

Terms of Use

Effective date: September 16, 2021

These Terms of Use (hereinafter referred to as the “Agreement”) govern the relations between you (Client) and us (eLama), each referred to herein as a “Party”, and together - the “Parties”.

1. Terms and Definitions

1.1. The following terms shall have the following meaning:

Ad Account is a Client’s account that is required for authentication, authorization and access to Ad Platforms, created using the eLama Services.

Ad Account (Direct) is an ad account that meets the following conditions:

- is created by the Client directly on the Ad Platform without using the eLama’s System;
- is assigned to the Client in eLama Account;
- has a link to eLama’s MCC on the Ad Platform and this link is the first by the date of installation;
- is billed directly by the relevant Ad Platform, with eLama having no access to this billing.

Advertising Campaign - is a set of the essential terms relating to the placement of online advertising using the eLama System, namely those pertaining to the text and content of the internet advertising including *inter alia* key words, advertising sites and prices at which the Client agrees to place internet advertising, the time frames of the placement (commencement, completion etc.) of the internet advertising, descriptions of the audience at which the internet advertising is targeted, links to the other websites and/or internet pages containing the Client’s contact information and such other terms as may be designated by the Client, and accepted by eLama at the time of agreement.

Ad Platform - an integrated web-based platform that allows the Client to publish advertising materials on websites and applications, including but not limited to Google Ads and Facebook. The full list of currently supported integrated Ad Platforms can be found on various eLama branded websites. This list is subject to change from time to time.

eLama Account - a part of the eLama System, containing information about the eLama Balance, allowing the Client to use eLama Services and/or allowing the Client to send and/or receive messages and/or other forms of information as may be decided upon from time to time by eLama.

eLama Balance - a remainder of cash funds transferred by the Client to eLama, in the amount of which the services hereunder have yet to be rendered.

- The remainder of the funds available for use by the Client, as had been previously transferred to eLama by the Client, but which have yet to be utilised by the Client within the eLama system for the purposes of purchasing the services as described herein.

eLama branded websites – websites which belong to the eLama System Proprietor, including *inter alia* the following web-addresses: <https://elama.global>, <https://elama.ru>, <https://elama.kz>

eLama Services – services, provided to the Client, which include the:

- placement of online advertising onto supported Ad Platforms in the manner and on such terms as are stipulated by the Terms of Use accepted by the Client;
- creation of the Client’s Ad Platform Accounts within the eLama System;
- connecting of the Client’s Ad Platforms Accounts (Direct) with the eLama System;
- using of eLama performance tools in accordance with the relevant plan (tariff) as chosen by the Client;

- use of other services as may be made available from time to time by eLama through eLama branded websites.

eLama System – a software tool or combination of software tools for the automated management of Internet based Advertising Campaigns accessible via eLama branded websites, said software being fully owned by the eLama System Proprietor, through which the Client can post advertising materials onto supported Ad Platforms, as well as receiving or otherwise availing of other services which from time to time may be made available by eLama.

eLama System Proprietor - ELAMA GLOBAL PTE. LTD. (Singapore).

Finance Section - a section of the Client's eLama Account containing information relating to the payment of funds into the Client's eLama Balance, the transfers of funds from their eLama Balance onto Ad Platforms, as well as records of the monies previously spent by the Client on internet advertising through the supported Ad Platforms, and such other services as may from time to time be provided through the eLama System.

Online Advertising - is an advertisement placed by supported Ad Platforms on websites where the theme (context) of such websites complies with or is otherwise compatible with the theme of the advertisement. Compliance and/ or compatibility with same in this case shall be determined based upon a number of factors including inter alia, the aggregate of the key words and/or word sequences as shall be specified by the Client in the said Advertising Campaign, whether or not the audience of the relevant website complies with required criteria in terms of age, geography or both and such other characteristics as may from time to time be specified by the Client, and agreed to by eLama.

Registration – the inputting / filing of such registration details or other information as shall from time to time be deemed necessary by eLama including inter alia; the creation and use of the Client's login credentials, the provision of their email address, chosen password, etc., into the registration form as posted on eLama branded websites. The completion of said registration process, together with the Client's acceptance of these eLama's Terms of Use is necessary before the Client can sign into the eLama System or use eLama Services.

Reporting Period - shall be set as one calendar month, running from the first to the last day of said month.

