

Terms and Conditions

By agreeing to the terms of this Terms and Conditions, you also agree to the Privacy Policy.

Privacy Policy contains important information about our practices in collecting, storing, using and disclosing your personal information and forms an integral part of the current Agreement.

You hereby represent and warrant to StonecastAds that you have familiarised yourself and agree with those privacy policies.

1. DEFINITIONS AND PROVISIONS

1.1 " Agreement " means this Terms and Conditions and the IO (s) to this Agreement.

1.2 " Campaign " means the details of the advertising campaign, the specifics of where, how and when a Content should be posted, including the type of Content, placement of the Content, payment terms and the dates during which a Content should be posted, all as set forth in this Agreement and (or) in the IO(s) of Agreement.

1.3 "Content" is herein defined as any graphic file and/or any and all accompanying printed, hand written or electronically transferred information, including video clips, online media content, video materials about advertisers products or services, supplied by the Blogger to the StonecastAds or created by the Blogger to be posted for advertising purposes.

1.4 " CPM " is herein defined as Cost-Per-Mille, a specific kind of deliverable which is achieved by one thousand views of Content.

1.5 "Flat fee" - a fixed payment for Blogger or Agency if is agreed in IO to this Agreement.

1.6 " Intellectual Property Rights " shall mean on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

1.7 " Account " is the Blogger account in the social network as the Instagram, the Facebook etc. and is indicated in the IO to this Agreement. 1.8 "Channel" is the Blogger channel on YouTube is indicated in in the IO to this Agreement.

1.9 "Followers" — followers of the Account or Channel.

1.10 " Average views" - the average number of video views, it is usually considered the last 15 videos or the last 3 months.

1.11 "Period of presence" - the period during which the Content must be present in the place of posting indicated by the Parties (Account or Channel), and also during which the Content should not contain other advertising, including interrupted by advertising (for example, pre-roll).

1.12 "Advertiser" - StonecastAds client whose products or services are advertised through Content on the terms of the Campaign.

1.13 "Brand" - trademark, name, logo and other object of advertising, which is associated with the products or services of the advertiser.

1.14 "IO" - an insertion order for posting Content on certain resources (Account or Channel). It is an integral part of this Agreement.

1.15 The following Terms and Conditions (hereinafter also referred to as the "Term and Conditions") govern your access to and use of:

- Our website located at www.stonecastads.com (hereinafter referred to as the "Website"),

- Our online platform facilitating the matching of persons offering to create promotional online media content (each hereinafter referred to as a "MarketPlace").

1.16 This Agreement form an agreement between Stonecast Financial LLC, a limited liability company, validly incorporated and existing under the laws of Indiana, USA, registered office at 9165 Otis Ave Suite 238, Indianapolis 46216, USA ("StonecastAds", "us", "we", "our") and Bloggers or Agency ("you"), when referred to collectively as - "Parties".

1.17 The term "you" refers to the natural person, individual entrepreneur or the legal entity communicating with StonecastAds for the purpose of creating and posting Content about advertisers products or services.

1.18 This Agreement defines relations between StonecastAds and Bloggers/Agencies when StonecastAds acts as an advertising agency.

1.19 Acceptance of this Agreement is the signing of an appropriate IO.

1.20 You agree that any and all information provided during the registration process ("Registration Data") is true, accurate, up-to-date and complete. You also agree to update and maintain Registration Data so that it is true, accurate, up-to-date and complete.

1.21 By accessing and using the Website you accept and agree to be bound by and comply with these Terms and Conditions and you confirm that you understand the content of the Agreement in full and that you personally, freely, for your own benefit knowingly and wilfully express your consent for concluding it in the form it is presented on the Website with all modifications and amendments that can be introduced to it, and that you were not provided with any additional guarantees, warranties, agreements, contracts, obligations, compensations or any other promises of any kind, except those that are explicitly defined by the Agreement, and that you voluntarily, unconditionally and irrevocably waive any claims, rights and/or means of protection, except those provided by the Agreement.

1.22 "MarketPlace" is provided solely to Bloggers for the following purposes:

- collect information about the various Advertising Campaigns and Advertisers available in the MarketPlace;
- facilitating communication and workflow with StonecastAds with the aim of reaching an Agreement;
- facilitating your receipt of payments from StonecastAds under the Agreement.

