ADSTERRA TERMS AND CONDITIONS

PUBLISHERS

Last updated: 29.06.2026

PLEASE READ THESE TERMS OF SERVICE (“TERMS” OR THE “AGREEMENT”) CAREFULLY. BY CLICKING TO ACCEPT, OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

These are the Terms and Conditions that apply to the use, by Publishers, of the various services available on the Platform.

These Terms incorporate Adsterra’s Privacy Policy, Cookies Policy as well as any other policies published on the Website, so by accepting these Terms, you agree with and accept all the policies published on the Website.

1. Parties to the Agreement

Ad Market Limited, a company incorporated and registered in Cyprus under registration number HE361574, having its registered office at Christaki Kranou 49, Germasogeia, 4041 Limassol, Cyprus, together with its subsidiaries and /or affiliates and/or connected companies, including ADMEDIA LLC FZ, a company registered in United Arab Emirates under registration number 2201488, collectively referred to as "Adsterra" and/or "We" and/or "Us".

References in these Terms to “your” or “you” are to the person/entity who accepts these Terms and agrees to create accounts and use the services as set out in and under these Terms. You and Adsterra shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

2. Definitions and Interpretation

2.1. The following words and expressions used in these Terms shall have the following meaning, unless they are inconsistent with the context:

“Account”	means an account created by a Publisher on the Platform in order to use the Services.
“Adsterra Ad Tag”	means the Smartlink or the piece of HTML or JavaScript code that is designed to display or activate the Advertising Material on a Publisher’s Website.
“Advertiser”	means a person or entity that creates an account on the Platform as an advertiser, uses the Services, and agrees to follow the Advertiser’s Terms.
“Advertiser’s Website”	means the website that a user is re-directed to after interaction with Advertising Material Implemented on a Publisher’s Website.
“Advertising Material”	means the text, link, graphics, logos, designs, trademarks and copyrights for any type of advertising including, but not limited to, banners, text ads, landing pages, video ads, sites, pop-ups and pop-unders created by an Advertiser and any other advertising materials containing a hyperlink, which when implemented in a Publisher’s Website and clicked on by a web user, send the web user to the Advertiser’s Website.

“Applicable Law”	means Cyprus law or regulation or any other laws, rules or regulations of other territories or jurisdictions (as the case may be) and as may be amended from time to time.
“Business Days”	means a day (other than a Saturday, Sunday or public holiday) where banks in Cyprus are generally open for business.
“Confidential Information”	means the terms of this Agreement, all matters relating or connected to its performance and all information or data of a Party, which is disclosed or otherwise comes into the other Party’s knowledge or possession directly or indirectly as a result of this Agreement and being of a confidential nature.
“Charges”	means the sums payable for the Services, as set out clause 5.2.
“Dashboard”	means the information management tool that visually tracks, analyses and displays key performance indicators, including but not limited to the number of advertising impressions, clicks and actions, which is available to Publishers on the Platform.
“Implementation”	means incorporation or integration of the Advertising Materials into the Publisher’s Website which enables web-users to view Advertising Materials or access any of the Advertiser’s Websites by clicking on the relevant Advertising Material as incorporated into the Publisher’s Website and “Implement”, “Implementing” and “Implemented” shall be construed accordingly.
“Inappropriate Content”	means but is not limited to content which promotes violence, discrimination, illegal activities, aimed at political ends, both party political advertising and political advocacy by non-partisan groups, infringes the Intellectual Property Rights of any person, involves malware, viruses, spamming, hacking or phishing or violates advertising regulations or rules of conduct, such as but not limited to advertising for or in connection with medicinal products for the purpose of treatment, prevention or diagnosis of any disease.