We / us / our / eLama also means eLama International Platform Limited

You / your / Client means a natural person of at least 18 years of age using or otherwise availing of eLama System and/or eLama Services and identified in the applicable account record, billing statement, online subscription process or otherwise as being the customer.

1.2. Terms, the definitions of which have not been specifically defined in clause 1.1 hereof may form part of this Agreement. In such cases, said terms shall be interpreted harmoniously and in accordance with the spirit and purpose of these Terms of Use. Where, in interpreting same, ambiguity or absurdity arises the appropriate interpretation of said undefined term(s) shall be arrived at by considering and applying the following respectively, in their listed order of priority;

1.2.1. The laws the Republic of Ireland

1.2.2. The usage said term(s) across other eLama branded websites

1.2.3. From an analysis of other well-established (commonly used) definitions for said term(s) within similar spheres of internet advertising/ commerce, including having recourse to the use Ad Platforms as are currently accessed through the eLama System apply to said term(s).

2. General Provisions

2.1. In order for this Agreement to be deemed executed the following actions on the part of the Client are required:

2.1.1. The reading and acceptance of the terms of this Agreement as is posted and made available at the following web-link:

https://elama.global/legal_docs/tou/ss/tou_customers.pdf; or such other webpage as may from time to time be publicised on eLama branded websites.

2.1.2. The completion of the Registration process within the eLama System.

2.2. By executing this Agreement, the Client further confirms that they have read, accepted and agree to be bound by all of the terms and conditions as are contained within the below listed documents relating to the use of eLama System. Said documents, which may from time to time be amended, shall be posted or otherwise made available through such eLama branded websites as are relevant to the Client's territory. Territory specific terms and conditions shall have the effect of overriding or otherwise amending such general terms and conditions as may exist in the relevant territories only. The documents herein referred to include but may not be limited to the following:

- [Privacy Statement](#); and
- [Data Processing Terms and Conditions](#); and
- [Subprocessor Information](#); and ☐ [Cookie Notice](#).

For the avoidance of doubt, eLama branded websites which shall be deemed relevant to the Client's territory include those websites which relate to the same domain zone as the domain zone of the Client's eLama Account.

2.3. An individual, who has completed the Registration procedure, and/or added funds to their eLama Balance within the eLama System, and/or connected their Ad Account (Direct) with eLama System, shall as a result of said action(s) be deemed to have confirmed their reading, understanding, acceptance of together with their willingness to be bound by the terms hereof.

2.4. By executing this Agreement, the Client provides their consent to their contact details being included on a mailing / contact list, and to their thereafter being informed by eLama for marketing purposes via email and/or phone about other eLama services (Information Subscription). The Client can cancel their Information Subscription by clicking the relevant link within the information email, or by sending an email to eLama's email address as specified in this Agreement requesting same. Information Subscription cancellation shall be facilitated free of charge with requirement to on the part of the Client to provide a reason.

2.5. By accepting these Terms of Use the Client consents to be notified about eLama System operations by way of any of the contact details provided by the Client eLama during registration or otherwise. Such notifications are agreed by the Parties hereto as being necessary for the proper performance of the agreement.

2.6. The Client's consent pursuant to clauses 2.4 & 2.5. is given to eLama for the indefinite period of time until expressly revoked in writing but shall in any event last for the entirety of the term of the agreement between the parties.

3. Rights and Obligations of eLama

3.1. eLama, subject to the acceptance of these terms of use by all parties, undertakes to:

- 3.1.1. provide the Client with such access to the eLama System as is necessary to enable them to avail of the services contracted for.
- 3.1.2. provide the Client with access to data relating to their eLama Balance;
- 3.1.3. keep confidential the Client's data within the bounds of this agreement.

3.2. eLama shall have the right to:

- 3.2.1. Temporarily suspend, for a reasonable time, the provision of eLama Services hereunder to the Client where circumstances of a technical, technological or other nature arise, and where such circumstances result in the technical inability of eLama to continue to provide the said services, until the circumstances giving rise to the suspension have been remedied.