1.23 If you do not accept and agree to be bound by the current Terms and Conditions, please do not access or use the MarketPlace. If you are accessing or using the MarketPlace on behalf of another natural person or a legal entity, you represent and warrant that you have the appropriate authority to bind such person or entity to the current Terms and conditions.

1.24 You and you alone are solely responsible for maintaining the confidentiality of your password and information associated with your account that you desire to remain confidential. You also agree that you are responsible for any and all activities that may take place, or occur under your password and account. You further agree to notify StonecastAds in the event your password or account has been used without the proper authorization or there are other breaches of security of which you become aware. StonecastAds will not be responsible or liable for any loss or damage incurred, or later arising from your failure to comply with this section. StonecastAds prohibits the sale or transfer of control of any StonecastAds account by the registered account holder to any other individual or party.

2. GENERAL TERMS

2.1. StonecastAds appoints and you undertake to carry out the Campaign with mandatory posting the Content on Account(s) and (or) Channel(s) (hereinafter referred to as the "Services") during the validity period of this Agreement.

2.2. The Services under this Agreement shall be rendered on the terms agreed in the relevant IO thereto.

2.3. As a condition of your use of the MarketPlace, you warrant that:

- you have a full legal capacity, in compliance with the applicable legislation, provided that the use of the rendered services does not contravene the law of your country;
- you confirm that you do not offend against your local law while use our services;
- you possess the legal authority to create a binding legal obligation;
- you shall use the MarketPlace strictly in accordance with the current Terms and Conditions;
- all information provided by you is true, accurate, complete and up-to-date;
- you have reached the age of majority in your jurisdiction of residence.

StonecastAds retains the right at its sole discretion to deny access to anyone to the MarketPlace or the services it offers, at any time and for any reason, including, but not limited to, for violation of the current Terms and Conditions. You shall cease and desist from any such access or use immediately upon request by StonecastAds.

2.4. You will be required to successfully sign up for a personal account (the "Personal Account") and be issued with a username and password login ("User ID") in order to use the MarketPlace. If you are issued with a User ID, you shall

keep your User ID secure and shall not share your User ID with anyone else, and you shall not collect or harvest any personal data of any other user of StonecastAds, including account names.

2.5. Upon the registration and choosing of your username and password you must not disclose them or transfer your rights of use to any third party.

The person who entered your username and password on the Website is presumed to be the full-right owner of your Personal account and all transactions made by this person are regarded as valid. Under no circumstances we bear any responsibility for the losses that occurred as a result of an unauthorised usage or misuse of your registration data. We are under no obligation to store your username and password.

In case of a loss of your username or password, please contact us in order to recover ID. Please, note that in mentioned situation StonecastAds may initiate a security check.

3. TERMS OF CAMPAIGN

3.1. Content should be prepared and sent for approval to us for 3 days before the release date. Content can't be posted without final StonecastAds's approval.

3.2. If the Content cut doesn't meet the StonecastAds's requirements listed in this Agreement the StonecastAds may ask for a one round of edits.

3.3. The Content should never be deleted from the Account(s) and (or) Channel(s). The video or post text shouldn't contain any other ads (except Youtube Ads).

3.4 . You shall immediately inform us about shutdowns Content on the Account (s) and (or) Channel (s) upon third parties initiative.

3.5. You can't attempt to make any changes to the Content, neither/nor otherwise attempt to influence its functionality.

3.6. All Content made during Campaign will clearly and conspicuously disclose any relationship between you and StonecastAds in compliance with the FTC Guidelines on endorsements and as reasonably directed by the StonecastAds or you.

3.7. You will ensure the satisfactory posting of the Content, subject to any review and acceptance procedures, as described in this Agreement or in IO to this Agreement. The posting period may be subject to change based on the availability of any factors reasonably outside of Bloggers control, or otherwise upon mutual agreement of the parties.

3.8. As the deadline is a contractual obligation, you have to adhere strictly to deadlines, specified in the IO of this Agreement.

3.9. We have one run to ask for making amends in the Content (under amends we mean both minor corrections in the video and re-recording of the scenes that do not meet the requirements of the technical specification).

If after one run in the video failed attempts to remedy the problem, all payments made by the StonecastAds on payments due to the providing of Services should be return in full to the StonecastAds by you.

3.10. You should not use, give links and recommendations in the video on other brands, goods, etc., using only advertising of a particular brand, described in the IO to this Agreement. Your task is also to bring to the general information through photo/video post the information about the advertised brand specified in the IO to this Agreement.

