

PROFITSFLY Terms and Conditions

[Last Updated: Dec 25, 2024]

1. INTRODUCTION

- 1.1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING FOR PROFITSFLY CLIENT SYSTEM. BY USING THE PROFITSFLY CLIENT SYSTEM, YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR OR USE THE PROFITSFLY CLIENT SYSTEM.
- 1.2. These Terms and Conditions ("**Terms**") for use of Profitsfly Client SYSTEM ("**System**") sets forth the legally binding terms between you and Profitsfly BV, a company organized in The Netherlands with its legal address at Papaverweg 34, 1032KJ Amsterdam ("profitsfly", "profitsfly bv", "us" or "our") that govern the delivery of Services (as defined below) and constitutes the Profitsfly Client System standard terms and conditions together with profitsfly Privacy Policy available here: <https://profitsfly.com/privacy-policy/>
- 1.3. As used in this document, the terms "**you**" or "**your**" refers to you, any entity identified in an enrolment form submitted by the same or affiliated persons, and/or any agency, network or other third party that you have granted access to the System, which will also be bound by these Terms. "**Parties**" means you and profitsfly. Each Party will, in all matters relating to these Terms, act as an independent contractor.

2. DESCRIPTION OF SERVICES

- 2.1. The Services provide you with tools, technology, and services to sell your advertising space, to track, analyze, engage and increase your monthly ad revenue (collectively, the "**Services**").
- 2.2. Profitsfly is committed to the protection of privacy of the users of its Services. For more information on our privacy practices please review our Privacy Policy.
- 2.3. According to these Terms, you transmit to profitsfly a part of your advertising space for further selling to third parties on the real time auction basis, using the profitsfly Advertising Serving Software ("**Software**"), and you get the part of income from selling of your advertising space as remuneration.
- 2.4. Services are delivered to you via your websites, blogs, or other properties approved by profitsfly (collectively, the "**Sites**"). By using our Services, you agree that your Sites do not contain the following:
 - Content that threatens or advocates for harm on oneself or others.
 - Content that harasses, intimidates or bullies an individual or group of individuals.

- Content that incites hatred against, promotes discrimination of or disparages an individual or group on the basis of their race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or other characteristics that are associated with systemic discrimination or marginalization.
- Content that misrepresents, misstates or conceals information about the seller, the seller's inventory, or the Site's primary purpose. This includes directing content about politics, social issues, or matters of public concern to users in a country other than your own if you misrepresent or conceal your country of origin or other material details about yourself.
- Hacking/cracking content.
- Software or other content that:
 - Is deceptive, promising a value proposition that it does not meet.
 - Tries to trick users into installing it or it piggybacks on the installation of another Program.
 - Doesn't tell the user about all of its principal and significant functions.
 - Affects the user's system in unexpected ways.
 - Is difficult to remove.
 - Collects or transmits private information without the user's knowledge.
 - Is bundled with other software and its presence is not disclosed.
- Sale of products that are replicas or imitations of designer goods.
- Online gambling or online casino-related content, the sale of alcohol or sale of prescription drugs.
- Content made by or in support of terrorist groups or content that promotes terrorist acts, including recruitment, or that celebrates terrorist attacks.
- Content protected by copyright law or other applicable intellectual property laws unless they have legal rights to display it. This includes sites that display copyrighted material, sites hosting copyrighted files or sites that provide links driving traffic to sites that contain copyrighted material.

- Examples of copyrighted content which may require legal rights in order to be displayed include, but are not limited to:
 - television shows, movies, and audio files;
 - access to streaming cable or satellite television;
 - books and/or e-books;
 - video games;
 - images.

2.5. By using our Services, you agree to comply with the following terms of use:

- The following invalid activities on Sites are prohibited:
 - change user preferences or initiate downloads without the user's express consent;
 - redirect users to unwanted websites;
 - contain pop-ups or any other elements that interfere with site navigation;
 - contain or trigger pop-unders.
- Traffic cannot be gained when sites:
 - are loaded with software that can trigger pop-ups,
 - redirect users to unwanted websites, or
 - modify browser settings, or otherwise, interfere with site navigation. For clarification, this prohibition precludes the use of any system that overlays or creates ad space on a given site without the express permission of the site's owner, including toolbars.
- Invalid traffic is prohibited. It includes, but is not limited to:
 - Clicks or impressions generated by publishers clicking their own live ads;
 - repeated ad clicks or impressions generated by one or more users;
 - publishers encouraging clicks on their ads (examples may include: any language encouraging users to click on ads, ad implementations that may cause a high volume of accidental clicks, etc.);
 - automated clicking tools or traffic sources, robots, or other deceptive software.