- 3.2.2. Unilaterally suspend / terminate with immediate effect the provision of eLama services hereunder where of any 1 or more of the of the following circumstances arise:
- A violation by the Client of its obligations, guarantees, undertakings or otherwise under the terms of this agreement with eLama
 - eLama becoming aware either through its own investigation, or reasonably suspecting following a complaint or report to eLama from Ad Platforms, Public Authorities, the General Public or otherwise, of the Client's involvement in the sale or supply of products/services, which are (or which may be) recognised as unlawful, prohibited or otherwise in breach of the Ad Platform's policies; and/or
 - the Client acting in bad faith, unethically, unlawfully, deceitfully or otherwise contrary to the implied term of mutual trust and confidence between the parties to this agreement. For the avoidance of doubt use of offensive or abusive language and behaviour by the Client, its servants or agents at any stage during its communications with eLama's employees, agents or representatives, would constitute such an action.
- 3.2.3. Demand from the Client electronic copies of any certificates and/or licenses as may be required by law, or where proof of such Client certification and/or licencing is requested of eLama by the Ad Platform or otherwise.
- 3.2.4. Terminate this agreement in the event of eLama receiving a notification from an Ad Platform that the Client's account on the Ad Platform has become or was previously banned or otherwise terminated by the Ad Platform due of the content of the Client's Online Advertising violating the Ad Platform's, terms, conditions, policies or corporate standards etc.
- Where such an event occurs an administrative fee of up to and including €1,000 may be charged by eLama for the administrative burden placed upon it in its efforts to address same with the Ad Platform and/or for the administrative burden occasioned by the effort required to review the circumstances surrounding the event and to thereafter enable the resumption of services to the Client, where eLama chooses to so resume.
- Said fee becomes recoverable immediately and without notice to the Client and may be debited in whole or in part from such funds as are available within the Client's eLama balance upon notification to eLama by the Ad Platform of the event. Where any or all of said fee is not recoverable due to their being insufficient funds available in the Client's eLama account, eLama may in its absolute discretion invoice for same separately. eLama may refuse to resume providing services to the Client, or otherwise prevent access to the eLama System whilst such invoice remains unpaid in part or in full. Where a Client wishes to dispute the recovery of said fee from their eLama balance, or to dispute the invoicing for same with eLama they must do so in writing within 14 days of the debiting thereof or the issuing of an invoice therefor.
- 3.2.5. The Client assumes total responsibility for independently locating, reading, understanding or otherwise making themselves aware of, and agreeing to be bound by, the intended Ad Platform's terms of use, policies, standards etc. prior to the execution of this agreement.
- 3.2.6. The Client hereby agrees to indemnify eLama against all losses howsoever arising as a result of the content of a Client's advertising or any act or omission on the part of the Client during the term of this agreement. Where as a result of any act or omission on the part of the Client, eLama is caused to suffer any loss, inconvenience or expense, including such losses as may be incurred as a direct result of a Client's advertising content breaching the Ad Platform's terms of use, eLama reserves the right to recover said loss together with any expenses reasonably generated in its efforts to remedy same from the Client. Said sums may be recovered by invoicing the Client directly demanding same, or at eLama's absolute discretion, the recovery of said sum from the Clients current eLama Balance.
- 3.2.7. Refuse to allow for, or to otherwise prevent, the transfer of funds from the Client's eLama Balance onto Google Ads Ad Platform, or implement other terms for the making such transfers, in respect to the Client's Ad Account, if such an account has been active in the 90

day period before eLama attempts activation, regardless of whether the Client has such an account under a contractual relationship directly with Google, or with a third party (other than eLama). This being said, an account is “active” if during a defined period of time campaigns within it have generated clicks or impressions.

3.2.8. Unilaterally terminate or otherwise prevent access to eLama Services connected with the Facebook Ad Platform where:

- 3.2.8.1. The Client has made no payment from their eLama Balance for services obtainable from the Facebook Ad Platform within 30 (thirty) days of the date of Client creating or otherwise causing to be created on their behalf, an eLama Account on the Facebook Ad Platform, via the eLama System;
- 3.2.8.2. The Client has made no further payment from their eLama Balance for Facebook Ad Platform services within a period of 3 (three) months following a date upon which funds held within Client’s account on the Facebook Ad Platform have been exhausted;
- 3.2.8.3. The Client has not used services from the Facebook Ad Platform within a period of 3 (three) months from the date of the last payment for such services. Where the Client’s account on Facebook Ad Platform is in credit, any unused balance shall at this stage be returned to their eLama Balance;
- 3.2.8.4. The Client has violated the terms of placement of advertising materials on the Facebook Ad Platform. It is a matter for the Client to make themselves aware of said terms. eLama accepts no responsibility for any losses incurred as a result of such violation.

