

TERMS OF SERVICE

This document is an offer by Noddington Technologies Limited (“the Company”) to an individual entrepreneur or a company (“the Client”) which is accepting this offer to enter into an agreement in regard to provision of online services on the terms and conditions as specified below.

The full text of the Offer could be found at http://files.adhand.app/term_of_use.pdf (the Agreement, the Offer)

1. Subject of the Agreement

1.1 The Client instructs, and the Company agrees to provide services of assistance in placing advertising on the Internet in accordance with this Agreement.

1.2 The volume, budget, and timeframe of provision of the services are determined by the Client at their discretion.

2. Acceptance of the Offer

2.1 The Acceptance of the Offer is one or more actions taken by the Client in order to enter into the service agreement, including:

2.1.1. Registration on the “<https://www.adhand.app/>” website; and

2.1.2. Making the first transfer of funds to the Company’s Stripe account or transferring funds to the Company’s current account.

2.2 By completing the registration and making the payment, the Client acknowledges and confirms that they have read and understood the terms and conditions of the Offer and accept them in full.

2.3 The Company may amend significant terms of this Agreement, including process of rendering of the services, volume, cost of service and the minimum payment amount unilaterally by notifying the Client of such changes. The notification can be made via information placed on the Company’s website and /or message in the Client’s online account and /or by email to the Client.

2.4 All amendments (additions) to the Agreement made by the Company come into force and become binding to the Parties 7 (seven) days after their publication on <https://www.adhand.app/> website. The Client has the right to terminate the Agreement if the amendments are not acceptable.

2.5 By accepting the Offer, the Client agrees to be contacted by the Company via email or phone (including using contact details given at registration) to be informed on the Company’s services. The Client has the right to terminate this subscription to such information by choosing the relevant option in an information letter or by contacting the Company by email with the request. Otherwise, the Client’s agreement to receive information of the Company is deemed to be given for the entire term of the Agreement.

3. Right and Responsibilities of the Parties

3.1 The Company should:

3.1.1. give the Client the opportunity to credit the amounts transferred by them to the advertising accounts of the social networks and internet resources (advertising platforms) of

their choice out of the list on <https://www.adhand.app/> website. (The Company retains the right to change the list of available advertising platforms at its discretion by notifying the Client in advance).

3.1.2. give the Client the opportunity to create an advertising account with the social media platform of their choice and to place advertisements in accordance with terms and conditions of this platform.

3.2 The Company has the right to:

3.2.1. temporarily suspend the provision of services for technical, technological, or other reasons until such issues are resolved.

3.2.2. suspend the provision of services and /or unilaterally terminate the Agreement by notifying the Client in case of violation by the Client of their obligations and responsibilities under this Agreement, rules of advertising established by the relevant platform or in case of sale by the Client of prohibited goods or services.

3.3 The Client should:

3.3.1. familiarize themselves with the full text of this Offer.

3.3.2. pay for the services of the Company in accordance with the terms of this Agreement.

3.3.3. not share information of their username and password with any third party. All activities performed on <https://www.adhand.app/> website using the Client's log-in details are deemed to be performed by the Client.

3.3.4. not use the Internet advertising to perform illegal, fraudulent, discriminatory actions or activities prohibited by terms and conditions of the advertising platforms as published by these platforms on their websites, or to infringe the rights of other persons, including intellectual property rights.

3.3.5. not to upload viruses or malware or take other actions to shut down, interrupt normal operation or appearance of the site or Internet platforms or to overload them.

3.4. The Client has the right to:

3.4.1. receive information on available balance.

3.4.2. terminate this Agreement on the terms specified in the Agreement.

4. Cost of services and payment procedure

4.1. The cost of services is made up of the price of placement of ads on the relevant advertising platform and the Company's fee. The fees are listed on the main page of <https://www.adhand.app/> website.

4.2. The Client pays for the Company's services in advance to the Company's Stripe account or by transferring funds to the Company's current account.

4.3. The payment is considered to be made once the money is credited to the Company's Stripe or bank account. After that the amount received minus estimated Company's fees and taxes (if applicable) will be available for allocation to the advertising platforms of the Client's choice (see 3.1.1. above).