“Intellectual Property Rights	means: (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related good will, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
“Minimum Net Fee”	means the minimum amount required by a payment service provider in order to proceed with payout.
“Revenue Share”	means the percentage (%) of Fees (as such term is defined in clause 5.1), less Adsterra’s commission, as determined by Adsterra from time to time.
“Platform”	means the platform created by Adsterra, which is available through the Website, for Advertisers and Publishers.
“Publisher”	means a person or entity that creates an account on the Platform as a publisher, and who is responsible for the distribution of Advertising Material on a Publisher’s website, uses the Services, and agrees to follow the Publisher’s Terms.
“Publisher’s Websites”	means the web sites, social media accounts, software or applications which are owned or operated or controlled by a Publisher or are contractually part of a Publisher’s syndication network in order to Implement Advertising Materials.
“Services”	means the services provided by the Publisher, which include the following: i) distributing Advertising Material on Publisher’s Website; and; ii) any other services which are incidental to the above services.

“Website”	means the domain located at www.adsterra.com, or any other domain(s) that Adsterra may designate in the future for the purpose of delivering the Services.

2.2. In these Terms unless otherwise specified:

- references to clauses are to clauses of these Terms;
- a reference to a sub-clause is to a sub-clause of the clause in which such reference is made, to a paragraph is to a paragraph of the sub-clause in which such reference appears and to a sub- paragraph is to a sub-paragraph of the paragraph in which such reference is made;
- a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted after the date of these Terms;
- references to writing shall include any models of reproducing words in a legible and non-transitory form;
- references to the plural or singular shall be interchangeable as circumstances require; and
- headings are for convenience only and do not affect the interpretation of these Terms

2.3. For the purpose of clarification, the Adsterra Platform is managed and operated by:

AD MARKET LIMITED
HE361574,
Christaki Kranou 49, Germasogeia, 4041 Limassol, Cyprus,

And

ADMEDIA LLC FZ
2201488,
The Meydan Hotel, Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, UAE,

each of which is a separate and an independent legal entity, bearing its own rights, obligations, and liabilities.

3. Services

3.1. In order to become a Publisher and offer the Services you must register and create an Account with us.

3.2. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate any person or entity, and not to hide your identity from Adsterra for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement. When you open an Account, Adsterra may ask that you provide certain documents to identify yourself and to verify the information you have submitted to us upon registration, such as identification card or a passport, a utility bill, a bank statement or any other document proving your identity issued by a governmental body and/or connection with the entity, as the case may be. Adsterra reserves the right to refuse or reject a registration, at its own discretion.

3.3. You are only allowed to register to become a Publisher and/or use the Services if you are eligible in accordance with the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject. Adsterra has no obligation or capability to, and therefore does not, verify whether you are eligible to use any of the Services and we shall not bear any responsibility for your use of the Services.

3.4. Use of the Services provided by Adsterra is strictly limited to individuals who are 18 years of age or older, legally capable of entering into a binding contract under applicable law, and not otherwise barred from such use. By accessing or using our Services, you represent and warrant that you meet the minimum age requirement and possess the capacity to form legally binding agreements. Adsterra reserves the right to request age verification at any time and to suspend or terminate your account(s) and/or the Services provided by Adsterra if it is determined that you have misrepresented your eligibility. In such an event, Adsterra shall bear no liability against you or obligation to compensate you. Furthermore, you acknowledge and agree that any violation of these age restrictions or other applicable laws may result in legal action against you, if necessary.

3.5. We may directly or indirectly (through third parties), make any inquiries as we consider necessary to check the relevance and accuracy of the information provided for verification purposes.

3.6. By becoming a Publisher and/or using any of the Services you agree to be bound by these Terms which represent a binding legal contract between the Parties. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our application and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

3.7. Publishers are not allowed to hold more than one account with Adsterra for any reason. Adsterra shall have the right in its sole and absolute discretion to permit you to register more than one Publisher account. You will need to contact Adsterra support to request such permission.

4. Publishing

4.1. Publishers are able to use the Services in order to Implement Advertising Materials. In this regard, Adsterra grants you a non-exclusive, worldwide, royalty-free, fully paid up right and license to use the Adsterra Ad Tag on a Publisher's Website.

