

TERMS AND CONDITIONS

GENERAL INTRODUCTION

1. Kickads.media is an online marketing self-service platform. By using Kickads.media's services you are able to design, develop and market your own online advertising campaigns. These Terms and Conditions apply to your use of the Kickads.media website or platform as a Service received from Kickads.media. Clients can design their own campaigns by using (the "Service"). By using this Service; choosing pictures, headlines and space placement on the web page, you warrant that you are at least 18 years of age and are lawfully able to accept these Terms and Conditions.
2. These Terms and Conditions do not in any way alter the Terms or Conditions of any other agreement you may have with Kickads.media or its affiliates. Note that individual results will vary, and as such the Client agrees to indemnify Kickads.media for any losses. Please note that we may change or add resources to the platform to help kick start your business. Any changes are immediately effective as of the time of posting, and it is under the Client's responsibility to stay up-to-date, review and understand these Terms and Conditions. Your continued use of the Service indicates your full acceptance of these Terms and Conditions and their future changes.

DEFINITIONS AND INTERPRITATION

3. If you choose to use this Service, you agree to be bound by the headings and sections that are solely included for convenience and do not in any way affect the interpretation of these Terms and Conditions. In this Agreement words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders. The word "person" includes an individual, body corporate, partnership, trustee or trust or unincorporated association, executor, administrator or legal representative. If you do not agree to all of these terms, it is advised that you do not use this Service. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day, referring to working days only.
 - 3.1. "Campaign " – an advertisement displayed on a screen of a web page or on a printed page.
 - 3.2. "Kickads.media " – Owned and Operated by Torr Marketing Ltd, a company incorporated under the laws of Bulgaria with company number 205089738 with a registered office at 68 Rayko Daskalov St, Plodiv 4000, Bulgaria
 - 3.3. "Kickads.media Website" – any website controlled by Torr Marketing Ltd or related to Torr Marketing Ltd, where Registered Campaigns may be presented.
 - 3.4. "Campaign Period" – The Registration Period of a certain Campaign is determined during the creation of the Campaign by the User.
 - 3.5. "Click Payments" – payment from qualified Clicks on a User's Campaign.
 - 3.6. "Commission" – payment to the User due to the sale of a product from the User's Campaign.
 - 3.7. "Issuance" – the first Registration of a certain Campaign to a certain Registrant.
 - 3.8. "Person" – any legal entity, including without limitation corporation, limited liability company, cooperative, partnership, trust, organization or any similar entity.
 - 3.9. "Qualified Click" – internet user clicking on relevant ad distributed using the intermediary of kickads.media.
 - 3.10. "Registrant" – a User to whom a Campaign is registered at the Kickads.media Registry
 - 3.11. "Registration" – the creation of a record at the Kickads.media Registry which links a certain Campaign to a certain User. Includes "Registered" or "Launch".
 - 3.12. "Registration" – the creation of a record at the Kickads.media Registry which links a certain Campaign to a certain User. Includes "Registered" or "Launch".

- 3.13. "User" – any Person who signs up with Kickads.media or otherwise opens user account with Kickads.media, may also be referred to as the "Client", "Customer" or "Marketer".

OBLIGATIONS OF THE USER

4. The User understands and accepts that Kickads.media may request information for their internal due diligence procedure ("Due Diligence"). The due diligence may require Kickads.media to obtain the following documents and information from the User:
 - 4.1. A copy of the User's valid passport or valid identity card;
 - 4.2. A copy of the User's credit card(s) being used to make any transaction for the Services (front side with only the 4 first and the 4 last digits visible and the back side with the CVV covered);
 - 4.3. A copy of a recent utility bill (no older than 3 months) in the User's name clearly displaying the User's address;
 - 4.4. In certain circumstances, a User may be required to provide additional documents including but not limited to, a signed Declaration of Deposits for each transaction and proof of wire.
 - 4.5. In the case the payment is done via Corporate account or in the case the account is on a Corporate name, kickads.media may request all the corporate documentation of the entity.
5. As long as a Campaign is Registered for a User, the User must have an active email address registered with Kickads.media (hereinafter: the "Official Address"). The User hereby irrevocably agrees to receive notices from Kickads.media to the Official Address.
 - 5.1. Any notice, declaration or other communication required or authorized to be given by Kickads.media to a User, which has been sent by e-mail to the Official Address, shall be deemed to have been received, opened and read by the User within 48 hours of sending.
 - 5.2. As long as the User holds an account with Kickads.media, the User agrees to be contacted via e-mail, telephone, skype and text messaging by Kickads.media and by third parties if relevant, regarding the Services provided by Kickads.media.
 - 5.3. The User explicitly agrees that judicial documents and/or arbitrational documents, pursuant to the dispute resolution procedure specified in the Terms and Conditions, may also be served to the Official Address.

