

## **Terms & Conditions**

*[Last Updated: June 3, 2025]*

These Terms and Conditions, together with the terms of the Plan, as defined below (collectively, the “**Terms**”) governs your engagement with AdRevival LLC (“**Company**” “**we**” “**our**”), for the purpose of accessing and using the Company’s media buying and advertisement management platform (“**Platform**”) and the Services offered therein. This Agreement is a legally binding and enforceable agreement between you (“**Customer**” or “**you**”) and the Company, upon registration to our Services.

Customer and the Company shall each be referred individually to as a “**party**” and collectively as the “**parties**”.

**ACCEPTANCE OF THE TERMS:** BY SIGNING UP, OR BY USING OUR PLATFORM OR SERVICES (AS DEFINED BELOW) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS. YOU AGREE TO BE BOUND BY THE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND THE MEDIA PLATFORMS POLICIES (DEFINED BELOW) REGARDING YOUR USE OF THE PLATFORM AND SERVICES. IF YOU DO NOT AGREE TO ALL OR PART OF THE TERMS, PLEASE DO NOT CREATE AN ACCOUNT OR USE THE PLATFORM OR SERVICES IN ANY MANNER.

### **1. SCOPE OF SERVICE & PLANS**

- 1.1. Subject to the terms herein, the Company shall provide you with access to the Platform and with the services you choose to obtain (collectively the “**Services**”), which may include certain feature related to management and setup of your business manager account on an applicable social media platform (respectively “**Business Manager Account**”, and “**Media Platform**”).
- 1.2. The scope of the Services, including media buying spend limits, Fees and Top-Ups (both terms as defined below), are subject to the plans the Company may offer from time to time, as presented to you upon registration and sign-up to the Platform (“**Plan(s)**”). The terms detailed as part of each Plan are incorporated in these Terms and Conditions by reference and constitutes and integral part hereof.
- 1.3. Subject to the terms herein, the Company hereby grants you with a limited, revocable, non-exclusive, non-transferable, non-assignable and non-sub-licensable right to use the Services, solely during the Term (as defined below) and solely for the purpose set forth herein.
- 1.4. The Company, at its sole discretion, is entitled to: (i) determine the features, settings, pricing, or other features which are available as part of the Service; and (ii) modify, correct, amend, update, enhance, improve, remove, replace or make any other changes to, or discontinue, or cease, temporarily or permanently, the Service or any part therein, including any Plans, and features, without liability to you.

### **2. REGISTRATION & CUSTOMER ACCOUNT**

- 2.1. In order to access the Platform and use the Services, you must first register and create an account (“**Customer Account**”). You are solely and fully responsible for maintaining the confidentiality of the password and username of your Customer Account and for all activities that occur under the Customer Account. Unauthorized access or use of the Customer Account or Services must be immediately reported to the Company. You may not assign or transfer your

rights or delegate your duties under the Customer Account, including your username and password, and may not provide access or ability to use any part of the Services to any third party, without the prior written consent of the Company.

- 2.2. During the registration process, and at any time thereafter, the Company reserves the right to request the Customer to provide certain information and documentations, as deemed needed by Company, in its sole discretion, to create and designate the Customer Account, as well as for verification and authentication purposes. You hereby represent and warrants you will provide accurate and complete information and to further promptly update any information that becomes inaccurate, outdated, or incomplete. Failure to provide the requested information, or in the event of untrue or inaccurate information, may result in denial, delay or suspension of Customer Account creation, limited access to Services, as well as termination or suspension of existing Customer Accounts, effective immediately, with or without notice.
- 2.3. The Company will store, process and use the information you provide in the course of registration and through using your Customer Account pursuant to our privacy policy, available [here](#). Note that, we may use your email provided to us during your registration for the purpose of sending you marketing messages and materials as well as operational messages. You may opt out from our marketing messages at any time.
- 2.4. In order to use the Services, the Customer will need to provide its Business Manager Account information. Note that we do not create a Business Manager Account on your behalf or otherwise designate a Business Manager Account. Per your request, we may provide you with access to third party service providers for such purposes, however, any engagement with such third-party providers is made directly between you and such providers, is not and shall not be considered a part of the Service, and you acknowledge and agree that the Company shall have no responsibility or liability with regard to the creation of the Business Manager Account through such third-party service providers. You assume all responsibility regarding the engagement with such third-party service providers.
- 2.5. It is hereby further clarified that the Company may change or replace a Business Manager Account at any time, without liability to the Customer and the Customer shall not have any claims for any errors or damage resulting from replacement of Business Manager Account.