4.2. Adsterra shall have the right in its sole and absolute discretion to review and approve a Publisher's Website which has been submitted on the Platform. In this regard, Adsterra shall have the right in its sole and absolute discretion to refuse to accept a Publisher's Website which it either disapproves of, or is deemed to be in breach of these Terms. Adsterra may refuse to accept a Publisher's Website for many reasons, including but not limited to:

- websites that are under construction, incomplete or with extremely limited audiences or viewerships;
- websites that infringe any third-party rights or breach Applicable Laws (including but not limited to copyright and trademark laws and general rights to privacy);

- websites which contain or relate to Inappropriate Content; and
- websites which promote any goods or services that are illegal (“Illegal Content”), including but not limited to:
  i. human trafficking;
  ii. money laundering, terrorist financing, proliferation of weapons of mass destruction;
  iii. pornography, of any kind, adult or mature content;
  iv. any goods or services that are illegal, or the promotion, offer, or marketing of which is illegal, or that are offered in connection with illegal content; content that depicts children or minors in sexual postures; content that depicts propaganda or signs of unconditional organisations glorifying war; or content that glorifies war, war crimes, crimes against humanity, or otherwise violates human dignity.
  v. any goods or services, promotion, offer or marketing of which would violate copyrights, trademarks, industrial property rights or other rights of any person;
  vi. archaeological findings;
  vii. drugs, narcotics or hallucinogens;
  viii. weapons of any kind;
  ix. illegal gambling services;
  x. Ponzi, pyramid or any other “get rich quick” schemes;
  xi. goods that are subject to any trade embargo;
  xii. media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
  xiii. body parts or human remains;
  xiv. protected animals or protected plants; or
  xv. tech support services;
  xvi. pages that include browser/tab lockers, hidden redirects or parent page redirects; or
  xvii. phishing or hacking of any kind;
  xviii. any other illegal goods, services or transactions.

4.3. You are responsible for ensuring that a Publisher’s Website which has been submitted on the Platform does not feature any Inappropriate Content.

4.4. You hereby expressly agree that a Publisher’s Website which has been submitted on the Platform does not and shall not infringe any third-party rights or breach Applicable Laws (including but not limited to copyright and trademark laws and general rights to privacy). You also agree that a Publisher’s Website which has been uploaded on the Platform is not and shall not be offensive or defamatory or unlawful in any other way.

4.5. Adsterra shall notify the Publisher, via the Dashboard, of its approval (“Approval”) of a Publisher’s Website which has been submitted on the Platform. Following an Approval, Adsterra shall provide the Publisher with the Adsterra Ad Tag to allow the Publisher to Implement the Advertising Materials.

4.6. Following Implementation, the Advertising Materials may start generating impressions/clicks/actions.

4.7. The Publisher shall place the Adsterra Ad Tag on all appropriate pages within the Publisher’s Website. A Publisher shall not alter the Adsterra Ad Tag in any way without Adsterra’s prior written consent. The Adsterra Ad Tag may not be used on a web page other than one located on a Publisher’s Website which has been approved by Adsterra on the Platform and may not be distributed or submitted to any newsgroup, e-mail distribution list, chat room, guest books or any other location without Adsterra’s prior written consent. The Publisher is not allowed to place Adsterra Ad Tag into an iframe without Adsterra’s prior written consent.

4.8. Adsterra has zero tolerance against SPAM of any kind, including but not limited to unsolicited e-mails, bulletin boards (forum) spam, chat or messengers spam or comments spam. You are responsible for ensuring that a Publisher’s Website which has been submitted on the Platform does not contain SPAM of any kind. Adsterra reserves the right to terminate your account, in accordance with clause 7.1, if a Publisher’s Website contains SPAM of any kind.

4.9 Publisher's Website must contain a privacy policy section that clearly discloses any data collection, sharing and usage that takes place on the Website. If the Website is placing and reading cookies on visitors' browsers to collect information, the cookies consent message should be provided to each visitor.

5. Payments

5.1. Adsterra collects fees from Advertisers (the “Fees”), calculated as follows:
An Advertiser may choose between any of the following three pricing models:

- Cost-Per-Mille – cost per 1,000 impressions (“CPM”);
- Cost-Per-Action – cost per 1 conversion (“CPA”);
- Cost per click (“CPC”).