3.11. In strict accordance with this Agreement and the IO of this Agreement you provide Services in a diligent, timely, and professional manner in accordance with the level of care customarily observed by skilled professionals in this discipline. During the term of this agreement and in the course of supplying the Services, Blogger shall not commit any criminal act or be involved in any activities that could be deemed to endanger the public.

4. COST AND PROCEDURE OF SETTLEMENTS

4.1. Payment for the Services rendered by you within the terms of this Agreement shall be made by transfer of funds in Euro, USD or Russian rubles to the banking details specified in IO.

4.2. The terms of payment (CPM, Flat fee) and fee of the Services are determined by the parties in the IO to this Agreement.

4.3. The date of payment is considered to be the date of writing off the funds from the StonecastAds settlement account.

4.4. CPM details

4.4.1. The price for integration calculated from views of the Account or Channel is calculated.

4.4.2. StonecastAds can pay the average cost based on Average Views.

4.4.3. If the Account or Channel has scored fewer views than the Average Viewer, Blogger or the Agency only receives payment for the total number of views. If you received an advance payment for the Services more than the total cost of views, then you must return the amount of such a difference StonecastAds.

4.5. The Blogger's fee includes remuneration for intellectual property rights to the works created under this Agreement and IO.

4.6. Each party is solely and separately responsible for its own taxes, fees, or other levies.

4.7. If you failed to wholly or partly perform its obligations specified herein or violates its representations, warranties and commitments made hereunder shall undertake relevant liabilities for breach of contract and return all payment made by the StonecastAds.

4.8. All payment commissions that may arise during a payment are refrained by the bank or other payment provider from the fee of Blogger.

4.9. Payment can be made to a bank account, bank card, e-wallet or other means specified in IO.

5. INTELLECTUAL PROPERTY

5.1. The Blogger grants (directly or through the Agency) to StonecastAds and Advertiser a limited, exclusive, royalty-free, worldwide, transferable, sublicensable, right and license to publicly display and distribute the Content via StonecastAds's owned/operated channels, including Blogger, subcontractors, bloggers name, likeness, images from published Content, voice/sound from Content videos, or photographs from Content, solely in connection with the marketing and promotion of the Content and Advertiser, its products and services. Posting will be restricted to Client's designated digital properties, which are its websites/apps, digital newsletters, brand/property emails and social media channels, including YouTube, Facebook, Twitter and Instagram, for a period of one (1) year from Bloggers 's posting of the Content, and may remain archived in perpetuity. StonecastAds undertakes to obtain permission from the Advertiser for Blogger a limited, royalty-free, worldwide, sublicensable, right and license to use, reproduce, publicly perform and display, distribute (either directly or through third party distributors), and otherwise publish the Brand Marks within Content during the Content's online life solely in connection with the marketing and promotion of Advertiser, its products and services.

6. SECURITY CHECK We reserve the right to conduct a security check in compliance with the provisions of Privacy Policy. Failure to pass the security check may lead to termination of this Agreement. For the reasons of your personal security, the security of us and our partners StonecastAds reserves the right to conduct at any time a security check, which includes, but is not limited to, the verification of the information that you provided us when entering into this Agreement, as well as with the applicable law. You do realize that having accepted Agreement you authorize StonecastAds and our partners to use and disclose the confidential information that you provided for the purposes specified by the Privacy Policy, as well as to request any commercial or private information from any third party in order to validate the data you provided. In particular, we reserve the right to request statements from any public registers and systematized data bases, including bank statements, and receive information from our partners and other third parties. By accepting this Agreement you undertake to provide all required documents and information. Failure to provide us with such information may lead to our unilateral termination of this Agreement. Please treat with understanding and to inform you that for security reasons we do not cooperate with the residents of the following countries: Ethiopia, Iran, North Korea, Pakistan, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia and Yemen, Iraq, Vanuatu, Cuba, Region of Crimea.

7. CONFIDENTIALITY

7.1. The Parties agree to keep secret and deem confidential the terms of this Agreement, as well as all the information received by one Party from the other Party during the performance of the Agreement and indicated by the Disclosing Party in writing as confidential information of such Disclosing Party (hereinafter referred to as the "Confidential Information"), and not to disclose, divulge, make public or otherwise provide such information to any third party without the prior written permission of the Party disclosing this information.

