

Credit card payment rules

1. Terms and Definitions

1.1. «Account» means the Advertiser's individual Official Webpage access parameters where the Advertiser manages the scope of the Service provided to him, receives information on his Personal Account balance and performs other activities on the Official Website that is relevant to the provision of the Service.

1.2. «Advertiser» means the person entering into [Agreement](#) with the Company RichAds LTD, registration No. HE 412901 with the registered address at 51, Griva Digeni, ATHINEON COURT Office: 202, Paphos 8047, Cyprus which is the owner of the Software.

1.3. «Application Form» means the application form completed in the order specified by the RichAds filled in by the Advertiser directly on the Official Website for placing the Advertisement on third-party Internet pages, mobile apps and other online resources. The Application Form is available through the button "Get Push Traffic" and allows to customize targeting, timetable and another specific characteristic of your advertising campaign.

1.4. «Personal Account» means the personal account of the Advertiser in the automated billing system of RichAds where all transactions are recorded by RichAds. The Personal Account is not a settlement account or a bank account and does not constitute a payment account within the meaning of applicable financial regulations.

1.5. «Service» means a service that consists of organizing the process of placement of the Advertiser's Advertisements on online resources of the Publishers with the help of the Software under Application Forms filled in by the Advertiser.

Other terms and definitions are used in the meanings established by the [Agreement](#).

2. Service

2.1. RichAds undertakes to provide the Service to the Advertiser within the term of validity of the [Agreement](#).

2.2. The Advertiser acknowledges that provision of the Service will be executed online via the Internet global network.

2.3. To avoid apprehensions the Parties reaffirm that the [Agreement](#) constitutes a service rendering agreement, and the [Agreement](#) is concluded based on the principle Software as a service (SaaS).

3. Payment Terms. Transactions

3.1. Payment is made using plastic cards Visa, MasterCard.

3.2. The Advertiser controls its Personal account and ensures a positive balance on the Personal account in an amount sufficient for simultaneous pre-payment for the Services of RichAds under Advertiser's requests, as well as to cover the costs of RichAds for purchasing Publisher services except for cases when the Parties have agreed on a different payment procedure for the Service. The Advertiser shall ensure the transaction of the funds to RichAds for crediting its Personal account.

3.3. The Advertiser's Personal Account is debited when the Advertiser's advertisement is placed on a third-party website or mobile app under his Application Form. The estimated amount (cost) of such payment is calculated on the basis of Selection and displayed for the Advertiser's preliminary, while the Advertiser fills the Application Form.

The Advertiser is warned and agrees that the estimated amount doesn't take into account some specific features of Advertiser's initial choice reflected in Application Form such as Advertiser's usage of push-traffic etc. Differences between the estimated cost and the final cost of the Services may occur; however, RichAds shall implement reasonable technical measures to minimize significant deviations where feasible..

At the expense of the Advertiser RichAds independently pays for purchasing Publisher services to place Advertiser's Advertisements.

3.4. The currency of funds on the Personal Account is US Dollar. All payments to RichAds for crediting the Personal Account shall be made in US Dollars. Preliminary conversion of any other currency to US Dollars shall be conducted by the Advertiser, bank or payment system, however in any case RichAds shall not be liable for such conversion, its correctness, nor shall he bear any expenses occurred in connection with such conversion.

Crediting of the Personal Account is executed in the amount transferred to the bank account of the RichAds. All commissions and fees charged by banks, payment systems or other financial institutions participating in transactions between RichAds and the Advertiser and (or) securing such transactions are paid by the Advertiser.

3.5. The Personal Account may be credited only by the Advertiser to RichAds bank account. All payments to RichAds shall be made with an indication of the Personal Account. All payments made to RichAds with indication the Personal Account shall be considered as payments made by the Advertiser, unless proven otherwise. The Advertiser undertakes not to disclose the Personal Account to any third parties.

3.6. The Personal Account is debited after the completion of the Application Form for the amount previously displayed in the Application Form depending on the advertising campaign characteristics chosen by the Advertiser except for cases when the Parties have agreed on a different payment procedure for the Service.