- **Compliance with applicable data protection laws** - in case any personal data is processed on your Site, make sure your Site is compliant with applicable data protection laws in your territory, including the Regulation (EU) 2016/679 (General Data protection Regulation) Known as GDPR, if applicable. To ensure that personalized targeting of ads is not limited on your Site, update your Privacy Policy. Integration of a CMP is recommended.
- 2.6. To enable your use of or the delivery of Services, you need to create an account on the PROFITSFLY CLIENT SYSTEM, and such use is subject to your creation, and profitsfly's approval of your account ("Account"). You represent and warrant that all information that you provide to us in creating your Account is complete and accurate. You shall update such information when it changes or at our request. If you create an Account on behalf of a company or other entity, you represent and warrant that you have the authority and capacity to enter into these Terms and bind the entity on its behalf. You should be aware that your Account is a dashboard belonging to profitsfly. You therefore have no proprietary interest in your Account, and accordingly, profitsfly reserves the right to view, monitor, and/or record activity in your Account without notice or permission from you. In addition to the foregoing, profitsfly reserves the right to, at any time and without notice, modify, suspend or interrupt your operation of or access to your Account for any reason.
- 3. USER GUIDELINES (RULES, RESTRICTIONS, REQUIREMENTS)**
- 3.1. You agree to promptly provide all materials, resources, access to systems, or information reasonably requested by profitsfly to provide the Services and understand that your failure or delay in doing so may impact the delivery of Services; furthermore, you agree to hold profitsfly harmless from any impact suffered by you in connection with such delay.
- 3.2. You are required to access, implement, or use software scripts and/or technology ("profitsfly scripts" or "Software") to enable profitsfly's delivery of the Service(s) to you. You agree to use the profitsfly scripts as directed by profitsfly - without modification, cover, or obscurity - and only on a property that profitsfly has approved in advance. Upon profitsfly's written request, you must discontinue your use of the profitsfly scripts. You may not and will not permit any third party to: (i) reverse engineer, decompile or otherwise attempt to discover the profitsfly script; (ii) interfere with the operation of the profitsfly script; or (iii) use the profitsfly script in any way other than as expressly set forth in these Terms. profitsfly retains all right, title and interest in and to the profitsfly script, including all processes and derivative works and improvements thereto.
- 3.3. By violation of any of the Terms, profitsfly may decide on a higher commission withholding, to cover the losses which were caused to profitsfly by you.
- 3.4. If your violations may pose a risk or compromise profitsfly business in any way, profitsfly may terminate your Account and use of the Services with immediate effect.
- 3.5. By registering on profitsfly.com, you affirm that all information provided is accurate, truthful, and complete. If your information changes, you agree to notify us promptly and contact our support team to update your details, as direct editing of certain information may not be available.

4. **CONFIDENTIALITY**

4.1. "**Confidential Information**" of a disclosing party under these Terms ("**Discloser**") means all of the Discloser's non-public information, including without limitation, information relating to the business of Discloser. Confidential Information of Discloser shall not be used by the other Party hereto ("**Recipient**") for any purpose other than performing Recipient's obligations or exercising Recipient's rights as contemplated in these Terms. Recipient will not at any time disclose the Confidential Information of Discloser to any third party without Discloser's prior written consent. Recipient agrees that it shall treat all Confidential Information of Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Notwithstanding the foregoing, Recipient may disclose Confidential Information (i) to the extent required by law or (ii) to its employees, attorneys, accountants, banks and other financing sources and their advisors under an obligation of confidentiality; provided, however, Recipient uses its best efforts to provide advance written notice to Discloser of such disclosure and work in good faith with Discloser to procure or obtain any reasonable protections with respect to the Confidential Information. Recipient shall assume responsibility for any other use made by it or by the third parties to which it has granted access to the Confidential Information. Likewise, the Recipient acknowledges that it will be responsible for any actions taken by its employees and professional advisers who have access to the Confidential Information.

