

Applicant

TERMS AND CONDITIONS

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Ash TV intl. Ltd. Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY BEFORE REGISTERING FOR ASH TV. PARTICIPATING IN ASH TV INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS PLEASE DO NOT REGISTER FOR OR PARTICIPATE IN ASH TV.

Introduction. Any agreement as applicant between you and Ash TV intl. Ltd. (hereinafter: Ash TV) consist of these Ash TV terms and conditions. These terms and conditions are available at the URL <https://www.ash.tv/terms>, or at any other URL that Ash TV may supply from time to time. “You”, “applicant” or “participant” means any entity identified in an enrolment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this agreement.

Section 1 Meaning of words

- a. **Active:** the status of your campaign when views are made. Apart from the status active, your campaign can be paused, deleted, or (re)created.
- b. **Ash TV intl. Ltd.:** Ash TV. May be referred to as “we” “us” “our”.
- c. **Advertisements:** Ash TV advertisements and third-party provided advertisements. May be abbreviated to “advert”.
- d. **Advertising methods:** Ash TV provides four different advertising methods. All can be found on our website.
- e. **Campaign:** a self-created campaign, by uploading the advert you want to use, by setting the daily budget, by choosing the landing page you want clicks to land, and by choosing the one of the advertising methods we provide.
- f. **Clicks:** a view that lands on your landing page, by either clicking on the advertisement, or visiting the page later on. We have different ways of tracking a user, all can be found on our website or by requesting a case study.
- g. **Click through rate:** the amount of clicks that result from the views. May be referred to as clicks per impression. It is calculated by dividing the amount of clicks by the amount of views.
- h. **Contact methods:** letters, e-mails, live chat, and telephone calls (including calls via VOIP software).
- i. **Content:** including, but not limited to videos, gifs, text, images, sound files, hyper-links, animations, and links.
- j. **Daily budget:** the amount of advertising you want per day. The price we ask per mille will indicate how many views you will receive for your set daily budget.
- k. **Mille:** one thousand views.
- l. **Payment method:** Stripe; an automatically charging software that tops up your account with the amount you set as daily budget. You can upgrade or downgrade this amount whenever you please. Stripe is set to charge you weekly, however you choose a daily budget so the amount charged will be your daily budget converted into a weekly budget.
- m. **Problems:** outages caused by, but is not limited to any failure of equipment, failure of systems or local access services, previously scheduled maintenance, or events that are beyond Ash TV’s control (strikes, riots, insurrection, fires, floods, explosions, war, earthquakes, natural disasters etc.), or interruptions in internet services to an area where

Ash TV's or your servers are located or co-located. We can refer to this as "force majeure" in the future.

- n. **Termination:** shutting down an account or campaign.
- o. **View:** every time your advertisement plays through our platform, on a website of a registered publisher, visited by an active device. May be referred to as impression.

Section 2 General participation rules

1. Program participation
 - a. First and foremost, by participating in Ash TV you agree to all terms and conditions stated in this full document. Ash TV reserves the right to amend these terms at any time. You shall receive notice of these amendments, together with the newly updated terms and conditions.
 - b. Ash TV reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. Our guidelines can be an indication to why we refuse you as an applicant, or any of your campaigns, however this is just an indication so it may be possible Ash TV refuses you due to another reason.
 - c. You may ask for the reason, however Ash TV reserves the right to not disclose this information. For a re-audit please visit our guidelines.
 - d. You are at least eighteen years old from the day you participate.
 - e. Once you have created your campaign, you may choose to activate it, pause it, amend it, delete it, or recreate it at any time.
 - f. You have the right to opt out of receiving Ash TV's services at any time you please. However, there will not be a refund of the credit in your account by opting out. You may use this remaining advertising credit by activating one of your campaigns.
 - g. Ash TV has the right to share your advertisement, regardless of the content, to third party companies (e.g. for promotion). However, Ash TV will not distribute any of the advertisements to any third party, nor will Ash TV present your advertisement as its own.
2. Guarantees, Warranty, and Liability
 - a. Ash TV makes no guarantee regarding the amount of clicks you achieve upon advertisements, nor does Ash TV guarantee people who have clicked will purchase any products or services.
 - b. Ash TV does not guarantee that the program will be operable at all times or in any down time, caused by any of the stated problems.
 - c. Ash TV does not guarantee your set daily budget will be fully used. Depending on the amount of your set daily budget, the amount of publishers we have to reach your target audience, and the amount of visitors those publishers receive, your daily budget will be spent, so it is possible not all of this daily budget will be daily spent.
 - d. Ash TV does not guarantee there are publishers available that fully target the audience you choose to target; our publishers are subject to availability. Ash TV shall however find publishers that match your target audience in the best way possible, and shall notify you of the publishers we have chosen for your campaign.
 - e. Ash TV can not be held liable for loss of data by any of the previously stated problems.
 - f. Ash TV respects the content of the advertisements, however, Ash TV makes no warranty including any content of these advertisements.

