

THESE TERMS OF USE GOVERN USING OF WWW.ADS.DOCTOR. BY USING ADS.DOCTOR SERVICES USER ACCEPTS THESE TERMS OF USE IN FULL AND WITH NO EXCEPTIONS AND AGREE TO COMPLY WITH THEM.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING THIS SITE OR USING ANY PART OF THE SITE OR ANY CONTENT OR SERVICES ON THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS.

IF USER DISAGREES WITH ANY OF THE FOLLOWING TERMS AND CONDITIONS, ONE SHOULD REFRAIN FROM USING THE WEBSITE.

Definitions:

“Advertiser” means each entity or individual with which ADS.Doctor contract for the placement Ads on Publisher’s websites using ADS.Doctor Services.

“Advertising (Ad)” means push notifications, that are aimed to promote the Advertisers services and/or goods.

“Confidential Information” of the party disclosing such information shall refer to: (a) such party’s trade secrets, business plans, strategies, methods and/or practices; (b) such party’s software, tools, trade secrets, know-how, designs, technical information, proprietary methodologies, computer systems architecture and network configurations; (c) any other information relating to such party that is not generally known to the public, including information about its personnel, products, customers, financial information, marketing and pricing strategies, services or future business plans; and (d) any other information which, from all the relevant circumstances, should reasonably be assumed to be confidential and proprietary.

“Content” means all Ads content, related technology and tags provided by Advertiser that are subject to the Services under this Agreement.

“ADS.Doctor Services (Services)” means possibility for Advertisers to upload Ads and promote their goods and/or services on Publisher’s websites; possibility for Publishers to insert Advertiser’s Ads on their website.

“Publisher” means each entity or individual that displays Advertisers Ads on their Website using ADS.Doctor Services.

“Publisher’s Website” means website(s) owned, operated or controlled by Publisher or its subsidiaries.

“User” means all individuals or entities that are using ADS.Doctor Services or website www.ads.doctor.

1. General Provisions

1.1. ADS.Doctor offers Users the opportunity to use its Services on the terms and provisions provided hereunder. The use of ADS.Doctor services shall be regulated by this Terms of Use and Privacy Policy.

1.2. By starting the use of any services/certain functions or going through the registration procedure, the User shall be deemed to have accepted the terms of this Terms of Use in full without any limitations or exceptions.

1.3. ADS.Doctor reserves the right to change the following Terms of Use at any time without prior User notice. The changes take effect upon disposal on the ADS.Doctor website www.ads.doctor.

2. User Registration

- 2.1. To use certain ADS.Doctor Services or certain specific functions of services, the User shall complete registration to create a unique account.
- 2.2. Upon registration the User shall provide valid and complete information requested in the registration form and shall regularly update such information. If the User provides invalid information or ADS.Doctor has reasons to believe that any information provided by the User is incomplete or invalid, ADS.Doctor may at its discretion block or delete the User's account or deny the User the use of any services (or certain functions).
- 2.3. ADS.Doctor shall reserve the right to require at any time that the User verify the information provided upon registration and to request supporting documents.
- 2.4. For security purposes, the Publisher cannot make any changes in its payment information without ADS.Doctor support approval.
- 2.5. Any personal information of the User contained in the User account shall be stored and processed by ADS.Doctor according to Privacy Policy.
- 2.6. The User shall promptly inform ADS.Doctor of any instances of unauthorized (not allowed by the User) access to ADS.Doctor Services through the User's account and/or any breach (alleged breach) of confidentiality of the chosen means of access to his/her account.
- 2.7. ADS.Doctor may disable or delete the User's account as well as prohibit access through any account to certain Services and delete any content without giving reasons including in case the User violates the terms hereunder.

3. General Terms of Use

- 3.1. The User agrees not to reproduce, copy, sell or use for commercial purposes any parts of the Services, not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ADS.Doctor.
- 3.2. The User agrees to refrain from trying to crack any of ADS.Doctor's software or data or to decompile the ADS.Doctor software source codes used in the Services with the intention to install it on his/her PC, phone, pocket PC or other electronic device.
- 3.3. The User shall be responsible for compliance of any Content posted by the User with applicable legal requirements including responsibility to third parties in case posting by the User of any Content or its subject matter infringes on rights and legitimate interests of third parties including personal non-property rights of authors, any other intellectual property rights of third parties and/or encroaches on other intangible assets.
- 3.4. The User is expressly prohibited from using any means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with the Services or exceed your permitted access to ADS.Doctor Services. In the event of fraud, ADS.Doctor has the right at its discretion to block and/or delete the User's account or deny the User the use of any services (or certain functions) as well as to annul the income received.

4. Payment Terms

- 4.1. In order to start using ADS.Doctor Services Advertiser shall make a deposit of funds to its Advertiser account in advance.
- 4.2. The minimum payment amount for payouts for Publishers shall be not less than 50 USD.
- 4.3. The minimum payment amount for Advertisers shall be not less than 50 USD.