Each pricing model shall be referred to as a “Charge Event”.

An Advertiser shall also set the price for the Advertising Material (the “Price”). The charge shall be calculated having regard to the applicable Charge Event and Price.

For example, if an Advertiser has opted for CPM and has set the price at $1.00, the Advertiser shall be charged a fee of $1.00 for every 1,000 impressions.

5.2. A Publisher shall be entitled to a revenue share received from the applicable Adsterra Ad Tag (the “Net Fees”). By providing the Services you agree to accept the relevant Charges. You acknowledge and agree that the payment obligations hereunder are based solely on:

- the number of impressions/clicks/actions, as determined solely by Adsterra,
- Adsterra receiving the Fees from the Advertisers,

and not on any other criteria. You shall be able to view the number of impressions/clicks/actions via your Dashboard.

5.3. You acknowledge and agree that Adsterra may make adjustments to the number of impressions/clicks/actions or to your Account's balance in case of software errors, server downtime or under any other circumstance that caused discrepancy in the number of impressions/clicks/actions or in your Account's balance, in order to remedy and rectify any inaccuracies.

5.4. You acknowledge and agree that Adsterra may make adjustments to the balance in your Account in the event that there is a chargeback request from an Advertiser, as this will reduce the Fees received from the Advertisers and accordingly the amount of the revenue share. You further agree that the revenue share is subject to chargebacks and, as such, is conditional, even subsequent to its payment to you.

5.5. Adsterra may, in its sole and absolute discretion, offer you custom Net Fees, custom Payment Dates and custom Minimum Net Fee (each a “Custom Term”). Any Custom Term must be agreed in writing between the Parties. You undertake not to disclose any of the information contained in a Custom Term to any third party.

5.6. Adsterra shall pay the Publisher the Net Fees bi-monthly in arrears on the 1st and 16th day of each month (collectively “Payment Dates” and each a “Payment Date”) on a NET15 basis provided that each Payment Date falls on a Business Day. If a Payment Date does not fall on a Business Day, the payment shall be made on the next Business Day following the relevant Payment Date.

5.7. Payments shall be made to the bank account, payment service provider account or debit/credit card registered on your Account.

5.8. Adsterra utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy Policy .

5.9 In the event that the Net Fee is less than the “Minimum Net Fee”, Adsterra shall hold payment until the Net Fee exceeds the Minimum Net Fee. Once the Net Fees have exceeded the Minimum Net Fee, Adsterra shall pay the Publisher the Net Fee on the next Payment Date.

5.10. Adsterra has no control, and is not responsible for any fees or charges that may be imposed by a financial institution (such as a bank or other payment services provider) on the transfer of the Net Fees to a Publisher. You agree that any Net Fees received by you may be received net, after the deduction of any fees or charges imposed on the transfer.

5.11. Adsterra may, on a Publisher's written request, pay the Net Fees to the Publisher in a currency other than USD (for example, EUR, GBP or XBT), referring solely to such exchange rate as calculated by Adsterra's bank or payment provider (the "Conversion"). Adsterra shall not be responsible or liable for any losses which may be suffered by you as a result of the Conversion, nor shall Adsterra be liable for any errors in the rates of exchange provided by Adsterra's bank or payment provider.

5.12. Adsterra shall, by method of self-billing, send you invoices in relation to each Payment Date. The invoices shall be generated automatically having regard to the Charges applicable for each Payment Date.

5.13. Publisher shall provide Adsterra with accurate data which is fully and legally compliant for the purposes of invoicing and taxation.

5.14. Any Publisher residing in the European Union who has provided a VAT number expressly warrants that such VAT number is, in its own country, valid for the issuance of VAT-exempt invoices to Adsterra. The Publisher expressly accepts to be solely liable for any error, direct or indirect loss or damage arising from the inaccuracy or non-compliance of such data or the breach of any of the aforementioned warranties and, accordingly, the Publisher will hold Adsterra harmless from any of the direct or indirect loss or damages. Publisher hereby confirms that another VAT invoice won't be issued.