5. **REPRESENTATIONS AND WARRANTIES**

5.1. Each party represents and warrants to the other party that: (i) it has a legal capacity to enter these Terms and holds all rights necessary to perform its obligations hereunder; (ii) all information provided by it to the other party is complete, correct and current; (iii) it will operate in accordance with all applicable privacy policies and all applicable laws, rules, and regulations, including without limitation, applicable privacy and data security laws, rules, and regulations; (iv) it has obtained all licenses, authorizations, approvals, consents or permits required by applicable law to conduct its business generally; (v) it has the full right, power and authority to use all intellectual property used in performing the Services and to grant any rights and licenses set forth in these Terms; and (vi) it will not infringe the rights of any person or entity in connection with its use, receipt, or delivery of the Services.

6. **REMUNERATION AND PAYMENT TERMS**

6.1. Profitsfly prepares a self-billing invoice (and makes it available on <http://profitsfly.com/payments>) about the advertising sales of the previous month and submits the invoice until the 10th date of the next month (including). During three (3) working days You can electronically send objections to the received invoice. If no objections to the invoice have been received within the prescribed period, then it is assumed that the sent invoice is correct, and agreed by both Parties.

6.2. Profitsfly is a sole owner of all receivables from the monetization partners and other 3rd parties. Parties agree that profitsfly shall pay the remuneration as part of Services upon agreed conditions.

- 6.3. Your remuneration might be deducted either for invalid click activity or for activity that was not in compliance with our policies (see 2.4. and 2.5.). profitsfly periodically reviews your account for such activity. If profitsfly or any monetization partner finds such activity in your account, profitsfly adjusts your remuneration (“**Deduction**”) according to the estimated financial loss.
- 6.4. If, for any reason, profitsfly does not receive payment from any monetization partner or credits such payment back to the monetization partner, you are not entitled to be paid for any associated use of the Services.
- 6.5. Profitsfly shall pay a remuneration within 30 (thirty) calendar days counting from the last day of the billing period to the Bank, Paypal account or Crypto wallet which you have entered in the PROFITSFLY CLIENT SYSTEM under Billing details.
- 6.6. You are solely responsible for the accuracy of the Billing details. If the payment does not succeed due to incorrect or incomplete data, profitsfly will not cover any costs related to data correction or re-payment processing from your remuneration.
- 6.7. Minimum payout is 30 (thirty) EUR. If the minimum payout is not reached within the previous billing period (month), it is summed up with the next month’s revenue until the minimum payout sum is accumulated for the payout.
- 6.8. The Parties agree that in addition to the amount of remuneration and at the same time it is paid value-added tax and other duties, taxes, which shall be paid from the remuneration sum or in relating to these Terms in accordance with the current legislation.
- 6.9. You agree to only use your own payment details, including but not limited to credit/debit cards, bank accounts, and cryptocurrency wallets. The payment method or crypto wallet used must be registered in your name and under your direct ownership. The use of payment methods or wallets belonging to third parties is strictly prohibited and may result in account suspension or termination. If you encounter any issues or discrepancies, please contact our support team immediately for assistance.

7. **INTELLECTUAL PROPERTY**

- 7.1. Except as may be expressly provided herein, neither Party shall have or obtained any rights in or to any intellectual property rights of the other Party in connection with the Terms. The Services, System, profitsfly scripts including and any all intellectual property rights pertaining thereto, including, but not limited to, inventions, trademarks, service marks, trade names, logos, source and object code, software, interface, databases, scripts, text, graphical images, photographs, music, video, trade secrets, know-how, whether or not registered or capable of being registered (collectively, “**Intellectual Property**”), but excluding advertisements and third party content, are owned and/or licensed to profitsfly and subject to copyright and other applicable intellectual property rights under all applicable laws. We reserve all our rights over our Intellectual Property.
- 7.2. You may not use the System and Services except pursuant to the limited rights expressly granted in these Terms. Except as otherwise explicitly permitted, you agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, compile, process, reverse engineer, combine with other software, translate, create derivative works of, or in any other way exploit, in whole or in part, any Intellectual Property either by yourself or by anyone on your behalf.

- 7.3. You acquire only the right to use the System and do not acquire any rights, express or implied, in the Software other than those specified in these Terms. The Software is licensed and not sold.
- 7.4. You hereby grant profitsfly a worldwide, royalty free license to promote, advertise, transmit, exploit and monetize in any and all digital and other formats, worldwide, the advertisements on your Sites, solely for the purpose of and in relation to perform the Services. The above-mentioned license will be granted on a non-exclusive, non-transferable and non-sublicensable basis.

