

1. INTRODUCTION

- 1.1 Ibanners is an online marketing self-service platform. These Terms and Conditions apply to your use of the Ibanners website or platform as a Service received from Ibanners. Clients can design, develop and market their own online advertising campaigns by using this Service (the “Service”).
- 1.2 The Company strongly advise its clients and potential clients to take the time and carefully read and understand the Terms available on the Company’s website before you decide to open an account with the Company, or make any use of the Company’s online portal. Prior to the opening of an account with the Company and therefore become a client of the Company, you are kindly requested to read and accept the Terms included in this agreement. In the event you are facing difficulties to understand any clause of this agreement we kindly advise you to contact us and/or seek professional advice if necessary. If you do not agree to all of these terms, it is advised that you do not use Company’s Service.
- 1.3 English language is the official language of the Company. Should any conflict, misunderstanding and/or dispute might occur at some point, the English version of this agreement shall prevail whenever there is any discrepancy between the English version and any other versions.
- 1.4 As long as the User holds an account with Ibanners, the User agrees to be contacted via e-mail, telephone, skype and text messaging by Ibanners and by third parties if relevant, regarding the Services provided by Ibanners

2. DEFINITIONS OF TERMS

- "Campaign " – an advertisement displayed on a screen of a web page or on a printed page.
- "Ibanners" – Ibanners Address
- “Campaign Period” – The Registration Period of a certain Campaign is determined during the creation of the Campaign by the User.
- “Click Payments” – payment from qualified Clicks on a User’s Campaign.
- “Commission” – payment to the User due to the sale of a product from the User’s Campaign
- "Issuance" – the first Registration of a certain Campaign to a certain Registrant.
- "Person" – any legal entity, including without limitation corporation, limited liability company, cooperative, partnership, trust, organization or any similar entity.
- “Qualified Click” – internet user visiting the Ibanners widget on website.
- "Registrant" – a User to whom a Campaign is registered at the Ibanners Registry
- "Registration" – the creation of a record at the Ibanners Registry which links a certain Campaign
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- "User" – (hereinafter referred also as 'You' or 'Your' or 'Client'), any Person who signs up with Ibanners or otherwise opens user account with Ibanners,

3. ACKNOWLEDGMENT

3.1 The Client (hereinafter referred also as 'You' or 'Your') hereby acknowledges, confirms and approves that she/he has read, understood, accepted and agreed with all the information available on the Company's Website, including, but not limited to legal documentation, such as the Terms of Business as amended from time to time.

3.2 It is therefore of high importance to note that by accepting this agreement you enter into a legally binding agreement with the Company and a binding relationship exists between You and the Company.

3.3 These Terms and Conditions do not in any way alter the Terms or Conditions of any other agreement you may have with Ibanners or its affiliates.

4. ELECTRONIC SIGNATURES

4.1 Any agreement between the Company and its Clients (as defined below) and the procedure to be followed under it, does not require the agreement to be physically signed either by the Client or the Company, however if you wish to receive duly stamped and signed copy of this Agreement please inform the Company accordingly and provide us with duly signed copy from your side.

4.2 The Client is kindly advised to keep a copy of this version of Terms of Business for his/her own reference.

4.3 A copy of this document in a PDF format can be found in the Company's Website.

5. APPLICATION

5.1 This agreement (and any amendments to this Agreement) are non-negotiable and prevail of any previous agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client. This Agreement set out the principles under which the Company agrees to provide the Service to its Clients.

5.2 This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the potential risks of the provided Services.

6. CLIENT'S ACCOUNT

6.1 Prior to conclude any transaction, the Client must initially open an account with the Company. Where the Client opens an account with the Company he/she is prohibited to use this Account in order to make payments to third parties. Prior the opening of Account the Client must fill the Company's Application Form and send all the required documents as described in the relevant forms for natural persons and legal entities.

6.2 The User must have an active email address(hereinafter: the "Official Address") in order to register with Ibanners. The User hereby irrevocably agrees to receive notices from Ibanners to the Official Address.

6.3 Any notice, declaration or other communication required or authorized to be given by Ibanners 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.

6.4 The Company is required to comply and follow with the Anti- Money Laundering ("AML") and now your Customer ("KYC") Legislation and therefore the Client must provide the Company with the following information during the registration process:

- a. full name;
- b. address/ residency;
- c. date of birth (you warrant that you are at least 18 years of age and are lawfully able to accept these Terms and Conditions);
- d. nationality;
- e. contact information

6.5 The User understands and accepts that Ibanners is required to conduct a "Know Your Customer Process" ("KYC Process") and Anti-Money Laundering checks ("AML Checks"). The KYC Process and the AML Checks will require Ibanners to obtain the following documents from the User:

- A copy of the User's valid passport or valid identity card, as per International KYC standards;
- A copy of a recent utility bill (no older than 6 months) in the User's name clearly displaying the User's name and address, as per International KYC standards;
- In the event the Client wishes or intends to fund his/her account with credit or debit card, a copy of the said card must be submitted along with the last 4 digits visible on the card number and CVV number on the back covered
- 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.