5.15. Publisher shall notify Adsterra if his VAT registration number has changed or was cancelled.

5.16. In case there is any claim, administrative proceeding from any authority, dispute or conflict, in any way due to the inaccuracy or non-compliance of any data provided by the Publisher, Adsterra is expressly authorized to retain any payments due to the Publisher until such incident has been resolved.

5.17. In case there is a claim for a chargeback from an Advertiser or if we suspect that you may be in breach of these Terms, we shall hold payment until we make necessary adjustments or conduct necessary investigations.

6. Your Representations and Warranties

By becoming a Publisher and/or by using the Services you hereby agree, represent and warrant that:

a) you have read, understood and accepted these Terms;
b) you have the necessary authority and consent to accept these Terms, to enter into a binding agreement with Adsterra and to perform the obligations set out herein;
c) if you are an individual, you have sufficient legal capacity (in your jurisdiction) to accept these Terms and to enter into a legally binding agreement with Adsterra on the terms set out herein;
d) you shall not attempt to obtain fees by using methods to artificially and/or fraudulently inflate the volumes of impression/clicks/actions. These methods include, but are not limited to:

i) framing an ad-banner's click-through destination;
ii) auto-spawning of browsers, running 'spiders' against the Publisher's Website;
iii) using any technique of generating fraudulent clicks/impressions/actions as determined by Adsterra in its sole and absolute discretion;
iv) using incentives to increase volumes of impressions, clicks or actions; or
v) using proxies, bots or emulated devices/browsers

e) you shall not edit or modify any information in any Advertising Materials or Adsterra Ad Tags including, but not limited to, changing the size of the Advertising Material or making Advertising Material partially or fully invisible;
f) you shall not use the Services to promote any Illegal Content;
g) you are the owner or licensed to use the Publisher's Website;
h) you shall not interfere with or attempt to interrupt the proper operation of the Platform or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, passwords or data mining, or any other means;
i) using the Services is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject to, and your use of the Services shall be in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
j) you will comply with any applicable tax obligations in your jurisdiction arising from your use of the Services;
k) you are not a person or entity subject to international sanctions or trade restrictions, nor acting on behalf of or for the benefit of such person or entity;

l) you will monitor all and any changes to your Account and take all steps to maintain and ensure the confidentiality of your Account's credentials, including, but not limited to passwords, emails and/or usernames;
m) you will immediately inform us of any unauthorized use of your Account or password, or any other breach of security by email addressed to: support@adsterra.com
n) you are responsible for any and all damages caused, and all liability actions brought against Adsterra for any breach or infringement of these Terms or of any third-party rights or violation of any Applicable Laws;
o) nothing in these Terms excludes or limits the liability of the Publishers for fraud, death or personal injury caused by their negligence, breach of the Terms implied by operation of law or any other liability which may not be limited or excluded by law;
p) any errors or malfunctions caused by or otherwise related to the Services including your own failure to properly maintain or use your Account may result in the loss of any Net Fees due to you;
q) you will provide Adsterra with correct and relevant documents and personal information upon request. In case you provide counterfeit documents and false personal information, such behaviour will be interpreted as a fraudulent activity;
r) you are responsible for implementing all reasonable and appropriate measures for maintaining the confidentiality and security of your Account name, user ID, passwords, personal identification and mobile unlock codes that you use to access the Platform;
s) you are not allowed to use, together with Adsterra Ad Tag, any misleading and/or incentive creatives, logos and/or brand names without written approval of the owners, or confuse and force visitors to take any action;
t) Publisher shall not advertise his Website and/or Referral Link on Adsterra brand name, infringe the intellectual property rights, rights of privacy or any other rights of Adsterra whatsoever;
u) you will provide Adsterra with information on sources of traffic on Publisher's Websites or sources of impressions, clicks or actions in your account upon request. In case you provide false information, such behaviour will be interpreted as a fraudulent activity;
v) you will verify the ownership of the Publisher's Websites upon request. In case you are unable to verify the ownership of the Publisher's Websites, such behavior will be interpreted as a fraudulent activity;
w) you shall not use Adsterra's referral program to refer yourself, members of your family or any accounts that you have direct access to.