### **3. ACCEPTABLE USE POLICY AND RESTRICTIONS**

- 3.1. You hereby undertake you will not, and not to allow others to: (i) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Platform or Services, nor interfere with the proper working or security measures of the Platform and Services or bypass the measures the Company may use to prevent or restrict access to the Platform and Services; (ii) take any action that imposes, or may impose at the Company's sole discretion an unreasonable or disproportionately large load on the Services infrastructure; (iii) sell, license (or sub-license), lease, assign, transfer, pledge, or share any rights granted or any rights under these Terms with any third party except as permitted hereunder; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's or Services' source code or underlying algorithms; (v) upload invalid data, viruses, worms, malicious code or other software agents through the Platform or Services; (vi) use the Services for any illegal or unauthorized purpose, or could give rise to civil liability or other lawsuit; (xi) modify the Platform or Services, or insert any code or product, or in any other way manipulate the Platform or services in any way or create any derivative works of the Services;

(xiii) use the Services in a manner that violates or infringes Media Platform Polices (as defined below) or any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights.

- 3.2. The Customer further agrees to assume all responsibility for any action made under the Business Manager Account, and to ensure that such actions, as well as the advertising campaigns and ad content (respectively a “**Campaign**” and “**Advertisements**”) managed through the Services, are made in compliance with all applicable laws, these Terms and any policies, terms, or other restrictions on behalf of the Media Platform, including advertising policies (“**Media Platform Polices**”). Without derogating from the generality of the above, the Customer shall fully comply and shall not take any action that may constitute a breach of Meta’s Media Platform Polices, including the ads policies available at <https://www.facebook.io/policies/ads/>.
- 3.3. Without derogating from the above, it is explicitly prohibited, and the Customer may not use the Services, to manage Campaigns or deliver Advertisement that involves, facilitates, advocates or promotes, directly or indirectly, any of the following categories (“**Prohibited Content**”):
- Illegal, illicit, dangerous, or unsafe products, activities, or services.
  - Sexually explicit or other adult content, including pornographic or highly suggestive content or images, explicit, obscured or implied sexual acts, or explicit or implied sexual language, whether simulated or real.
  - Graphic or explicit violence, including assault/rape, injury to human beings or animals, or any acts or torture or terrorism.
  - Alcohol or alcohol-related content.
  - Gambling apps or websites, including online or offline lotteries, casinos, sports betting, and social casino games, or real-money apps or websites.
  - Tobacco and nicotine products.
  - CBD/hemp products.
  - Financial services, investing, retirement planning, banking, crypto, forex or similar.
  - Illegal drugs, drug paraphernalia, or substance abuse.
  - Weapons and weapon accessories, including guns, gun accessories or ammunition, and explosives.
  - Libelous, defamatory, slander or obscene, false, misleading or deceptive content, including of counterfeiters.
  - Content which is discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability.
  - Copyrighted materials, without the permission of the copyright owner.
  - Any content restricted or prohibited under applicable laws or Media Platform Polices.
- 3.4. Failure to comply with the provisions set forth above may result, at Company's sole discretion, in the termination or suspension of access to the Service (or any part or feature thereof) as well as immediate termination of this Agreement, without derogating from any other remedy the

Company is entitled to under this Agreement or applicable laws, and without liability to the Customer.

#### 4. FEES

- 4.1. In consideration for the Services, the relevant fees to be paid in connection thereof shall be calculated and paid in accordance with the Plan chosen by you through your Customer Account or during registration, including type of subscription (“Fees”). All fees are non-cancellable and non-refundable. For the avoidance of doubt, the Fees does not include and payments due to Platform Media in consideration for the Campaigns, and such will be billed and paid by Customer directly to Media Platforms according to the Media Platforms payments and billing policies.
- 4.2. All amounts payable in consideration for the Services are exclusive of all taxes including, among others, sales, value-added and any other taxes, charges, levies and duties.
- 4.3. The subscription billing date is the date you purchase the Plan and make the first payment. On the applicable billing date, you will automatically be charged the applicable Fees. The subscription will remain active until you cancel it, or we terminate it, in accordance with these Terms. You must cancel your subscription before it renews, in accordance with the termination notice period set forth under these Terms to avoid the next billing period. We will bill you for the Fee in the payment method you choose during registration and purchase of a Plan.
- 4.4. Without derogating from the foregoing, Company reserves the right to change the Fees of the Plans and Services, from time to time, without notice. Company shall not change the Fees during the period of the subscription, however, in the event of an automatic renewal, it is your responsibility to review the updated Fees prior to renewal, as such updated Fees will govern and apply during the renewed term.
- 4.5. Late payments shall be subject to interest of 1.5% per month on any outstanding balance, including all collection expenses. Company has the right to withhold the amount in its account and, if necessary, to take legal action to collect the payments owed, in case of suspicion of fraud or fraudulent activities in the transactions carried out by the Customer or if any of its payments are refused.