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.

6.6 It is hereby agreed between the Client and the Company that the funds received in a currency that the Client does not have an account then the said funds will be converted by the Company into the currency the Client Account is opened. In such situations the conversion will be made at the exchange rate applied on the day and at the time when relevant funds are at the Company's disposal.

6.7 The Client has the option to request the opening of a sub-account. Where the Client opens more than one account the Company reserves the right to treat these Client Accounts as a single Client Account.

6.8 Since both the Company and the Client signed this Agreement, the Terms of Business becomes effective and binding.

7. TRANSFER OF FUNDS

7.1 In order for the client to transfer funds the Company will provide the Client with the name, address and account number of the Company's "Client account". It is the Client responsibility to read and understand the extra information provided on each payment method that the Company provides.

7.2 Third party payments intended to be credited to Client's Accounts are strictly prohibited. Additionally, the funds that will be sent to the Bank Client's Account can only be sent by the Client and not by Third Party. The funds that should be sent to the Bank Clients' Account will be deposited in the Client Account at the value date of the received payment and clear from any deduction and charges from the transferring bank. Before the deposited amount to be available to the Client's Account(Platform) the Company must be satisfied that the sender is indeed the Client. The Client remains fully responsible for the needed payment details that are provided to the Company and the Company from its end has no responsibility/liability in cases where payment details proved to be wrong. Also, the Company will have no liability for any funds that had not been deposited directly into the Company's Bank Accounts.

7.3 The Client by signing the present agreement gives his/her consent and authorizes the Company to make deposits and withdrawals from the Client Account on the Client's behalf including but not limited to, for the settlement of transactions performed by or on behalf of the client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

7.4 All withdrawal requests must be made through Ibanners platform. If a request has not been made this way, it may not be acknowledged as a request.

7.5 For a User to be eligible for a successful withdrawal of funds, the user must submit all requested documents to Ibanners, including but not limited to KYC documents. The User must not have any issuance of Campaigns on his account at time of withdrawal request.

7.6 Fund transfer requests are processed by the Company within five to ten (5-10) working days and the time needed for crediting into the Client's personal account will depend on the Client's Bank Account provider. The Balance shall be reduced by the transferring amount on the day the transfer request is received.

7.7 The User may withdraw from his Ibanners Account any eligible amount, subject to a withdrawal fee equal to agreed (hereinafter: "Withdrawal Fees").

7.8 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.

7.9 The Company has the right to delay the processing of the transfer request if it is not satisfied from the documentation provided by the client or might decline a withdrawal request if the said request is contradicting with the provisions of this section of the present agreement. As already said, the Client's withdrawals will be made using the same method that the Client used to fund his/her account.

8. CREATION OF CAMPAIGNS

8.1. In order to create a Campaign, a User is required to add funds to his or her Ibanners Account. These funds are used by the User to create their Campaign(s). The User determines the Campaign budget by selecting the cost and amount of impressions required for each campaign.

8.2 Through Ibanners's interactive platform, a Users must create their own Campaign which includes campaign headline, campaign budget and campaign period. Thereafter the User is 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.

8.3 Ibanners reserves the right to remove any Campaign created by a User that contains offensive or inappropriate language.

8.4 Once a User is finished creating his or her Campaign, a User must click save and launch the Campaign.

9. PROCESSING OF CAMPAIGNS

9.1 A Campaign shall be deemed to be Registered at the time it is actually received by Ibanners.

9.2 Throughout the Registration Period, Ibanners 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.

9.3 Throughout the Registration Period, the Registrant's user account with Ibanners will be credited for each Qualified Click, as per these Terms and Conditions

10. LIMITED RIGHT IN A CAMPAIGN

10.1 The Registration of a Campaign to a User, grants the User only the exclusive right to receive the Click Payments during the Registration Period.

10.2 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.

10.3 Individual results will vary, and as such IBanners is not obliged to indemnify clients for any losses.

11. PROMOTIONS AND SPECIAL OFFERS

11.1 Ibanners 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.

11.2 Ibanners reserves the right to offer a User a bonus, the conditions of which are detailed in a Bonus Agreement. Where a User accepts a bonus, the User will be required to read, accept and sign, and return the Bonus Agreement to Ibanners.

12. MANAGEMENT FEES

12.1 The Company will receive fees from You for the Services under this Agreement and compensations for the expenses that might occur for the purposes of this Agreement. Also, it will receive fees for the execution of those services. In addition, the Company has the right to amend, from time to time, the size, amounts of its fees at its sole discretion for which the Client will be notified accordingly.

