdictions, and international treaties.

14.2. Limited License

14.2.1. The Company grants you a personal, non-exclusive, non-transferable, revocable license to use the Service software solely as part of the Service.

14.2.2. You may not (nor permit others to): copy, modify, reverse engineer, decompile, or extract source code; reproduce, duplicate, sell, trade, or resell Service software; or alter the Service in any way.

14.2.3. Unless authorized in writing, you may not use Company intellectual property (e.g., logos, trademarks, domain content).

14.3. Service Content

14.3.1. All Service elements (“Service Content”), including design, text, graphics, videos, software, databases, audio, and other materials, are owned by the Company, Users, or third-party licensors.

14.3.2. Service Content may only be used within the Service functionality. Any other reproduction, distribution, or adaptation requires prior written permission from the rights holder.

14.3.3. Personal, non-commercial use of Service Content is permitted provided copyright notices, author attributions, and integrity are preserved, subject to Cyprus law and this Agreement.

14.4. User Advertising Content

14.4.1. The Company does not claim ownership of intellectual property in User Ads and does not license or transfer Ad rights to third parties.

14.4.2. To fulfill its obligations, the Advertiser grants the Company a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, and display submitted Ads and content.

14.4.3. The Company is not responsible for Ads infringing third-party intellectual property rights.

14.5. Feedback

14.5.1. Any comments, suggestions, or feedback (“Feedback”) you provide grants the Company a perpetual, irrevocable, worldwide, royalty-free right to use, disclose, and exploit it without restriction or compensation.

14.5.2. This does not affect Company rights to similar ideas from other sources.

15. Privacy Policy

15.1. Confidentiality

15.1.1. You must not disclose Company confidential information without prior written consent. Confidential information includes software, technologies, statistics, and materials marked “Confidential.”

15.2. Data Protection

15.2.1. All Users must comply with the Company’s “Privacy Policy” at https://www.kadam.net/en/privacy-policy.

15.2.2. The Company does not knowingly collect, use, or disclose personal data of individuals under 16. Upon discovery, such data is immediately deleted.

16. DSA Implementation

16.1. Compliance Commitment

16.1.1. The Company complies with the Digital Services Act (Regulation (EU) 2022/2065) (“DSA”), including Articles 17–18 on illegal content removal and statements of reasons.

16.1.2. Where the Company acts as a hosting or intermediary service provider within the meaning of Digital Services Act (Regulation (EU) 2022/2065), the Company shall maintain an electronic notice-and-action mechanism enabling any individual or entity to notify the Company of specific Advertising Materials allegedly constituting illegal content.

16.1.3. A valid notice should include, at minimum:

(a) a sufficiently reasoned explanation of the alleged illegality;

(b) the exact electronic location or other sufficiently precise identification of the relevant Advertising Materials;

(c) the name and email address of the notifying party, unless not required by applicable law;

(d) a statement confirming the notifying party’s good-faith belief that the information provided is accurate and complete.

16.1.4. Upon obtaining actual knowledge or awareness of specific illegal content, whether through a valid notice, competent authority order, trusted flagger submission, internal escalation, or other reliable source, the Company may act expeditiously to remove, restrict, suspend, disable access to, or otherwise limit the availability of the relevant Advertising Materials.

16.1.5. The Company shall process notices in a timely, diligent, non-arbitrary, and objective manner, taking into account the nature of the alleged illegality, urgency, available evidence, and applicable legal obligations.

16.1.6. Advertisers shall provide all information reasonably required by the Company to comply with its DSA obligations, including advertising transparency and advertiser identification requirements.

16.1.7. The Company complies with DSA Articles 9–10 orders from EU authorities to remove illegal content or provide user data. Where required by applicable law, the Company shall provide a statement of reasons and information on available redress mechanisms.

16.1.8. Nothing in this Section shall be interpreted as imposing on the Company any general obligation to monitor all Advertising Materials or proactively seek facts indicating illegal activity.

16.2. DSA Contact

16.2.1. DSA notices shall be submitted to: legal@kadam.net.

16.3. Advertising Transparency and Advertiser Identity

16.3.1. Advertisements served through the Service may be displayed on online platforms whose providers are subject to Article 26 of Regulation (EU) 2022/2065 (Digital Services Act). To enable such providers and other parties in the supply chain to comply with their obligations and with applicable industry standards (including the IAB Tech Lab OpenRTB DSA Transparency specification), the Advertiser shall, for each Advertisement, provide Us with: (a) the name of the natural or legal person on whose behalf the Advertisement is presented; and (b) the name of the natural or legal person who paid for the Advertisement, even where it is the same person.

16.3.2. Disclosure of Advertiser Identity

The Advertiser acknowledges and agrees that We, for the purposes specified above, may disclose the information referred to in clause 16.3.1, together with information on the main parameters used to target the Advertisement, including to end users, third-party platforms and competent authorities.