#### 5. TOP UPS AND CAMPAIGN EXPENSE

- 5.1. The Customer is solely and exclusively responsible for maintaining the balance of the Business Manager Account and shall ensure that the account is topped up on time. Campaigns may be paused if Business Manager Accounts are not topped up on time. The Company is not responsible for paused Campaigns or loss of sales or performance of Campaigns as a result of a Business Manager Account being topped up.
- 5.2. Under certain Plans, the Company may, at its sole discretion, pre-fund or top up the Customer Business Manager Account on behalf of the Customer (“**Top-Up Service**”). In such cases, the Customer agrees to reimburse the Company for all amounts paid in advance and shall transfer the required funds to the Company in full and without delay, in accordance with the payment terms set forth in the applicable invoice. Failure by the Customer to remit payment for the Top-Ups Services in a timely manner shall constitute a material breach of these Terms. In such an event, the Company may, without prior notice, immediately suspend or terminate the

provision of Services, including to remove the Business Manager Account from the Services. The Company may require the Customer, at its sole discretion, to post a deposit or other payment guarantee, or to provide a valid pre-authorized payment method for the purpose of reimbursing Top-Up funds and may automatically charge such a method upon performing a Top-Up.

- 5.3. The Customer acknowledges and agrees that any delay or failure to make timely payments may result in serious, immediate, and potentially irreversible damage to the Company. Accordingly, the Customer shall fully reimburse and further indemnify and hold harmless the Company from and against all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising directly or indirectly from the Customer's failure to make timely payments in connection with the Business Manager Account, including Top-Up Service.

## 6. TERM AND TERMINATION

- 6.1. These Terms shall be in effect as of the date you have accepted its terms through registration. The period of subscription depends on the Plan you have purchased. Subscriptions will automatically renew for an additional subsequent period unless cancelled or terminated in accordance with the below ("**Term**").
- 6.2. You may terminate the subscription and these Terms, at any time, for any reason or for no reason whatsoever, by providing the Company with at least thirty (30) days' notice prior to the next billing of your subscription Plan. The termination shall enter into force upon the completion of the applicable subscription period under the Plan you have obtained.
- 6.3. The Company may terminate these Terms, for any or no reason, provided that if termination is not due to breach or any act or omissions by Customer, termination shall either enter into effect at the end of the then current subscription Plan terms, or otherwise or, at the Company's discretion, effective immediately, provided that prepaid Fees shall be refunded to the Customer, pro-rata, for the period as of termination. In addition, in any event of breach or suspected breach of these Terms or applicable laws by you, the Company shall be entitled to immediately block access or suspend the Customer Account or remove the Business Manager Account from the Services, without liability to Customer, including for any loss of data therein.
- 6.4. Upon the expiration or termination of this Agreement, all rights and licenses granted under this Agreement shall immediately terminate and you shall cease use of the Platform and Services. All sections detailed herein which by their nature are intended to survive termination, shall survive termination or expiration for any reason

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Intellectual Property Rights and all other rights, title and interest of any nature in and to the Platform and Services or any related documentation made available by or on behalf of the Company hereunder (including all modifications, enhancements, upgrades, customizations and derivative works thereof) are and shall remain the exclusive property of the Company and its licensors. For the purpose of these Terms "**Intellectual Property Rights**" shall mean all intellectual property rights of every kind and description, including without limitation: (i) rights in or to trademarks and service marks (whether or not registered), trade names and

other designations of source of origin, together with all goodwill related to the foregoing, (ii) patents and patent applications, (iii) rights in or to copyrights, whether or not registered, (iv) rights in or to trade secrets and confidential information, including without limitation know-how, technology methods, ideas and inventions, (v) rights in software and computer code (whether in source code, object code or any other form) and (vi) all applications and registrations of any of the foregoing.

- 7.2. Nothing in these Terms shall be construed as transferring any right, title or interest to you or any third party, unless explicitly stated hereunder. The Company reserves any and all rights not expressly granted in these Terms. The provisions of this Section shall remain in full force and effect after termination or expiration of these Terms for whatever reason.
- 7.3. The Customer represents and warrants that the Customer is the creator and owner of the Advertisements, or have the necessary licenses, rights, consents and permissions to use such Advertisements in conjunction with the Services.