CREATION OF CAMPAIGNS

6. In order to create a Campaign, a User is required to send funds to affiliate networks. This service will be provided as part of the platform facilities deliverable to the client upon charge of the ongoing commission. The User determines the Campaign budget by selecting the cost and amount of impressions required for each campaign.
 - 6.1. Through Kickads.media's interactive platform, a User will select the right campaign from the selection available which will include campaign headline, campaign budget and campaign period. Thereafter the User will be required to personally customize the content, campaign images and ad placement on the websites. The User understands and accepts that they take full responsibility for the creation of their Campaign.
 - 6.2. Kickads.media reserves the right to remove any Campaign created by a User that contains offensive or inappropriate language.
 - 6.3. Once a User is finished creating his or her Campaign, a User must click save and launch the Campaign.

PROCESSING OF CAMPAIGNS

7. A Campaign shall be deemed to be Registered at the time it is actually received by Kickads.media. Kickads.media's system is solely determinative of the time for such a receipt.

- 7.1. Once Registered, the Campaign itself cannot be modified, corrected, amended, updated, cancelled or refunded, whether in whole or in part.
- 7.2. During the Registration Period, the User will be entitled to receive a pay per click rate per Kickads.media's platform's indication per campaign, which shall not be less than \$0.001 Qualified Click on a Campaign. In addition, where a product is sold as a direct result of a User's Campaign, a Commission percentage (as per Kickads.media's platform's indication per campaign, which cannot be less than \$0.001%) shall be calculated in the User's favor. The User's account at Kickads.media will be credited for such Click Payments and Commissions.

LIMITED RIGHT IN A CAMPAIGN

8. The Registration of a Campaign to a User, grants the User only the exclusive right to receive the Click Payments during the Registration Period.
 - 8.1. The User explicitly acknowledges and agrees that the Registration of a Campaign does not confer the User with any right or title in the Campaign and/or in the content of the Campaign or any part thereof, including, without limitation, any trademark (whether registered or not), service mark, trade name, copyright, licensed right or any other intangible assets of a third party, which might be embedded in the Campaign. Nor, any right or title in any site or sites in which the Campaign is displayed and/or with any right or title in the link contained in the Campaign.

PROMOTIONS AND SPECIAL OFFERS

9. Kickads.media reserves the right to apply special bonuses, contributions, incentives or price differentiations and to determine the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.

WITHDRAWAL OF FUNDS

10. For a User to be eligible for a successful withdrawal of funds, the user must submit all requested documents to Kickads.media, including but not limited documentation proving its bank account ownership such as bank statement. No funds will be withdrawn to other accounts except the originator. The User must not have any issuance of Campaigns on his account at time of withdrawal request.
 - 10.1. All withdrawal requests are subject to the Terms and Conditions of any agreement signed by the User.
 - 10.2. All withdrawal requests must be made through Kickads.media's platform. If a request has not been made this way, it may not be acknowledged as a request.
 - 10.3. The User may withdraw from his Kickads.media account any eligible amount, subject to a withdrawal fee equal to €50 (hereinafter: "Withdrawal Fees").
 - 10.4. Subject to the provisions of Section 10, withdrawn amounts shall be transferred to the User within three (3) working days from the date the User filed a withdrawal request. Kickads.media directs fund withdraws back to the original source of remittance.
 - 10.5. Without derogating from the Withdrawal Fees, the User shall bear all costs, fees and commissions charged by third parties (such as banks, credit card companies, etc.) on any money transfers.

ACCOUNT MANAGEMENT FEES

11. Kickads.media reserves the right to update the Management Fees from time to time at its sole discretion and/or to apply different Management Fees to different accounts and/or to different Users.

Under current Management Fee policy, discounts on Management Fees are applicable as per the Kickads.media account manager discretion.

UNDERTAKING BY Kickads.media

12. Throughout the Registration Period, Kickads.media will use commercially reasonable efforts to accurately and comprehensively track Qualified Clicks on Registered Campaigns for the purpose of creating and distributing to Users reports summarizing the Qualified Clicks applicable to Registered Campaigns and the applicable Click Payments.
 - 12.1. Throughout the Registration Period, the Registrant's user account with Kickads.media will be credited for each Qualified Click, as per these Terms and Conditions.