- 4.4. All statistic for the purpose of billing and delivery reporting are based on the ADS.Doctor's reporting system.
- 4.5. For Publishers there is business model - revenue sharing and cpa. Rates depend, according to subscription geo.
- 4.7. If the publisher works on the revenue sharing and cpa model payment for subscriptions is made using NET 7.
- 4.8. ADS.Doctor provides the ability to perform payments by using payment service providers. Advertiser shall have the right to select any payment service provider available. You agree that ADS.Doctor is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction.
- 4.9. The Users is responsible for all applicable taxes associated with provided ad services, other than taxes based on ADS.Doctor income. The Users shall indemnify ADS.Doctor against all losses suffered or incurred by ADS.Doctor arising out of or in connection with any payment made to ADS.Doctor.
- 4.10. Publisher is responsible to supply valid payment details in personal account of ADS.Doctor Service, if details are wrong or if the Publisher changed its payment details, it is the Publisher's responsibility to notify ADS.Doctor via email 14 days before payment due date.

5. Advertiser Requirements

- 5.1. Advertiser acknowledges and agrees to provide Ads materials that are in compliant with all applicable law in order to use ADS.Doctor Services.
- 5.2. Upon using ADS.Doctor Services Advertiser shall not:
- 5.2.1. promote content that is illegal, harmful, slanderous, unethical, promotes hatred and/or racial, ethnic, sexual, religious or social discrimination or is insulting to any persons and/or organizations;
 - 5.2.2. provide Ads that are violate third party rights including underage people and/or cause harm in any way;
 - 5.2.3. download, send, transmit or otherwise post and/or distribute any materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software, for unauthorized access as well as serial numbers to commercial software and generation programs, logins, passwords and other means to receive authorized access to fee-based online resources, or post links to such information;
 - 5.2.4. infringe the intellectual property rights, rights of privacy or any other rights whatsoever of any third party;
 - 5.2.5. provide Ads, that promote drugs, or any related paraphernalia, weapons and other prohibited goods or services;
 - 5.2.6. to make a chargeback. Otherwise, it will be considered fraudulent action and will lead to the immediate blocking of his account in the ADS.Doctor, without the possibility of renewal.
- 5.3. The list of prohibited Ads, provided above, are not limited not. ADS.Doctor reserve right to reject any Ads on their sole discretion if such Ads violate applicable laws, this Terms of Use, or violate or may violate rights of third party.
- 5.4. Advertiser acknowledges and agrees that the one is responsible for all provided Advertisement, which is provide to be placed on Publisher's website.

5.5. Content and landing page is obliged to be passed with moderation for check before using through ADS.Doctor Services. You may get acquainted with the rules of moderation by clicking on the following link.

5.6. Due to specification of push format Advertiser costs will continue for 12 more hours after the campaign reached its limit, so the clicks and spend numbers will grow, which may cause budget overspend.

5.7. If the User makes two times higher rate, than it is recommended in the Advertisement campaigns, the ADS.Doctor is not responsible for possible over budget of the Advertisement campaigns.

5.8. In case of violation of the Prohibited Materials Rules the user's account is blocked, and the remaining funds in the account are debited from the balance without the possibility of refund.

6. Publisher Requirements

6.1. Publisher acknowledges and agrees to provide its Websites that are in compliant with all applicable law in order to use ADS.Doctor Services.

6.2. Publisher agrees that the content of Publisher's Website shall be appropriate and legal, and shall not contain:

6.2.1. infringe the intellectual property rights, rights of privacy or any other rights whatsoever of any third party;

6.2.2. malware, materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software;

6.2.3. materials, that promote violence, racial, national, political, religion intolerance, or advocacy against any individual, group, or organization. The call for change the political system of a sovereign state, participation in terrorist organizations;

6.2.4. materials, that promote drugs, or any related paraphernalia, weapons and other prohibited and illegal goods or services, etc.

6.3. When Publisher works on CPA model, there are the following features:

6.3.1. If the Publisher has more than 60% of the unsubscriptions from the number of attracted subscribers for the previous day, then the income is not paid to such Publisher;

6.3.2 Publisher should pause traffic and agree traffic quality with personal manager after reaching 100 dollars threshold. In other case payouts may be reduced if traffic does not pay off.

6.4. ADS.Doctor reserve right to reject any Ads on their sole discretion if such Ads violate applicable laws, this Terms of Use, or violate or may violate rights of third party.

6.5. Publishers are strictly prohibited from using any means, devices or mechanisms to commit fraudulent activity. In the event that ADS.Doctor detects fraudulent traffic, your Publisher account is blocked, the account balance is withheld and all necessary legal actions are taken to recover the damage caused by this violation. In any event, ADS.Doctor accepts all definitions of fraudulent activity in its sole discretion and does not provide detailed evidence of this reason.