7. Suspension or Termination

For cause

7.1. We reserve the right to suspend or terminate your Account and/or refuse or cancel any of our Services if we have any reason to believe or suspect that you are in breach of these Terms including your representations and warranties contained herein, or other legal obligation (including fraudulent) without prior notice or liability. We also reserve the right to change, suspend or discontinue all or any part of the Services at any time without prior notice or liability.

7.2. Further, should your Account be suspended or terminated you will lose access to your Account and will not be able to undertake any transaction on the Platform.

7.3. You understand and agree that you may not be able to access any of the Services if your Account is suspended. In case the cause of the suspension is resolved by us, we shall restore your Account and restore your access to your Account. We shall not be held liable to you for any consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of your account being suspended.

7.4. We further reserve the right in our sole discretion, to refuse or cancel any of our Services, and/or refuse to distribute profits (including Net fees) to any person for legitimate reasons, including, without limitation:

7.4.1. if we have reason to believe that your activities or use of the Services may be illegal;
7.4.2. if we may be harmed by any fiscal or pecuniary damage due to your activities on or through the Services; or
7.4.3. if we have any reason to believe, or if for any reason we consider that you have used the Services in breach of or in a manner which contravenes any of these Terms, including your representation and warranties contained herein.

7.5. If we terminate your Account in accordance with clause 7.1 or if we refuse or cancel any of our Services in accordance with clause 7.4, you surrender your right to receive payment of any balance standing to your credit in your Account and we shall be under no obligation to refund any balance held in your Account, which shall be deemed forfeited.

Without cause

7.6. Either Party may, without prejudice to any other rights they may have, by giving five (5) Business Days notice in writing to the other Party, terminate this Agreement without cause.

7.7. Subject to clause 7.4, on termination of this Agreement, in accordance with clause 7.6, we shall pay any Net Fees due to you up to the date of termination, provided that the amount is above the Minimum Net Fee, and this shall be paid to you on the next Payment Date following the date of termination. If the Agreement is terminated by Adsterra, we shall pay any Net Fees due to you, even if the amount is below the Minimum Net Amount.

8. Intellectual Property

8.1. In this clause 8, “Adsterra IP Rights” means in relation to Adsterra, the Platform and Services, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

8.2. Adsterra shall grant the Publisher an unlimited, non-exclusive, worldwide, royalty-free, fully paid up right and license to use the Platform.

8.3. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any Adsterra IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Adsterra IP Rights and you understand and accept that by using the Services pursuant to these Terms you shall not:

- acquire or otherwise be entitled to any Adsterra IP Rights;
- make a claim in respect of any Adsterra IP Rights or any other equivalent rights; or
- use, attempt to use, copy, imitate or modify (whether in whole or in part) any Adsterra IP Rights, except with our prior written consent.

9. Indemnity

9.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Adsterra and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Adsterra Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- your use of the Services and/or Platform under these Terms;
- the performance or non-performance of your responsibilities or obligations under these Terms;
- your breach of any of the terms and conditions set out in these Terms; or
- your breach of any rights of any other person or entity.

9.2. Adsterra reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in clause 9.1.

9.3. The indemnity set out in this clause 9 is in addition to, and not in lieu of, any other remedies that may be available to Adsterra under Applicable Law.

10. Disclaimers

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- the Services and/or Platform are available on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the Services (whether express or implied), including, without limitation, any implied warranties of skill, care, diligence, quality and suitability, fitness for a particular purpose and non-infringement;
- we do not represent or warrant that the Services and/or Platform is reliable, current or defect- free, meets your expectations, or that any defects will be corrected;
- we provide no warranties or assurances with respect to the (i) placement or performance of any Advertising Materials; or (ii) the number of views/clicks or conversions;
- we are not responsible for the accuracy of the information present on any of the Services and the use of the Services is at your own discretion and risk; and
- Adsterra may from time to time carry out routine and emergency maintenance of the Website and/or Platform. Adsterra shall give the Publisher as much notice of any routine or emergency maintenance as is reasonably possible and where reasonably possible shall endeavour to perform routine maintenance in such a way as to cause minimal disruption to the Publisher.