REPRESENTATION AND WARRANTIES FOR THE USER

13. These Terms and Conditions (i) have been duly and validly executed and delivered by the User; (ii) are within the legal capacity and power of the User; (iii) require the approval or consent of no other Person; (iv), constitute a legal, valid and binding obligation of the User and are enforceable against the User, by Kickads.media.
 - 13.1. All statements made, and information provided at any time by the User to Kickads.media, is complete and accurate.
 - 13.2. The User shall not promote a Registered Campaign through unsolicited emailing, newsgroup postings, job sites, classified ad sites or any other method of mass communication which might constitute a basis for legal action (civil or criminal) under any Anti Spamming Law (hereinafter: "Spam Promotion"). Any Spam Promotion by a User shall constitute a material breach of these Terms and Conditions, whereby the User shall pay Kickads.media damages of €100 per spam email or posted website that is reported to Kickads.media. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to Kickads.media in law or in equity.
 - 13.2.1. Kickads.media manages all refunds and can return money to all Clients if they are not satisfied with the Product. Funds used funding the campaign are excluded of refund. Each Customer has a 7-working day money-back guarantee. If you are not satisfied with the Product and want to request a refund, please contact us at backoffice@kickads.media.com
 - 13.3. The User shall not, directly or indirectly, jointly or in conjunction with any other Person, take part in any activity that might generate clicks which do not result from actual voluntary activity of a Person or otherwise contribute to fraudulent accumulation of clicks on a Registered Campaign. Without derogating from the foregoing, the User shall not, directly or indirectly, jointly or in conjunction with any other Person, perform any of the following:
 - 13.3.1. Create, open or register multiple accounts with Kickads.media;
 - 13.3.2. Make use of Web Robot(s) in order to perform clicks on Registered Campaigns. For purpose of this subsection, the term "Web Robot" shall mean any software application that runs automated or repetitive tasks over the internet;
 - 13.3.3. Hide or mask the true source of traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign, including, without limitation, any use of anonymizer (anonymous proxy), virtual private network (VPN) or proxy servers to access Kickads.media website and/or any website where a Registered Campaign is presented;
 - 13.3.4. Artificially generate or inflate traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign.
 - 13.4. That the User acknowledges and agrees that it is not possible to display all Registered Campaigns at all times in all Kickads.media Websites and thus, the scale of exposure of each particular Registered Campaign in Kickads.media Websites may vary. Without limitation of the foregoing, the User understands and agrees that any of the following are determined by

Kickads.media on a random basis and may vary from one Registered Campaign to another: (i) the distribution of Registered Campaigns in Kickads.media Websites; and/or (ii) the frequency of display of each particular Registered Campaign in Kickads.media Websites; and/or (iii) the time length of each display event of each particular Registered Campaign in Kickads.media Websites; and/or (iv) the timing of each display event of each particular Registered Campaign in Kickads.media Websites.

- 13.5. That the User acknowledges and agrees that dealing with Registration of Campaigns can generate profits but may also involves substantial financial risk including a risk of partial or full loss of funds. Without limitation of the foregoing, the User understands and agrees that: (i) where income figures are mentioned (if any), those income figures are anecdotal information passed on to Kickads.media concerning the results achieved by the individual sharing the information; (ii) Kickads.media has performed no independent verification of the statements made by those individuals; and (iii) the User does not rely on such figures in making any decisions regarding the Issuance of Campaigns.
- 13.6. That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant and is aware of the risks and any other applicable financial and fiscal aspects of the Services provided by Kickads.media.
- 13.7. That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant, as to his individual capital gain tax liability in his country of residence, in regard to using the Service.
- 13.8. That the User will safeguard his account information and maintain a good antivirus and antimalware program on his system and shall bear sole responsibility for any unauthorized usage of his account or leaked information of his account details.

PROOF OF DELIVERY OF SERVICES

14. Kickads.media's Registry records the Registration of a User's activity and use of the Services. Delivery time - immediately after payment confirmation. Proof of delivery for the intangible or virtual items or Service is confirmed through, IP address of User at date and time of transaction, device geographical location at date and time of transaction, device ID number and device name, name and email address linked to the User profile on- record, evidence that the User profile was activated and verified by the User before the date and time of transaction, evidence that the User accessed/used the downloaded digital goods on or after the date and time of transaction, evidence that the same device and card were used in previous, undisputed transactions, User login activity accessing the Services and email communication.