6.6. No traffic directly to the traffic back lending page. In the event of the discovery of the damage described in clause 6.4, the funds that were charged to the Publisher's balance on the income from the back-up traffic will be canceled.

6.7. ADS.Doctor is obliged to check any of the Publisher's Websites before using through ADS.Doctor Services.

6.8. Publisher's websites should have SSL certificates.

7. Representation and Warranties

7.1. The implementation of this Agreement by such party and the execution by such party of its binding obligations and duties to the extent set forth hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound.

7.2. Both Publisher and Advertiser have the right, power and authority to enter into this agreement and grants the rights specified in this Terms of Use;

7.3. Hereby the User represent and warrant that he/she has all necessary rights, permits and licenses to start and manage ad campaigns and for display Advertisement and operate websites and business activities.

7.4. Hereby User warrant that the one will not use the ADS.Doctor Services for any purposes that violate any applicable laws or rights of any third parties, including its intellectual property.

7.5. Advertiser accepts and acknowledges the full responsibility in the event that the Ads would be deemed invalid or illegal in any applicable jurisdiction.

7.6. Advertisers and advertising representatives are fully responsible for content of the advertisement. Upon ordering advertisement the Advertiser agrees to reimburse and compensate the Company for any court costs incurred in the event of a lawsuit that may result due to the content of the Advertiser's advertisements.

7.7. Users will bear full responsibility if their actions are deemed illegal in any jurisdiction.

8. Intellectual Property

8.1. The content on the Service and available through the Service, excluding Advertisements and third party content, but including other text, graphical images, photographs, music, video, software, databases, scripts and trademarks, service marks and logos contained therein (collectively "Proprietary Materials"), are owned by and/or licensed to ADS.Doctor. All Proprietary Materials are subject to copyright, trademark, trade secret, and/or other rights under the laws of applicable jurisdictions, including domestic laws, foreign laws, and international conventions. ADS.Doctor reserve all our rights over our Proprietary Materials.

8.2. Except as otherwise explicitly permitted, the Users agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any ADS.Doctor content.

9. Disclaimer of Warranties and Limitation of Liabilities

9.1. You agree that your use of the ADS.Doctor Services is at your sole and exclusive risk. The ADS.Doctor Services is provided "as-is" and without any warranty or condition, express, implied or statutory.

9.2. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICE, WHETHER, WITHOUT LIMITATION, SUCH DAMAGES ARISE FROM (i) YOUR USE, MISUSE OR INABILITY TO USE THE ADS.DOCTOR SERVICES, (ii) YOUR RELIANCE ON ANY CONTENT ON THE SERVICE, (iii) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE ADS.DOCTOR SERVICES, (iv) THE TERMINATION OF THE ADS.DOCTOR SERVICES BY US, OR (v) THE TEMPORARY OR PERMANENT SHUTDOWN OF YOUR PROPERTY OR OTHER PROPERTIES PARTICIPATING IN THE ADS.DOCTOR SERVICES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER

SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY. THESE LIMITATIONS ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER ADS.DOCTOR SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE ADS.DOCTOR SERVICES.

10. Confidentiality

10.1. Each party agrees that it will not disclose any Confidential Information of the other party to any third-party, and that it will not use Confidential Information for any purpose not permitted under this Terms of Use. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care.

10.2. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

10.3. The foregoing obligations shall not apply to the extent Confidential Information of a disclosing party: (a) must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body including any applicable stock exchange (provided that each party agrees to the extent legally permissible to notify the other party upon the issuance of any such order, and to cooperate in its efforts to convince the court or administrative body to restrict disclosure); or (b) is known to or in the possession of the receiving party prior to the disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or (c) is known or generally available to the public through no act or omission of the receiving party; or (d) is made available free of any legal restriction to the receiving party by a third party; or (e) is independently developed by the receiving party without use of any Confidential Information.

11. Refund Terms

11.1. Refund could be applied only upon written request containing reasons for your refund to ADS.Doctor's support team.

11.2. ADS.Doctor's support team will review such claim within ten (10) days, carefully considering and investigating each case.

11.3. Refund will be made in the amount of unused funds. Amount must be calculated based off ADS.Doctor's reporting system.

11.4. ADS.Doctor according to own conviction, taking into account the previous history of the User while using ADS.Doctor Servies and depending on each individual case, can refund claimed amount to the User or refuse in such refund. ADS.Doctor's resolution is final.

11.5. Refund is not acceptable for bonus funds.

11.6. Refund is not acceptable in case the Advertiser breaches terms and conditions of present Agreement or other terms agreed by the parties.

12. Governing Law

12.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Estonia.

For customer service inquiries or disputes, You may contact us by email at support@ads.doctor.

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