4.4. The Company deducts the amount of VAT from the funds received from the Client and pays it to the budget, if this is provided for by tax legislation (e.g. for UK resident companies).

All other taxes, payments and fees arising in the countries of which the parties are residents, each of the parties to the agreement pays independently.

5. Order of delivery and acceptance of services

5.1 Full information on available balance, fees charged, and taxes withheld (if any) will be available to the Client via their online account.

5.2 The Parties agree that the services are deemed to be properly rendered and accepted by the Client, unless the Client raises a compliant with the Company within 30 days of disputed payment or charge

5.3. To dispute the cost of services or demand a refund of unused balance, the Client should contact the Company via the Client's online account.

6. Confidentiality

6.1. The Parties agree to treat as private and confidential this Agreement and all information received by either Party from the other, disclosing, Party and marked as confidential (the Confidential Information), not to disclose, transfer, make public or in any other way make it available to a third party or parties without prior written consent of the disclosing Party.

6.2. Each Party shall make all reasonable efforts to protect the Confidential Information in good faith. The access to the Confidential Information will be granted only to those employees of each Party who reasonably require such access to perform services and responsibilities pertaining to this Agreement. Each Party will cause its employees to treat the information as confidential in the same degree as the Party is obliged to do under this Agreement.

6.3 The Confidential Information shall always remain the property of the disclosing Party and should not be copied or reproduced in any other way without prior written consent of such disclosing Party.

6.4. In order to prevent potential abuse in determination of the scope and content of the Confidential Information, the obligation to protect and keep secret the information of the disclosing Party also applies to information:

- that becomes known to the receiving Party from a source other than the disclosing Party without violation of the receiving Party of the terms of this Agreement

- that was known by the receiving Party before the disclosure under this Agreement

6.5 The obligation to protect the Confidential Information under this Agreement comes into force upon acceptance of this Offer and remain in force for 3 (three) years after termination of this Agreement for any reason.

7. Termination of the Offer

7.1 In case of violation by the Client of the terms of this Agreement, the Company has the right to unilaterally terminate this Agreement by sending a notice to the Client's email address specified in the Client's account. The Agreement is considered terminated from the date of receipt by the Client of the relevant notice or from the date specified in such notice

7.2 The Client has the right to unilaterally terminate the Agreement for any reason by sending a 10-day prior notice to the Company by email. The Company returns the funds to the Client

within 30 days from the date of termination of the Offer, unless the Client's account was blocked by the platform. In this case the balance may not be refunded at the Company's discretion. The Company may also impose a fine of USD 300 if the Client's account is blocked due to the Client's gross violation of the platform's terms.

8. Final provisions

8.1. The term of this Agreement is indefinite.

8.2. This Agreement is not intended for provision of any Party with any rights other than those expressly disclosed therein for any intellectual property owned by third parties, including any source codes, computer programs, hardware, software, inventions, designs, configurations, processes, know-how, information and formulas, as well as all the components of the above mentioned, regardless of their form.

8.3. Since the services provided by the Company to the Client include advertising on social networks, the Client must read and accept the terms of the Use of those social networks in which he plans to advertise.

Links for reference:

- <https://developers.facebook.com/terms>
- <https://www.facebook.com/terms.php>
- <https://help.instagram.com/581066165581870>
- <https://promote.telegram.org/tos>
- <https://ads.tiktok.com/i18n/official/policy/advertising-terms>

8.4. This Agreement shall be governed by and construed and enforced in accordance with the laws of England and Wales. Any dispute based on or arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. The law governing this arbitration agreement shall be the law of England and Wales.

8.5. The Company reserves the right to amend the terms of the Offer at any time at its sole discretion. If the Company makes changes to the Offer, such changes come into force 7 (seven) days after the amended text of the Offer is posted on the Internet at the address specified in the Offer's preamble, unless a different date for the changes to take effect is additionally determined in such publication.

9. Company's contact details

NODDINGTON TECHNOLOGIES LIMITED

Aviation House, 125 Kingsway, London, UK, WC2B 6NH Company No. 8737130

e-mail: support@adhand.app

Date: 13.02.2025

The text of the document in Russian:

http://files.adhand.app/term_of_use_rus.pdf The English version shall prevail.