4. Rights and Obligations of the Client

4.1. The Client undertakes to:

- 4.1.1. Pay for eLama Services in accordance with the terms of this Agreement;
- 4.1.2. Be responsible for the safe keeping of their login credentials and or passwords. Where it appears as though these credentials have been compromised, or otherwise made known to unauthorised third parties, the Client must immediately take all steps reasonably necessary to secure same, including *inter alia* the changing of their passwords if necessary. Where it appears as though a Client’s account has been used otherwise than in accordance with the Client’s wishes, the Client must immediately inform eLama in writing of the details thereof.
- 4.1.3. Not to transfer the Client's login credentials and/or password to any third parties, save for those agents, consultants or contractors as are duly authorised by the Client and who are accessing said services exclusively on the Client’s behalf. All actions performed in eLama System following the use of the Client's login and/or password shall be deemed to been performed by the Client. The Client shall be solely liable to such third parties as may be affected for all actions performed or otherwise facilitated through the use of the Client's login credentials, including such losses, penalties or otherwise which may arise as a result of the unauthorized use of the login credentials.
- 4.1.4. In respect to Internet Advertising the Client undertakes:
 - 4.1.4.1. To only place Internet advertising materials, which fully comply with all the requirements of the relevant Ad Platforms. The Client undertakes to independently acquaint themselves of such requirements before the placement of the advertising materials. Ad Platforms may refuse to place Internet Advertising in cases of non-compliance with such requirements, where such a refusal occurs eLama shall be not be liable for losses incurred by the Client as a result;
 - 4.1.4.2. Not to use the Facebook Ad Platform for the placement of online advertising relating to products, services, information or otherwise of an unlawful, fraudulent or discriminatory nature and/or which infringe the following:

- Commercial terms of Facebook, posted at the time of the drafting hereof on the Internet at: https://www.facebook.com/legal/commercial_terms, the location of said terms may change from time to time
- Such additional terms, policies or otherwise, as may from time to time be deemed necessary by Facebook for the continued use of the Facebook Ad Platform by the Client,
- Rights of the third parties, including intellectual property rights.

4.1.4.3. With respect to Advertising Campaigns of a “Lead ads” type on Facebook Ad Platform, the Client undertakes:

- To obtain the necessary consent to the processing of their data from the data subjects including their consent to the transfer of such personal data as is necessary to eLama System Proprietor;
- To inform the data subjects of their rights under European and domestic law in relation to processing of their personal data, including *inter alia*:
 - their right to access, correct, update or request deletion of their personal data;
 - their right to object to the processing of their personal data;
 - their right to request portability of their personal data;
 - their right to opt-out in respect to the Client’s marketing communication; ○ their right to withdraw their consent to processing at any time;
 - their right to make a complaint to a data protection authority.

4.1.4.4. Not to upload viruses or malicious code or to perform actions which could lead to the disconnection or disruption of normal operations, the deterioration of the visual representation of the eLama System and Ad Platforms or to such actions as may lead to excessive traffic (load) to be experienced by them.

4.1.5. Provide eLama with documents specified in clause 3.2.3 of this Agreement, or such other documents as may from time to time be requested by eLama in electronic form within 3 (three) calendar days following the making of request by eLama.

4.1.6. Independently satisfy themselves of the the content of his/her Advertising Campaigns and the compliance thereof with relevant Ad Platform’s policies, terms and conditions;

4.1.7. To promptly resolve at the Client’s own expense, all disputes arising, or to settle such claims as are made against eLama relating to the Client's Advertising Campaigns whether or not same were run, placed or created by the Client through the eLama System. The Client shall also reimburse eLama for all losses and expenses incurred by eLama in connection with the above-mentioned disputes and claims.

4.2. The Client is entitled to:

4.2.1. Place his/her Online Advertising onto Ad Platforms using eLama System;

4.2.2. Connect his/her Ad Account (Direct) with the eLama System by allowing the eLama System to manage the Client’s Advertising Campaigns;

4.2.3. Obtain information relating to the Client’s eLama Balance;

4.2.4. Terminate this Agreement on notice in writing to eLama (including by way of electronic communication). The Agreement shall be deemed terminated upon the expiration of 7 (seven) days from eLama's confirmation of the receipt of such notification.