11. Limitation of Liability

11.1. To the fullest extent permitted by Applicable Law, in no circumstances shall:

- Adsterra or any of the Adsterra Parties (where applicable) be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to:
  1) the use of Services and/or the Platform or otherwise related to these Terms, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if Adsterra or any of the Adsterra Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable);
  2) delays or disruptions to the Services and/or Platform, including but not limited to, the unavailability or suspension of the Platform for the performance of routine or emergency maintenance;
  3) viruses or other malicious software obtained by accessing the Services or Platform;
  4) the content, actions, or inactions of third parties;
  5) a suspension or other action taken with respect to your Account;
  6) your need to modify practices, content, or behaviours, or your loss of or inability to do business, as a result of changes to these Terms;
  7) illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
- the aggregate liability of Adsterra and the Adsterra Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these Terms or the use of or inability to use the Services, exceed the total amount of Net Fees paid to you from you under this Agreement in the last three (3) months; and
- the limitations and exclusions of liability set out in clause 11.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of Adsterra, nor shall it limit or exclude any losses for which, as a matter of Applicable Law, it would be unlawful to limit or exclude liability.

11.2. We shall bear no liability for any damage or interruptions caused by any computer virus, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from Adsterra, you should login to your Account through the Website, not by clicking links contained in emails.

12. Taxation

You are solely responsible for determining whether any action or transaction contemplated by these Terms or related to the Services will give rise to any tax implications on your part.

You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any/or all other taxes to which you may become liable to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax howsoever arising. Adsterra shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from any action or transaction contemplated by these Terms or related to the Services.

13. Force Majeure

Neither Adsterra nor any member of the Adsterra Parties shall be liable or responsible to you, or be deemed to have breached these Terms, for any failure or delay in fulfilling or performing its obligations under these Terms, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts beyond its reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or (e) action by any nation or government, state or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or council.

14. Security

14.1. You are solely responsible for maintaining the confidentiality of your Account, including, but not limited to a password, email, wallet address, balance and all activity including transactions made through your Account. Adsterra personnel will never ask you to disclose your password. Any message you receive or website you visit that asks for the password, other than on the Application, should be reported to Adsterra.

14.2. It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your Account. Adsterra also advises you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You must never allow anyone to access your Account or watch you accessing your account.

14.3. You must take reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Account.

15. Miscellaneous

15.1. We may amend these Terms from time to time, including where there are changes to the Services or as may be otherwise required by any laws or regulatory requirements to which we are subject. The changes will become effective on their effective date and must be accepted by the Account Holder, the first time the Account Holder uses the Services after the publishing of the revised Terms and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that an Account Holder does not agree with any such modifications, the Account Holder’s sole and exclusive remedy is to terminate the use of the Services and close the Account.

15.2. If any term, clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms, which shall remain in full force and effect.

15.3. These Terms constitute the entire agreement between the Parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

15.4. You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Adsterra in relation to the subject matter of these Terms at any time before your acceptance of them ("Pre-Contractual Statements"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

15.5. Nothing in these Terms shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Adsterra and/or other individuals or entities involved with the development and deployment of the Services.

15.6. These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Cyprus Law.

15.7. The Parties irrevocably agree that the Cyprus courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).

15.8. You acknowledge that by accepting these Terms, you agree on using contact details provided in your personal account for any communication method.

16. Contact Us

You can communicate for any reason, whether a complaint or not, with us by phone or email. Please note that our calls may be recorded so as to safeguard and protect your interests and for us to ensure the quality of our services. Adsterra may, but are not obligated to, retain any communication with you.