- g. Ash TV is not liable for any damages deriving from watching, placing, clicking, or trusting (the content of) the advertisements, nor is Ash TV liable for any damages deriving from a malfunctioning in the services Ash TV offers.
 - h. Ash TV is not liable for any damages of third parties or viewers resulting from your advertisement. You will claim all liability for, but not limited to any misguidance, misrepresentation, fraud, and mistakes in your advertisement.
3. Payment
- a. Once your account is registered, activated, approved by Ash TV, and has a campaign that can be set on active, Ash TV will start providing its services for which payment is required. When using a voucher (terms and conditions apply; see terms and conditions one time offers), you will not be charged until the amount of the voucher has been used, and you have set a daily budget. When not using a voucher, you must set a daily budget and you shall be charged weekly.
 - b. To set a daily budget you must enter the card details that will be charged automatically by us using the selected payment method. You can amend card details at any time by contacting our support team.
 - c. Ash TV delivers its services per mille, however, the price per mille will be converted into price per view to calculate the exact amount of views your advert will receive with your set daily budget.
 - d. All prices shown on our website are exclusive of VAT. This shall be added to the price when we automatically charge your card. You will receive VAT invoices monthly, together with the paid invoice over that month, which contains a breakdown of your advertising for your administration.
 - e. Once your payment has been transferred to your Ash TV account, this will remain in your Ash TV account; there is no refund of that credit at any time. However, you are entitled to stop your account from being charged with the set daily budget by deleting your campaign, or by pausing your campaign at any time for as long as you wish.
 - f. Any mistakes in the set daily budget may be refunded, but only if you contact us immediately prior to the charge, or straight after. If we agree to refund, that refund is maximised to the amount of credit that has been mistakenly charged, minus the amount that has already been spent on advertising.
 - g. In the event you abuse the aforementioned exception, your account may be immediately terminated, with no refund possibility (see section 4 consequences of breach).
 - h. Ash TV will continue providing its services for as long as the right amount of credit is in your account. All accounts are automatically topped up by using the payment method Stripe. You can top up your account at any time by changing the set daily budget. Needless to say, once the credit in your account has been used, and your account cannot be charged by us due to any reason, Ash TV will stop providing its services until the account has been topped up again. You solely are responsible for providing us with the right card details and making sure your card is eligible for charge.
 - i. Whether your credit has fully run out or not, you shall be weekly (seven (7) days) charged. You reserve the right however to delete or pause your campaign or account at any time to stop or pause the charging.

- j. In the event your account is underspending due to any reason, you can choose to pause the charging until the amount in your account has been spent.
- k. Credit in your account has no expiry date.

Section 3 Content participation rules

1. Prohibited content
 - a. Ash TV has a safe content guideline. By participating in Ash TV you accept this guideline as part of the agreement.
 - b. Ash TV's safe content guideline prohibits any content which includes, but is not limited to pornography, hate-related messages, inappropriate violence, or illegal content. You can find these guidelines on www.ash.tv/safe-content.
 - c. Ash TV reserves the sole right to decide whether your content is a breach of its safe content guideline.
 - d. In the event your advertisement or campaign is classed as a breach of our guidelines, your account may be permanently shut down (for consequences see section 4).
2. Publicity
 - a. Ash TV has the right to publish your name, logo, and advert in any, or on any of the Ash TV (related) websites, presentations, marketing material, customer lists, financial reports, search result pages, and referral pages.
 - b. If you wish to use Ash TV's name, trademarks, logos, domain names, and other distinctive brand features, you may do so as long as you are compliant with Ash TV. Ash TV reserves the right to prohibit the usage of the aforementioned.
 - c. Refusal of the request to not use the aforementioned brand features may lead to liability of damages, and is a breach of contract.
3. Confidentiality
 - a. You agree to not disclose any information Ash TV has sent you about our services, any information regarding (our) revenue, or the amount you pay Ash TV per mille.
 - b. You may however disclose the increase in the amount of gross (predicted) revenue you achieved upon using our services, and any information that Ash TV has sent you that requires to be disclosed by law or by a governmental authority.

Section 4 Consequences of breach

1. Termination of an account
 - a. Ash TV does not promote the termination of an account, but it does respects its own terms and conditions and therefore expects you to respect them.
 - b. Ash TV reserves the right, but not the obligation to delete your account and remove all of your information from its database, as well as remove all of its information from your database in case of breach of these terms and conditions, or any other terms applicable to the contract between you and Ash TV.
 - c. Ash TV, however, does not delete any account without a valid reason such as a breach of its terms and conditions. A notification of termination will be given to you beforehand the termination of your account. After given notice the possibility to reverse the effect of the termination exist, however, after the full termination which includes, but is not limited to deleting the account, deleting your information from our

database, and deleting our information from your database, it is not possible to reverse the effect of termination, therefore the termination will be active.

- d. In the event your account still has credit left, there will be no refund of that credit after the termination of your account.
- e. Unless stated otherwise, termination is permanent. You will receive notice of the termination. It is possible to receive a temporary termination instead of a permanent termination, however, only Ash TV reserves the right to amend, extend, or terminate the ban at any time.

2. Liability

- a. In the event Ash TV is damaged by your breach of these terms and conditions, you will be held liable for these damages.

Section 5 Other terms

1. Guidelines

- a. As mentioned before in these terms and conditions, Ash TV has safe content guidelines that can be found at www.ash.tv/safe-content.
- b. By using Ash TV's services you accept these guidelines as part of the contract between you and Ash TV.
- c. Ash TV reserves the right to amend these guidelines at any time. You will receive a notice of amendment, and the amended version in the event we amend our guidelines.

2. Privacy policy

- a. Ash TV has a privacy policy that can be found at www.ash.tv/privacypolicy.
- b. By using Ash TV's services you accept this privacy policy as part of the contract between you and Ash TV.
- c. Ash TV reserves the right to amend this privacy policy at any time. You will receive a notice of amendment, and the amended version in the event we amend our privacy policy.

Written by Samra Malik, COO and legal representative Ash TV intl. ltd. 2017