3.7. The final cost of the Services is to be determined after the end of its provision on the basis of RichAds's Reporting System data, which shall be presumed accurate, and is displayed in Advertiser's Personal Account. In case of such a situation the Advertiser shall credit its Personal Account in order to cover the difference between the estimated and the final cost of Services within 7 (seven) calendar days from the date of notifying by RichAds (NET 7). And RichAds is entitled to debit Advertiser's Personal Account for the sum of covering the difference. RichAds shall provide the Advertiser with reasonable information regarding such debits through the Personal Account interface

3.8. If the Advertiser defaults the obligation to cover the difference to the term specified in this paragraph, RichAds is entitled to collect from the Advertiser a penalty fee of 1% (one percent) of the overdue amount for each day of delay by debiting Advertiser's Personal Account.

3.9. The Parties confirm their understanding that the Selection results choose the most appropriate Publisher's online resources where the Advertisement shall be placed. Nevertheless, RichAds does not guarantee any specific amount of clicks, reviews and conversions of the Advertisements.

3.10. The Parties agree that RichAds's Reporting System data is the only due means to determine the amount of funds subject to crediting or debiting to/from the Personal Account.

3.11. The Parties confirm their understanding that, in no event, RichAds may make any cash-out refunds to real settlement accounts of the Advertiser, except where required by applicable law or expressly provided in [Agreement](#).

3.12. If the Advertiser detects the errors in the Advertisement placement, he is entitled to request RichAds to refund him the funds been paid for placement of the relevant Advertisement through crediting the Advertiser's Personal Account or by returning money to his bank card at his discretion. Such a refund/return of money may be requested within five (5) calendar days after its detection. The refund is provided only in case of the following errors:

a. The placed Advertisement received an abnormal volume of clicks from a single IP address exceeding reasonable traffic thresholds within one (1) day. In such situation RichAds shall check whether booting bots took place and, if so, accept the refund requested;

b. The Advertisement is placed not under targeting characteristics, specified by the Advertiser in the Application Form, due to the Software error.

3.13. RichAds reserves the right to conduct its own audit to verify whether the relevant error took place. In case RichAds confirms the relevant errors, the refund is made by RichAds through crediting the Advertiser's Personal Account within thirty (30) calendar days after such confirmation.

3.14. The online credit card payment transaction is completely confidential and secure. Your personal data and card details are entered not on the page of our site, but on the authorization page of the payment system. Access to them is carried out using the secure data transfer protocol (TLS), and verified Internet payment technologies Verified by Visa and MasterCard SecureCode are also used to transfer confidential information from the client to the server and further processing in the processing center. This means that confidential payer data (card details, registration data, etc.) do not go to the online store, their processing is completely protected, and no one can get personal and bank data of the client. In addition, when processing payments by bank cards, the secure 3D-Secure technology is used, which is required by the international payment system VISA and MasterCard.

4. Quality of the Service

4.1. The Parties agree that under the [Agreement](#) the Service is rendered under the condition "as is", and RichAds shall not guarantee specific Service outcomes, except as required by applicable law, nor shall RichAds be liable for irregularities in Service rendering, temporary interruptions in the Software operation or lack of access to the Official Website regardless of the reasons for these irregularities, interruptions or lack of access.

4.2. Despite the provisions of clause 4.1. hereof RichAds shall make all possible efforts to ensure the Service provision 24 hours 7 days a week. In the necessity to terminate the Service provision in order to conduct maintenance work or improvement of the Software, the Official Website or other reasons of technical or administrative character RichAds shall use reasonable efforts to provide prior notice of the Advertiser by any available means.

4.3. The Advertiser shall address the technical support service on the Official Website or by sending a request to RichAds during the entire term of validity of the [Agreement](#). All instructions or requests of the Advertiser to the technical support service shall be sent from the Official Website special section with the use of the Account or via email confirmed by the Advertiser as owned and managed by the Advertiser. In such cases RichAds shall not be liable for execution of any instructions received by the technical support service from such email in particular if later established that instructions had not been sent by the Advertiser or against the actual will of the Advertiser.

4.4. RichAds refuses any liability with respect to quality, security or reliability of the Service, the Advertiser acknowledges these limitations to the extent permitted by applicable law. RichAds does not provide any direct guarantees or promises related to quality, security and reliability of the Service. RichAds refuses all implied guarantees and declarations including inter alia any guarantees on merchantability, correspondence to any aims, property rights, data accuracy and non- infringement of rights. In case the Advertiser is not satisfied by the Service the Advertiser is entitled to terminate the Service consumption and dissolve the [Agreement](#) in accordance with clause 12.1. [Agreement](#), and such dissolution is one of the available remedies, without limiting any statutory rights of the Advertiser.

5. Contacts

If you have any questions concerning payments, quality of services, refunds you can contact us via hello@richads.com or another contacts listed on the Official Website.