5. Liability of the Parties

5.1. The Parties shall be liable to each other such for such financial losses as occur, if any, following a breach of contract in the event of either party failing to fully comply with the terms and conditions herein. Where such a liability arises, eLama's maximum liability to the Client shall be limited, where financial loss has occurred to the financial loss incurred up to €1,000 (one thousand euro) whichever is the lower. Where the Client is deemed liable, the Client as stipulated above undertakes to reimburse eLama for such losses and expenses as are incurred by eLama as a direct result of said breach.

5.2. Unless expressly provided for in this Agreement, eLama shall have no liability to the Client for any loss or damage howsoever arising from, or in connection with, the provision of eLama Services or for any claim made against the Client by any third party.

5.3. eLama shall not be held liable for any losses resulting in whole or in part from the following (nonexhaustive) list of events:

- For any interruptions in the provision of eLama Services in cases of the failure of any non-eLama software or hardware;
- For whole or partial suspensions of the provision of eLama Services arising as a result of the replacement of equipment or software or the completion of any other works required due to the reasonable need for maintenance and/or modernization of the software and/or the hardware;
- For functioning and accessibility of certain segments of the Internet. eLama does not guarantee the opportunity of information exchange with such nodes or servers, which are temporally or permanently not available through web-links posted on Internet websites;
- For any issues which might arise as a direct result of a phone consultation between the Client and an eLama representatives /employee. The Client is entirely responsible for their own actions, eLama accept no responsibility for any advice or guidance given, it is informative only, and the content of same is in no way guaranteed.
- For ensuring the safety of the Client's equipment or software as used for the receipt of the services hereunder;
- For the actions, services, content and data of third parties.

5.4. The Client is fully responsible for all information, requests and inquiries originating or otherwise emanating from the Client's email address as provided during registration, or where this email address is subsequently changed within the eLama system to the new email address. The Parties agree and acknowledge that such inquiries, requests or information exchange as originate from said email address shall be acknowledged as being Client's instructions to eLama and will be acted upon by eLama as appropriate.

5.4.1. If the Client has reasons to believe that his/her email address, to which their eLama Account is assigned, was hacked, accessed or otherwise compromised by a third person, other than those authorized by the Client, the Client shall immediately notify eLama or eLama System Proprietor thereof, with a view of taking the steps necessary to protect the Client's data. If no such notification is not received as soon as practicable from the Client by eLama or the eLama System Proprietor, eLama shall not be held liable for the consequences of such failure to notify in a timely manner, including the consequences of such actions as may have been performed within the eLama System and/or for such consequences as may arise following the continued use of this email by eLama.

5.5. In case of violation by the Client of the conditions specified in clause 4.1.4.2 of this Agreement, the Client shall pay a penalty fee in the amount of the total transfers onto the Facebook Ad Platform for the last three Reporting periods.

5.6. The Client is fully liable for the compliance of such advertising materials (their content) as is placed onto Ad Platforms through eLama System, and/or connected with eLama System with all the requirements established by the laws applicable on the territory targeted by the online advertising, including, but not limited to, the local law on advertising, fair competition, copyright and related rights, protection of brands and trademarks.

5.7. The Client will indemnify eLama and absolve eLama from all liability from any loss or expense incurred by eLama due to any failure on the part of the Client to observe the terms of this Agreement or the terms of any contract between eLama (including terms and conditions) and any integrated Ad Platforms (including but not limited to Google Ads and the Facebook Ad Platforms)

5.8. No provisions of this Agreement shall be held to limit the liability of the Parties to each other in the event of deliberate violations of its terms, and/or for fraudulent activities, and/or deliberately misleading statements, and/or guarantees, and/or for the improper use of such Confidential Information, as is defined in clause 9 below.

5.9. To unilaterally terminate the provision of services to the Client in relation to Ad Account and/or to delete the Ad Account on the Ad Platform in the case if:

the Client did not make payments from his eLama Balance within 30 (thirty) days from the moment of creation through eLama Service of the Ad Account on the Ad Platform;

and/or the Client did not make payments from the eLama Balance for the specified services within 3 (three) months from the moment of complete expenditure of funds on the Ad Account on the Ad Platform;

and/or the Client has not used the services of the Ad Platform on the Ad Account within 3 (three) months from the date of the last payment for such services, and the balance of funds on the Ad Account on the Ad Platform shall be returned to the Client to the eLama Balance.