## 8. INDEMNIFICATION

You shall indemnify, defend and hold harmless, the Company and its respective affiliates, officers, directors, shareholders, or representatives (“**Indemnified Parties**”) from any and all demands, judgments, awards, losses, damages, expenses, claims and liabilities, and all related costs, including reasonable legal fees (“**Liabilities**”) incurred by Indemnified Parties as a result of or arising out of a third party claim arising from: (i) a breach of these Terms, including, among others, any representations or warranties made by you hereunder; (ii) your gross negligence, willful misconduct or fraud, or your employees, agents, or subcontractors; (iii) breach of a third party’s intellectual property rights (v) Campaign, Advertisements or Business Manager Account in breach of Media Platforms Policies or containing any Prohibited Content (iv) any breach or violation of applicable law by you; and (v) nonpayment of any fees and funds related to Top-Up Services.

## 9. LIMITATION OF LIABILITY AND DISCLAIMER

- 9.1. By using the Platform and the Services, you accept personal responsibility for the results of the use of the Platform and our Services. You agree that the Company does not guarantee that you will gain any results, benefits or profits from use of the Services. You acknowledge and agree that the ultimate success or failure of Campaigns will be the result of your own efforts, your own content, your own particular situation and a number of other circumstances that are beyond Company’s control. The administration of the Campaigns, as well as their performance, shall be at your sole and exclusive responsibility.
- 9.2. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION NOR DOES IT EXTENDS ANY WARRANTY OF ANY KIND, WITH RESPECT TO THE PLATFORM, AND SERVICES INCLUDING WITHOUT LIMITATION WARRANTIES WITH RESPECT TO A TRANSACTION OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR: (I) ANY AND ALL TRANSACTIONS MADE THROUGH THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES INCLUDING THROUGH THE CUSTOMER'S USER NAME AND PASSWORD AND ANY ACTION PERFORMED

DURING SUCH ACCESS; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES; (V) ANY LOSS OF TRANSACTION, DATA OR CONTENT; (VI) ANY DAMAGE RELATED TO YOUR BUSINESS MANAGER ACCOUNT OR RESULTED BY ANY ACTION TAKEN BY MEDIA PLATFORMS (INCLUDING ACCOUNT OR CAMPAIGNS SUSPENSION OR TERMINATION, CHANGE OF POLICIES, ETC.). IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE COMPANY TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, ARISING OUT OF OR RELATED TO THESE TERMS, EXCEED THE AMOUNT RECEIVED BY COMPANY FROM CUSTOMER DURING THE THREE (3) MONTHS PRECEDING SUCH LIABILITY.

## 10. CONFIDENTIALITY

In the context of the relationship under these Terms, either party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential information regarding its technology and business ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Services. Confidential Information shall not include information that Receiving Party can show: (i) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information; (ii) was received by Receiving Party from any third party without restrictions; or (iii) is publicly and generally available, free of confidentiality restrictions. In the event the Receiving Party is required to be disclosed by law, regulation or requested in the context of a law enforcement investigation, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The non-disclosure and non-use obligations set forth in this Section 10 shall survive the termination or expiration of these Terms for a period of 3 years.

## 11. AMENDMENTS

The Company reserves the right to modify, correct, or amend the Terms at any time. The most current version of these Terms will always be posted and any changes will be indicated under the "Last Updated" date above. It is your responsibility to ensure that you are familiar with the most current version of the Terms. Your continued use of the Services following an updated version of the Terms was posted, shall constitute your express agreement to be bound by the updated terms. In the event that, subject to the Company's sole discretion, substantial changes were made, the Company may send or otherwise post an applicable notification.

## 12. MISCELLANEOUS

- 12.1. Governing Law and Jurisdiction. These Terms and any claim, controversy, or dispute arising under, related to, or otherwise in connection with these Terms shall be interpreted, construed, and enforced in accordance with the laws of Wyoming, USA applied without giving effect to any conflicts of law principles. The parties agree that any lawsuit that may be brought with respect to These Terms shall be brought and tried exclusively in the competent courts located within Wyoming, USA.
- 12.2. Relationship of the Parties. Each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, fiduciary or agency relationship between the parties for any purpose.
- 12.3. Assignment. The Customer may not assign these Terms, or any of its rights or obligations hereunder, to any third party, without the prior written consent of the Company. The Company may assign its rights and obligations under these Terms to an affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of the Company's assets.
- 12.4. Force Majeure. Neither party shall be liable for any delay or failure to perform if and to the extent that such delay or failure to perform is caused or otherwise brought about by circumstances beyond the non-performing party's reasonable control, including strikes, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, terrorism, Acts of God, and/or inclement weather, which the non-performing party is unable to prevent by the exercise of reasonable due diligence, and provided that the non-performing party uses its best efforts to overcome any such circumstances.
- 12.5. Severability. Should any one or more of the provisions of these Terms be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 12.6. Waiver. A delay or omission by either party to exercise any right under these Terms shall not be construed to be a waiver of such right. A waiver by either party of any of the performance provisions of these Terms shall not be construed to be a waiver of any succeeding performance or breach.