16.3.3. Advertiser Information Obligations

The Advertiser represents and warrants that all information provided in accordance with clause 16.3.1 is accurate, complete, and up to date.

Where the Advertiser acts on behalf of a third-party advertiser (including as an agency), the Advertiser represents and warrants that it is authorized to provide and permit the disclosure of such information. Where the provided information relates to a natural person, the Advertiser guarantees that it has obtained the necessary legal basis for providing the Company such data and further processing of such personal data by the Company in accordance with the Privacy Policy.

The Advertiser shall promptly notify Us of any changes to such information.

16.4. Liability and Indemnification

The Advertiser shall be solely responsible for the accuracy and legality of the information provided. The Advertiser agrees to indemnify, defend, and hold Us harmless from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable legal fees) arising out of or related to any inaccurate, misleading, or unlawful information under clause 16.3.

We may refuse to serve, or suspend, any Advertisement or Advertising Campaign for which the information referred to in clause 16.3.1 has not been provided or is inaccurate.

The disclosure of the information referred to in clause 16.3.1 is necessary for the provision of the Service in the European Union. If the Advertiser does not agree to such disclosure, the Advertiser must cease using the Service.

17. Term and Termination

17.1. Term

17.1.1. This Agreement remains in effect while you access the Website, use the Service, or maintain an active Account.

17.1.2. You may terminate by deleting your Account, provided no outstanding debts are owed to the Company.

17.2. Data Processing Obligations

17.2.1. Each Party processing the other Party's personal data must:

(a) follow the other Party's instructions for processing;

(b) implement appropriate technical and organizational measures to protect data from unauthorized/unlawful processing, loss, destruction, or damage;

(c) comply with reasonable data protection requests;

(d) promptly notify the other Party of data subject, regulator, or third-party requests/complaints related to Service data processing.

17.2.2. Parties agree to cooperate in good faith to resolve such matters.

18. Final Provisions

18.1. Governing Law

18.1.1. This Agreement and all disputes are governed by the laws of the Republic of Cyprus (unless otherwise specified), including laws of the User's jurisdiction where applicable. The Parties submit to the exclusive jurisdiction of the courts of the Republic of Cyprus to resolve disputes arising out of or in connection with this Agreement, subject to the Parties first attempting to resolve disputes in good faith by negotiation prior to commencing court proceedings.

18.2. Dispute Resolution

18.2.1. The Company aims to resolve disputes neutrally and cost-effectively. Pre-trial claims are mandatory: contact support@kadam.net first. Claims are processed within thirty (30) calendar days.

18.2.2. Unresolved disputes shall be submitted to the competent courts of the Republic of Cyprus.

18.3. No Partnership

18.3.1. Nothing in this Agreement creates an agency, partnership, joint venture, employment, or other relationship beyond those expressly stated.

18.4. Severability

18.4.1. If any provision is held invalid or unenforceable, the remaining provisions remain in full force.

18.5. Past Programs

18.5.1. Information on prior partnerships/affiliate programs is available upon request to support@kadam.net.

18.6. No Waiver

18.6.1. Company failure to enforce any provision does not waive future enforcement rights.

18.7. Offer and Version

18.7.1. This Agreement is a public offer, effective without signature in the form posted at https://www.kadam.net/en/terms-service.

18.7.2. Questions? Contact support@kadam.net.

19. Account Changes and Migration

19.1. Company Rights

19.1.1. The Company may unilaterally migrate, merge, edit, change, delete, convert, or transfer User Accounts (including balances, data, Ads, and settings) for legal, security, or operational reasons.

19.1.2. The Company may migrate, merge, edit, change, delete, or convert payment currencies/methods for legal, security, or operational reasons.

19.1.3. The Company may modify the Service's technical structure for legal, security, or operational reasons.

19.2. Account Modifications

19.2.1. The Company may create new Accounts or modify existing registration data (e.g., email/login) to ensure Service continuity, currency migration, or technical compliance.

19.3. Notification

19.3.1. Users will be notified of changes within a commercially reasonable time. No response does not prevent changes.

19.4. Post-Migration Access

19.4.1. Post-change, access to Services and balances continues via the new/modified Account.

19.5. Service Suspension

19.5.1. The Company may temporarily restrict/suspend Service access during changes.

19.6. Currency Conversion

19.6.1. Currency Conversions use the Company's internal "Kadam Internal Rate" at the time of conversion, as recorded internally.

19.6.2. The Kadam Internal Rate is final; rates may be viewable in Accounts but market quotes are not required.

19.6.3. Pre-conversion deductions may apply for fees, commissions, or costs, disclosed in Accounts or upon request.

19.6.4. Amounts are rounded to the nearest minor unit (e.g., cents) using half-up rounding; residuals credited to new balance.

19.6.5. Users bear currency fluctuation risk between deposit and conversion dates.

19.6.6. Legal/regulatory delays may suspend transfers; Company notifies where permissible.

19.6.7. Campaign budgets/bids are converted similarly; Company may adjust parameters and notify Users.