6. Advertising Materials and Advertising Campaigns

6.1. eLama shall provide eLama Services in relation to Advertising Campaigns, prepared by the Client through the Client's interface with the eLama System and/or which the Client prepares externally (directly) on Ad Platforms. Such Advertising Campaigns can be accessed by the Client following the verification of the Client's identity within eLama System, said identity being verified by way of the entry of the Client's login credentials (username and password) as set up during registration.

6.2. All information relating to the Client's Advertising Campaigns is available within the eLama System and on Ad Platforms. That being said, the ability of the Client to place such information on Ad Platforms is subject to the discretion of the eLama System Proprietor(s). The exercise of this discretion shall in no way be construed as an endorsement of the contents therein and shall in no way be deemed to be a defence to any liabilities which may result therefrom.

6.3. The Client's advertising materials shall comply with all such requirements as may from time to time be specified by Ad Platforms. The Client shall independently familiarize themselves with such requirements. Ad Platforms may refuse to place/publish the Client's Online Advertising in case of noncompliance with such requirements.

6.4. Online Advertising placement shall start as soon as practicable following the compliance by the Client with such terms and conditions as are imposed upon the Advertising Campaign and following any examination as may be conducted by the Ad Platforms relating to the compliance of the Client's advertising materials with requirements specified by such Ad Platforms.

7. Cost of eLama Services

7.1. The cost of eLama Services is the cumulative cost of such Internet Advertising as is placed onto and ran through Ad Platforms, which is set directly by such Ad Platforms together with the cost of other services made available to and consumed by the Client as part of eLama System. The costs of such other/additional services are set by the eLama System Proprietor shall be posted on the relevant eLama branded website(s). eLama reserves the right to charge additional fees for access to separate advertising campaign management features accessible through the eLama System, for the possibility of placing Online Advertising on certain Ad Platforms, as well as for other such other additional eLama Services as may become available and as may be provided to the Client.

7.2. The cost of placing Online Advertising onto Ad Platforms is determined directly by the Ad Platforms in question. This being said, for the placing of Online Advertising onto the Facebook Ad Platform, an

additional eLama management fee of 10% shall be charged on all sums transferred from the Client's eLama balance for this purpose.

7.3. The volume and cost of eLama Services provided to the Client in any Reporting Period shall be specified in the Finance Section of the eLama System, which shall indicate the total of cash funds transferred from eLama Balance onto Ad Platforms plus any additional services as may have been purchased within in eLama System, if any, for the specified period.

7.4. The cost of eLama Services purchased will be displayed in the transaction history of Finance Section, they shall be displayed exclusive of the applicable country of residence taxes, which will have been charged during the topping up / crediting (refilling) of the Client's eLama Balance in accordance with the laws of the Client's country of residence, as indicated by them during his/her Registration.

7.5. If during the current and previous months the Client did not make any deposits to the Balance and did not make any transfers to the Ad Platform, then for the following months (i.e. the Client does not use the eLama Services) when the Client does not use the eLama Services and does not notify the eLama of the desire to delete the account in the eLama Services and terminate the Agreement, a service fee of 100 USD per month is charged. This fee is charged until the balance of the eLama Balance reaches zero.

8. Payment Procedure and VAT

8.1. The Client independently chooses by how much they wish to credit / refill their eLama Balance, this figure shall nonetheless be subject to such minimum amounts as may from time to time be specified by eLama. The Client acknowledges the fact that every payment made by the Client is subject to commission where appropriate, together with such value added tax/goods and services tax ("VAT") as apply to the Client's country of origin and the laws enacted therein, with same being deducted by eLama immediately upon payment, or as soon as practicable thereafter. The Client's eLama Balance shall then be shown net of such commissions and taxes.

8.2. Once the payment has been successfully made, the Client shall receive a confirmation thereof sent to his/her email address as specified during Registration and their eLama Balance shall be updated within the eLama System. Invoices relating to the payments towards a Client's eLama Balance can be sent to the Client at his/her request s by electronic communication means.