CARD NOT PRESENT TRANSACTIONS

15. Kickads.media is an online Service provider. Services are paid and redeemed during card not present transactions.
 - 15.1. Kickads.media maintains levels of compliance with the Payment Card Industry Data Security Standard and employs the use of virtual security through authorization and authentication by a User, prior to any transaction being processed.
 - 15.2. A Person must 'click to accept' Kickads.media's Terms and Conditions in order to open a Kickads.media account and become a User of the Services, if not, a Person will not be able to open an account with Kickads.media. It is the responsibility of a Person to ensure they have read and understood the Terms and Conditions prior to any transaction being processed.

COMPLAINTS

16. If a User is not satisfied with our Services, written notice must be sent to backoffice@kickads.media as a first resort to settling any matter.
 - 16.1. All written complaints will be logged by Kickads.media and the User will receive a written acknowledgement within three (3) working-days of receipt. Kickads.media will investigate any complaint and reply (email or telecom) to the User within ten (10) working-days, setting out how the problem will be dealt with. If this is not possible, an interim response will be made informing the User of the action taken to date or being considered.
 - 16.2. Kickads.media reserves the right to settle a complaint in any manner it deems appropriate. Such action, not being an admission of liability or wrongdoing.

RESERVATION OF RIGHTS

17. Kickads.media reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the website and/or Service. If we determine, in our sole and absolute discretion, that you or another User has or will breach these Terms and Conditions or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.
 - 17.1. Representatives of Kickads.media may use pseudonyms during User interactions. 17.2 Kickads.media may modify the website and/or our Services at any time with or without notice to you and will incur no liability for doing so.

EARNING AND INCOME DISCLOSURE AND DISCLAIMER

18. Kickads.media is an advertising marketplace with many different types of Users. Some of our Users are also our affiliates and can earn commissions by referring people to Kickads.media.
 - 18.1. Any earnings or income statements, or earnings or income examples, are only estimates of what is possible and what some people have earned. There is no assurance you will do as well if you rely upon our figures, you must accept the risk of not doing as well. Any and all claims or representations, as to income earnings on our web site, are not to be considered as average earnings. Testimonials are not representative.
 - 18.2. Online businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our Services or web site, should be done only with the knowledge that you could experience losses, or make no money at all.

USE OF THIRD-PARTY SOFTWARE OR WEBSITES

19. Kickads.media may recommend use of software, information, products, or web sites that are owned or operated by third-parties. We offer or facilitate this recommendation by hyperlinks or other methods to aid your access to the third-party resource.
 - 19.1. While Kickads.media endeavors to direct you to helpful, trustworthy resources, Kickads.media cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource or track changes in the resource. Thus, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party resource.

- 19.2. We recommend these resources on an “as is” basis. When you use a third-party resource, you will be subject to its terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern your use of that resource.

LIMITATION OF LIABILITY

20. Kickads.media provides the website, the Services, and all content on an “as is” and “as available” basis.
- 20.1. The User acknowledges and agrees that subject to the undertaking of Kickads.media specified in the Terms and Conditions, Kickads.media has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any representation, warranty or guarantee, express or implied in connection with the services provided by Kickads.media. The User's activity with Kickads.media shall be at the User's sole risk.
- 20.2. The user acknowledges and agrees that Kickads.media has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any of the following representations, warranties or guarantees, express or implied:
- 20.2.1. Any representation, warranty or guarantee as to the volume of traffic, number of hits, lever of impressions, number of clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or Registered Campaigns;
- 20.2.2. Any representation, warranty or guarantee as to the timing of hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or Registered Campaigns;
- 20.2.3. Any representation, warranty or guarantee that the operation of Kickads.media websites or any part thereof will be uninterrupted or error-free and/or any Kickads.media websites or any part thereof as to the possibility that Kickads.media websites or any part thereof might be hacked;
- 20.2.4. Any representation, warranty or guarantee related to the scale of exposure of each Registered Campaign, including without limitation, the distribution of Registered Campaigns, the frequency of display of each Registered Campaign, the time length of each display event of each particular Registered Campaign and the timing of each display event of each particular Registered Campaign;
- 20.2.5. Any representation, warranty or guarantee as to the financial prospects and risks associated with the Registration of Campaigns, including without limitation: (i) any representation, warranty or guarantee that Registered Campaigns will generate any income whatsoever to the User;
- 20.2.6. Any representation, warranty or guarantee that dealing with Registration of Campaigns does not involve substantial financial risk and/or may not generate substantial losses;
- 20.2.7. Any representation, warranty or guarantee as to the completeness and/or effectiveness and/or functionality and/or instalment and/or maintenance of any software of any third-party, which is operating on Kickads.media's platform or available on Kickads.media websites.
- 20.3. Without prejudice to the limitation of liability contained in any provision of these Terms and Conditions, in no event shall Kickads.media, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages

whatsoever, arising out of or related to these Terms and Conditions, even if Kickads.media has been advised of the possibility of such damages.

- 20.4. Without derogating from the generality of the disclaimer provided for in the Terms and Conditions, in no event shall Kickads.media, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, resulting from any of the following occurrences:
- 20.4.1. Any usage, non-usage or misuse by any Person of a Registered Campaign, including, without limitation, any failure or avoidance of a Person (whether deliberately or mistakenly) from performing a Qualified Click on a Registered Campaign;
 - 20.4.2. Any insufficient or unsatisfactory exposure or non-exposure of Registered Campaigns;
 - 20.4.3. Any unauthorized access to or use of the Kickads.media registry, including without limitation, any server or other computer hardware or software of Kickads.media and any unauthorized access to any and all personal information and/or financial information stored therein;
 - 20.4.4. Any bug, virus, Trojan horse or the like, which might affect the Kickads.media registry and/or any information stored at the Kickads.media registry, including without limitation any server or other computer hardware or software of Kickads.media;
 - 20.4.5. Any error, interruption, malfunction or temporary cessation in the operation of Kickads.media websites or any part thereof and any hacking of any Kickads.media website;
 - 20.4.6. Any personal injury, property damage or other loss of any nature whatsoever, resulting from the Registration of Campaign and from any usage, non-usage or misuse of a Registered Campaign.

INDEMNIFICATION

21. The User undertakes to release, protect, defend (including payment of reasonable attorney's fees and costs of litigation), indemnify, save and hold harmless Kickads.media, its directors, officers, shareholders, employees or agents, and any affiliate of the same (hereinafter: the "Releasees"), from and against any and all liability, claims, losses, damages, punitive damages, costs, expenses, attorneys' fees, demands, suits and causes of action of every kind and character, incurred in connection with any claim caused by, arising out of, asserted against, resulting from, or suffered by such Releasees in connection with or in any way incident to any breach of these Terms and Conditions, including, without limitation, any of the following:
- 21.1. Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in these Terms and Conditions or in any declaration, representation, warranty, covenant or undertaking made or delivered in connection herewith;
 - 21.1.1. Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in any information otherwise supplied by the user to Kickads.media;
 - 21.1.2. Any infringement on any kind of privacy right or good name right of any Person, including any kind of libel, defamation, slander, barefaced lie or any other way of expression which raises or might raise a cause of action.
 - 21.2. For removal of doubt, all indemnity obligations and/or liabilities assumed by the User shall be without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, whether such conditions be patent or latent; strict liability under any code law or other type of strict liability; breach of agreement; tort, breach of duty (statutory, agreement, common law or otherwise) or the negligence or fault of any party, including, but not limited to,

that of the Releasees, whether such be sole, joint or concurrent, active or passive; or any other theory of legal liability.

Notwithstanding the foregoing, the indemnification provisions do not apply in case (and only in case) of willful misconduct of the Releasees.

- 21.3. The indemnifications set forth in these Terms and Conditions shall apply to all types of liabilities specifically covered by the indemnifications whether such liabilities are incurred directly by the Releasees or indirectly through the operation of an indemnification Agreement with another party provided that the liability for which such indemnification is sought, arose from or occurred as the result of or incidental to the performance of the User's obligations hereunder.
- 21.4. All Persons who may become Releasees other than Kickads.media itself shall be deemed to be third party beneficiaries of these Terms and Conditions for the sole purpose of enforcing an indemnity expressed to be for their benefit.

DISPUTE RESOLUTION

22. The User irrevocably agrees that any dispute relating in any way to a Registered Campaign or otherwise relating to these Terms and Conditions, shall be resolved by binding arbitration, rather than in court. The laws of the Republic of Bulgaria, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between a User and Kickads.media.
 - 22.1. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms and Conditions as a court would.
 - 22.2. To begin an arbitration proceeding, a User seeking such arbitration proceedings must send a letter requesting arbitration and describing his claim to Kickads.media's offices at Torr Marketing Ltd, 68 Rayko Daskalov St, Plodiv 4000, Bulgaria. The arbitration will be conducted by the International Chamber of Commerce.
 - 22.3. The User irrevocably agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the User waives any right to a jury trial.