8. GOVERNING LAW

- 8.1. All claims and disputes arising from or in relation to these Terms shall be resolved by way of negotiation. If during the negotiation agreement is not reached, the dispute shall be resolved in accordance with the statutory order of the Court of The Netherlands. Issues that are not governed by these Terms, the Parties shall resolve in accordance with The Netherlands legal act norms.

9. WARRANTY

- 9.1. The Services, System and Software are provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or use, title or noninfringement. Profitsfly disclaims any warranties for viruses or other harmful components in connection with the Services, System, Software.
- 9.2. In no event shall the authors, copyright holders or licensors be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Services, System, Software or the use or other dealings in the Services, System and/or Software.
- 9.3. The user must assume the entire risk of using the Services, System and Software. Any content obtained through the use of the Services, System, Software is obtained at your own discretion and risk. You are solely responsible for any damage to you, your computer system or other device or loss of data that results from such content.
- 9.4. Profitsfly disclaims and assumes no liability for damages, direct or consequential, which may result from the use of the Services, System or Software, even if profitsfly has been advised of the possibility of such damages. profitsfly does not warrant (i) that the Services will meet your requirements or expectations, (ii) accuracy, quality, availability, reliability suitability, completeness, truthfulness, usefulness, or effectiveness of any content available on the Services and System, (iii) the operation of the Services and System will be secure, accurate, complete, uninterrupted, without error, or (iv) any errors in content will be corrected.

10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by applicable law, neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with these Terms, even if said Party has been advised of the possibility of such damages. Neither Party shall have any liability for any failure or delay resulting from any event, beyond the reasonable control of that Party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, strike (force majeure event). You acknowledge and accept that the price paid by you takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in these Terms excludes or limits either Party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful.

11. TERM AND TERMINATION OF ACCOUNTS/SERVICES

- 11.1. These Terms will be effective as of the date profitsfly activates your account ("**Effective Date**") and remain in full force and effect while you use the Services ("**Term**").
- 11.2. You are given a Test period ("**Test period**") which starts at Effective Date and ends after 3 (three) months. If during the first month of Test period You take out profitsfly tags or decrease the amount of impressions delivered to it by more than 50% compared to average in previous period, profitsfly reserves the right not to pay out the accumulated remuneration. During the second and third month of Test period either Party may terminate access to or use of the Services for any reason or no reason with immediate effect.
- 11.3. After the Test period either Party may terminate access to or use of the Services for any reason or no reason by informing in writing the other Party 30 (thirty) calendar days in before, via e-mail notification.
- 11.4. As termination of these Terms is also considered the case, when you for the purpose of serving advertising space, no longer use profitsfly script, including when you don't use Services at all or the amount of used Services in last 30 (thirty) days is for 90% lower than the average within the previous 90 (ninety) days. Without prior notification of such way of termination of these Terms, profitsfly may apply a Deduction up to 100% of the remaining payment amount.

12. PUBLICITY AND INFORMATION SHARING

- 12.1. Profitsfly may publicly use your logo and brand names in marketing materials indicating that you are a business partner of profitsfly.
- 12.2. For the purpose of providing You with a full Service and to comply with industry's transparency standards profitsfly reserves the right to use publicly and disclose the Company or Personal information (for example, Company's legal name, registration number or your name and surname) You have entered in your Account and make it available to other profitsfly business partners.

13. AGREEMENT TO THIRD-PARTY TERMS

13.1. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of Google Ad Manager and Google AdSense as outlined at the following URLs:

- [Google Ad Manager Terms & Conditions: https://transparency.google/our-policies/product-terms/google-ad-manager/](https://transparency.google/our-policies/product-terms/google-ad-manager/)
- [Google AdSense Terms & Conditions: https://transparency.google/our-policies/product-terms/google-adsense/](https://transparency.google/our-policies/product-terms/google-adsense/)

It is your responsibility to review and comply with these additional terms, as they are integral to your use of our Services.

14. MODIFICATIONS TO TERMS AND CONDITIONS

14.1. Profitsfly reserves the right to modify these Terms and Conditions at any time. Any changes will be effective upon posting the updated terms on our website. We recommend that you review these Terms periodically to stay informed of any updates. Your continued use of the Profitsfly Client System after any changes signifies your acceptance of the updated Terms.

15. CONTACT INFORMATION

15.1. For any questions or concerns regarding these Terms and use of the Services or System or the Privacy Policy please contact profitsfly at this email address: info@profitsfly.com.