8.3. In cases involving dormant accounts, where a Client has placed funds into their eLama Balance on the eLama System or transferred from their eLama Balance onto Ad Platforms, and said funds have not been spent, or otherwise used by the Client within a period of 3 (three) years, such accounts will be considered dormant and such funds may be contained therein may be written off in full for eLama's benefit.

8.4. The Client may choose one of the following payment methods:

8.4.1. debit card

8.4.2. electronic funds transfer through the relevant services or

8.4.3. such other payment methods as may from time to time be facilitated by eLama.

8.5. The Client's payment obligations shall be deemed fulfilled upon crediting cash funds to eLama's settlement account. In cases where an electronic payment made through a payment gateway made available within the eLama System, the Client's payment is verified by said payment gateway.

8.6. All payment settlements hereunder shall be made in accordance with the requirements of Ad Platforms, through which Online Advertising is placed. Where different currencies and fluctuating exchange rates arise such placement shall be made at the rate specified or otherwise determined by the relevant Ad Platform.

9. Confidentiality

9.1. The Parties agree to maintain mutual confidentiality and consider as confidential all information, designated by either party as being confidential prior to the disclosing thereof, obtained or otherwise transferred between the parties within the scope of this agreement (hereinafter referred to as "Confidential

Information”). The parties hereby agree not to divulge, publish or otherwise provide such information to any third parties without the prior written permission of the Party transferring such information, except for in such circumstances as may be provided for by law.

9.2. Each Party shall take all reasonable measures to protect and keep confidential the Confidential Information, they will in this regard be held to similar standards as a reasonably conscientious person in similar circumstances. The Confidential Information may be provided only to those employees of the Party (or other persons bound to the Party), who reasonably need it for execution of their role under this agreement (delivery of the requested service etc.). Each Party shall contractually bind its employees, servants or agents on similar terms with respect to the treatment, processing or otherwise of Confidential Information as they themselves are bound herein.

9.3. The Confidential Information shall always remain the property of the disclosing Party and may not be copied or otherwise reproduced without the prior written consent of such disclosing Party.

9.4. In order to prevent potential abuses of the definition in terms of what might constitute the volume and content of Confidential Information, the obligation to protect and to keep secret the Confidential Information of the disclosing Party shall not extend to information which:

- was or has become publicly available from the date of disclosure.
- becomes known to the receiving Party from any source other than the disclosing Party, without any breach of the conditions hereof by the receiving Party;
- was known to the receiving Party prior to disclosure of such information hereunder.

9.5. The obligation to keep secret such Confidential Information as is disclosed under the agreement herein comes into force following the acceptance of this Agreement by the Client and shall remain in force for a maximum of 3 (three) years following the termination of this Agreement by either party, howsoever arising.

10. Personal Data Processing

10.1. For the purpose of the fulfilment of the terms hereof, the Client shall agree to provide and give his/her consent to the processing of his/her personal data (“Personal Data”) in accordance with the terms hereof. Personal Data shall be defined as meaning any personal information independently provided by the Client relating to himself/herself within the eLama System, and shall include details provided during his/her Registration including, but not limited to the Client’s, surname, email address and contact phone numbers.

10.2. eLama shall guarantee the confidentiality of any personal data of the Client and shall provide access to any personal data only to the employees, limited to the scope and extent necessary to the for the provision of such services as are contracted for.

10.3. In case where the Client loses access to or otherwise forgets their login credentials, the Client may request such data from eLama, and eLama, in turn, may provide such data only to the Client's email address as specified at the time of Registration. This being said, eLama may further confirm the identity of the Client by referencing a domain name, Advertising Campaign name, Advertisement ID, invoice number (if applicable), the Client’s ID number assigned to him/her during his/her Registration within the eLama System, Client’s account ID’s on various Ad Platforms or such other information as may become available during the course of the Client’s dealing with or through eLama.

11. Force Majeure

11.1. The Parties are released from liability for any partial or complete non-fulfilment of their respective obligations pursuant hereto where such non-fulfilment arises in the circumstances of an extra ordinary major force ("force majeure") such circumstances include, but are not limited to, mass disorder, prohibitions of or by governmental powers, fire, acts of God, natural disasters and such other circumstances as are from time to time acknowledged as force majeure by any public authority (or other authorized body) in the country of either corresponding Party.

11.2. The Parties are obliged to notify each other in writing on the existence of any force majeure circumstances by submitting an email within 7 (seven) calendar days upon occurrence thereof.

11.3. In case the occurrence of force majeure circumstances directly affected the Parties' fulfilment of their obligations hereunder within the term specified herein, the term of services rendering shall be extended proportionally to the period of existence of such circumstances.

12. Term and Termination

12.1. This Agreement shall commence as of the date of its acceptance by the Client and remain in force for an indefinite period of time, or until terminated by either of the parties.

12.2. eLama shall have the right to unilaterally and without recourse to judicial procedures suspend the provision of eLama Services / terminate this Agreement in the event of any single violation by the Client of the terms, conditions, representations and warranties hereof, including but not limited to those terms and conditions which relate to the maintenance of confidentiality between the parties and the processing of personal data. In such cases eLama shall submit the relevant notification to the Client's email specified during his/her Registration. The remaining cash funds on eLama Balance, if any, may in such circumstances be written off to eLama's benefit.

12.3. In cases where the Client makes a decision to terminate this Agreement, as described in clause 4.2.4. hereof, eLama shall refund to the Client the non-used part of the deposited payment.

13. Representations and Warranties

13.1. The Client represents and warrants that:

13.1.1. The Client enters into this Agreement voluntarily, and that the Client its servants and/or agents are:

- a) is at least 18 years old,
- b) has fully read this Agreement's terms and conditions,
- c) fully understands the subject of this Agreement and agrees to be bound thereby,
- d) fully understands the meaning and consequences of his/her actions regarding execution of this Agreement,
- e) fully understands and agrees that eLama Services are provided "As Is" and "As Available," without express or implied warranty or condition of any kind.

13.1.2. The Client has provided reliable and accurate data including personal data relating to the Client, its servants and/or agents during his/her Registration within the eLama System, and reliable data including the Client's personal data upon the execution of such documents as are necessary for the payment of eLama Services.

13.1.3. The use of the eLama System will be carried out exclusively in accordance with this Agreement's terms and conditions, the laws of the Republic of Ireland and the laws applicable in the country of the Client's registration (including, but not limited to, the law on advertising, competition, intellectual property and personal data protection laws), and in a manner which does not violate the rights of third parties or those of the eLama System Proprietor's.

13.1.4. The Client has provided the Lama System Proprietor with their consent to the processing, provision to necessary third parties and to the entering of his/her personal data into their eLama Account.

13.1.5. The Client has read and complies with the requirements, including to the placement of advertising materials onto Ad Platforms.

13.2. eLama represents and guarantees that:

13.2.1. eLama has required all the rights and authorizations to fulfil its obligations under this Agreement.

14. Miscellaneous

14.1. All relations between the Client and eLama related to this Agreement and not regulated by the terms hereof shall be firstly construed in accordance with rules specified by eLama System Proprietor.

14.2. Governing Law. The Agreement and its execution are regulated in accordance with the laws of the Republic of Ireland (including applicable European Union Law and Regulations attaching thereunto).

14.3. Settlement of Disputes. The Parties agree to endeavour to ensure that all disputes and disagreements arising out of this Agreement shall be settled by the Parties by means of negotiation. Any dispute arising out of this Agreement (save where otherwise and prior settled by agreement between the Parties) shall be resolved or otherwise determined by the courts of the Republic of Ireland and in accordance with the laws of that jurisdiction.

14.4. Severability. If any of the provisions of this Agreement is or becomes invalid, illegal, non-binding, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and the Client will accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

14.5. Entire Agreement and Changes. All attachments and appendices to, amendments of and additions to this Agreement shall become effective and binding on the Parties within 7 (seven) calendar days from the moment of their placement on eLama branded websites and shall form an integral part of it. Should the Client continue to use the eLama System after a new revision of this Agreement has been published on eLama branded websites, said new revision shall be deemed accepted by the Client.

14.6. It is the express wish of both Parties that this Agreement and all related documents be drawn up in English. eLama might make versions of this Agreement available in languages other than English. If eLama does, the English version of this Agreement will govern the relationship between the Parties and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement. Any version translated from English is a courtesy and office translation only and the Parties cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

15. Information About eLama

eLama International Platform Limited
2 Dublin Landings, North Wall Quay,
Dublin 1, Ireland