7.2. For the purposes of this Agreement, the Confidential Information shall also include:

- remuneration, amount of remuneration, formulas of settlements;
- names of all third parties that become known during the performance of liabilities under the Agreement;
- Promotional Materials (name of the Videos, name of the Right Holders);

Confidential Information shall not include:

- name of the counterparty under the Agreement;

- logotypes (trade marks). The Parties are entitled to disclose information about the fact of contractual relations between them for advertising and marketing purposes;

7.3. Each Party shall take all necessary efforts to protect the Confidential Information with at least the same degree of due diligence with which it protects its own confidential information. Access to the Confidential Information shall be provided only to those employees of each Party who reasonably require it to perform their official duties for the performance of the Agreement. Each Party shall oblige such employees to undertake the same obligations with respect to the use of the Confidential Information, which are imposed on the relevant Party by this Agreement.

7.4. In terms of this Agreement, the following information shall not be deemed confidential: information that at the time of disclosure was or has become generally available otherwise than as a result of a violation committed by the Receiving Party; or information that becomes known to the Receiving Party from a source other than the Disclosing Party, without any violation of the terms of this Agreement by the Receiving Party, which can be evidenced by documents sufficient to confirm that the source of such Confidential Information is a third party; or information that was known to the Receiving Party prior to its disclosure under the Agreement, which is evidenced by documents sufficient to confirm the fact of such possession of the Confidential Information; or information that was disclosed with the written permission of the Disclosing Party.

7.5. In case that information was provided to the authorized representatives of public authorities, under the terms of this Agreement the Party that provided such information to the authorized representatives of public authorities shall notify the other Party about the fact of providing information in writing immediately, but not later than within 1 (one) business day, indicating the norms of the current legislation under which the provision of information is mandatory, as well as indicating the list of information provided and enclosing a certified copy of the request of authorized representatives of public authorities.

7.6. Liability to keep the Confidential Information secret comes into force from the time of the first transfer (disclosure) of such information to the Receiving Party and remains in force for 2 (two) years after the expiration or termination of the Agreement for any reason.

7.7. The Parties are entitled to disclose information about the fact of contractual relations between them for advertising and marketing purposes.

7.8. Any disclosure of the Confidential Information in violation of the terms of this Agreement shall entail liability in the form of a penalty for the divulged party, at the request of the other Party.

8. SPECIAL PROVISIONS AND TERMS

8.1. In all other respects that are not provided by this Agreement, the Parties shall be governed by the current legislation of the State of Indiana, USA.

8.2 StonecastAds may make changes to this Agreement as needed without any prior notice to the Blogger or the Agency. You are required to independently monitor any changes to this Agreement and in case of disagreement with them, send us a notification of this and stop working with us under this Agreement. If such notification is not followed, the changes are considered automatically accepted by you.

8.3 Invalidity of any clause of this Agreement shall not entail invalidity of the entire Agreement.

8.4 This Agreement, together with IO, contains the entire agreement between you and StonecastAds regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions, or agreements.

8.5. Notice about the new version or changes to this Agreement and/or privacy Policy shall come into force and will be deemed accepted by the Customer, (a) immediately for those Customers who purchased the service after the publication of an updated version on the website StonecastAds, or (b) for those who already have existing accounts, the updated Agreement will be deemed to be in force in case of use of the service StonecastAds with the updated Agreement. Notices regarding: (a) material changes to the Agreement; (b) internal or external changes that materially affect StonecastAds's ability to conduct business; (c) termination of the Agreement; or (d) any other material information that must be in writing will be deemed to be provided in writing if such information is sent to Your e-mail address provided at registration

9. REFUND POLICY

9.1 If the collaboration with blogger is on a prepayment (full or partial) and he refused to perform work or didn't fulfill it in due time, the blogger is obliged to pay back the funds to HypeFactory within 5 (Five) working days from the moment of waiver of the work or the expiry of the period of performance.

9.2. If the blogger does not return the funds within the specified period, the company reserves the right to apply to the court for the recovery of these funds, the blogger undertakes to reimburse all legal costs, including attorneys' fees, in full.

9.3 Terms of payment blogger penalty or fine in case of refusal to cooperate with him specified in the Agreement between bloggers and HypeFactory.

10. CONTACTS Company: Stonecast Financial LLC Address: 9165 Otis ave, Suite 238 Indianapolis 46216, Indiana, USA
E-mail: info@stonecastfin.com

Effective Date: Jan 1, 2023