12.2 The Client will be provided with the necessary information about the costs and charges in relation with the investment service and the respective costs, commissions, fees and charges. This information will be provided on a regular timeframe during the term of the relationship between the Client and the Company. The Costs and charges can be found in the Company's website.

12.3 Under current Management Fee policy, discounts on Management Fees are applicable as per the Ibanners account manager discretion. UNDERTAKING BY Ibanners

12.4 Clients may also incur expenses relating to the withdrawal methods, information of which can be found in the Company's website.

13. CLIENT'S COMPLAINT

13.1 In the event the Client has any complaint towards the Company or he/she believe that there are grounds to believe that a complaint occur in relation to any aspect of Client's relationship with the Company, the Client should send the written notice addressed to: support@i-banners.com, as a first resort to settling any matter.

13.2 The complaint must not include:

- a. Offensive language;
- b. Affective appraisal of the conflict situation;
- c. Uncontrolled vocabulary.

13.3 iBanners will confirm safe receipt of User's Complaint within three (3) business days. Ibanners will review the complaint and reply (email or telecom) to the User within ten(10) business days from the date of receipt of the Complaint which will include an analysis on the Company's findings based on the investigation done

13.4 Ibanners reserves the right to settle a complaint in any appropriate manner.

14. REPRESENTATION AND WARRANTIES FOR THE USER

14.1 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 Ibanners.

14.2 All statements made, and information provided at any time by the User to Ibanners, is complete and accurate.

14.3 Ibanners manages all refunds and can return money to all Clients if they are not satisfied with the Product. Each Customer has a 10-days money-back guarantee(if none campaign is active) . If you are not satisfied with the Product and want to request a refund, please contact us at support@i-banners.com

14.4 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:

14.4.1 Create, open or register multiple accounts with Ibanners;

14.4.2 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;

14.4.3 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 Ibanners website and/or any website where a Registered Campaign is presented;

14.4.4 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.

15. DELIVERY OF SERVICES

15.1. Ibanners'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.

16. RESERVATION OF RIGHTS

16.1. Ibanners 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:

- Employees of Ibanners may use pseudonyms during User interactions.
- Ibanners 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.

16.2 Ibanners reserves the right to 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.

17. LIMITATION OF LIABILITY

17.1 Ibanners provides the website, the Services, and all content on an "as is" and "as available" basis.

17.2 The User acknowledges and agrees that subject to the undertaking of Ibanners specified in the Terms and Conditions, Ibanners 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 Ibanners. The User's activity with Ibanners shall be at the User's sole risk.

17.3 The user acknowledges and agrees that Ibanners 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:

17.3.1 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;

17.3.2 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;

17.3.3 Any representation, warranty or guarantee that the operation of Ibanners Websites or any part thereof will be uninterrupted or error-free and/or any Ibanners Websites or any part thereof as to the possibility that Ibanners Websites or any part thereof might be hacked;

17.3.4 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;

17.3.5 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;

17.3.6 Any representation, warranty or guarantee that dealing with Registration of Campaigns does not involve substantial financial risk and/or may not generate substantial losses;

17.3.7 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 Ibanners's platform or available on Ibanners Websites.

17.4 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:

17.4.1 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;

17.4.2 Any insufficient or unsatisfactory exposure or non-exposure of Registered Campaigns;

17.4.3 Any unauthorized access to or use of the Ibanners Registry, including without limitation, any server or other computer hardware or software of Ibanners and any unauthorized access to any and all personal information and/or financial information stored therein;

17.4.4 Any bug, virus, Trojan horse or the like, which might affect the Ibanners Registry and/or any information stored at the Ibanners Registry, including without limitation any server or other computer hardware or software of Ibanners;

17.4.5 Any error, interruption, malfunction or temporary cessation in the operation of Ibanners Websites or any part thereof and any hacking of any Ibanners Website;

17.4.6 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.

18. COPYRIGHT AND TRADEMARK NOTICES

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

19. GOVERNING LAW

19.1. These Terms and Conditions and the use of the Ibanners platform will be exclusively governed by the laws of the United Kingdom.

20. DORMANT FEE

20.1 Accounts in which there have been no activity for a period of one(1)) month will be considered by the Company as inactive. Inactive accounts are charged with a monthly maintenance fee of 20 EUR or the account's entire Equity if the Equity is less than 20 EUR. The first maintenance fee will be charged at the beginning of the next month which follows the classification of the account as inactive and any further maintenance fee shall be charged upon each following month thereafter, provided that the account will remain to be classified as inactive. There will be no charge if the account's Equity reaches zero.

21. TERMINATION AND CLOSING ACCOUNT FEE

21.1 Ibanners 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.

21.2 Ibanners may terminate the Service immediately without giving any notice in the following cases:

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

21.2.2 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;

21.2.3 Termination is required by any competent regulatory authority or body;

21.3 In case the User wishes to close the account with Equity and no activity, iBanners is entitled to charge the Closing Account Fee of 30 EUR.