BREACH

23. A breach by a User of a representation or warranty contained in these Terms and Conditions herein shall constitute material events of default (each an "Event of Default") by such User.
 - 23.1. In any Event of Default, in addition to and without prejudice to or limiting any other rights or remedies available to Kickads.media at law, in equity or under these Terms and Conditions, Kickads.media may elect, at its sole discretion, to: (i) immediately block the account of the applicable User, either temporarily or permanently, where such User shall not be entitled to any refund of any fees paid by him; and/or (ii) offset any outstanding amounts in the account of the applicable User against any damages caused to Kickads.media.
 - 23.2. For removal of doubt, the User acknowledges and agrees that no remedy conferred by any of the specific provisions of the Terms and Conditions herein is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit Kickads.media's available remedies in the event of a breach of these Terms and Conditions by a User.

Therefore, the election of any one or more of such remedies by Kickads.media shall not constitute a waiver by Kickads.media of the right to pursue any other available remedy.

COPYRIGHT AND TRADEMARK NOTICES

24. All contents of the Services provided under these Terms and Conditions are copyrighted by Kickads.media. All rights reserved. Other brand names product names and company names may be trademarks or service marks of their respective owners.

GOVERNING LAW

25. These Terms and Conditions and the use of the Kickads.media platform will be exclusively governed by the laws of the Republic of Bulgaria.

25.1. Subject to the dispute resolution provisions of the Terms and Conditions, Kickads.media and each User submit to the exclusive Jurisdiction of the competent courts in the Republic of Bulgaria. Without derogating from the foregoing, each User understands that the Laws regarding contracts vary throughout the world. It is the User's responsibility to make sure he properly complies with any Law, regulation or guideline in his country of residence regarding the use of Kickads.media Services. For avoidance of doubt, each User explicitly acknowledges that the ability to access Kickads.media Services does not necessarily mean that the Services provided by Kickads.media and/or the User's activity through Kickads.media is legal under the laws, regulations or directives relevant to the User's country of residence.

BINDING AGREEMENT

26. By signing up to Kickads.media and/or by creating an account at Kickads.media and/or by the Issuance of a Campaign, each User acknowledges and agrees that these Terms and Conditions form a legal agreement between each User and Kickads.media. By accepting these Terms and Conditions, each User is hereby bound to the rules and guidelines specified above.

TERMINATION

27. Kickads.media has the right to terminate the Service by giving the counterparty at least Five (5) days written notice, specifying the date of termination. The User's account will be closed and access to the Services removed.

27.1. Kickads.media may terminate the Service immediately without giving any notice in the following cases:

27.1.1. Death of the User; next of kin must provide certificate of death in order to close the account and withdraw the remaining funds;

27.1.2. In case of the decision of bankruptcy or winding up of the User's estate is taken through a meeting or through the submission of an application for the aforementioned;

27.1.3. Termination is required by any competent regulatory authority or body;

27.1.4. The User violates any provision of the Terms and Conditions and in Kickads.media's opinion the Services cannot be rendered, including but not limited to a User refusing to submit, sign or return required agreements or documents;

27.1.5. The User violates any law or regulation to which the User is subject to;

27.1.6. The User involves Kickads.media directly or indirectly in any type of fraud;

27.1.7. The User refuses or fails to provide Kickads.media with the required KYC documents.

27.2. In the case of termination, the User shall be liable for:

27.2.1. Any pending fee owing and payable to Kickads.media;

27.2.2. Any charge and additional expenses incurred or to be incurred by Kickads.media as a result of the termination of the Services;

- 27.2.3. Any damages which arose during the arrangement or settlement of pending obligations. In the case of breach of the Terms and Conditions by the User, Kickads.media reserves the right to reverse all previous transactions which place Kickads.media's interests and/ or all or any of its Users' interests at risk before terminating the Agreement.
- 27.2.4. In the event of the termination of the Service by Kickads.media under clause 27, Kickads.media will be under no obligation to refund to the User any funds that may be in the User's account and the User shall have no claims against Kickads.media in such regard.

ENFORCABILITY

28. In the event any of the terms or conditions contained in this Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition.