

Rydlr Advertiser Terms and Conditions

These Rydlr™ Advertising Program Terms are entered into by and between Rydlr and the individual or entity (“You” or “Customer”) accepting these Terms electronically. These Terms, along with any policies and procedures referenced in these Terms govern your participation in Rydlr’s advertising program. You agree to comply with the terms of the Rydlr Beta Test Agreement, Rydlr policies, including the Trademark Policy, the Copyright Policy, the Privacy Policy, the Ad Policies, and any other policy Rydlr references or provides you.

Rydlr Advertising Program.

You Participate in Rydlr’s Advertising Program by creating an account and paying for any subscription fees or account balance via credit card or other payment options agreed upon by both parties in writing. You are solely responsible for designing and managing your advertising campaign where applicable. You authorize Rydlr and its affiliates to place your advertising material on any content or property. You are solely responsible for all aspects of your campaign, including all creative and ad targeting decisions. Rydlr provides a platform and criteria that provides you the tools to create your campaign and target a particular audience. After you complete the design of a campaign, you will submit it for approval to Rydlr. For some subscription plans, Rydlr may assemble your creative provided for you for placement on Rydlr. Rydlr may reject or remove a specific advertisement at any time for any or no reason. Rydlr offers advertising guidelines and policies that may help you expedite the approval process. Once approved, your advertisement will run based upon your subscription package. It will take at least 2 full business days after approval before your advertisement will begin to run.

Once your campaign is approved, you may modify or cancel the campaign at any time. New subscriptions are provided a two-week (14-calendar days) free trial that may be canceled without penalty.

After 14-days, your account will be charged a pro-rated fee for the remainder of the month, with regular billing or invoicing beginning the 1st of the following month. Modifications made after that deadline, including ones made while your campaign is running, will take 24 business hours to take effect. You are responsible for all payment obligations incurred while your campaign is running. Modifications or cancellations may be made through the Rydlr interface or by e-mail to Support@rydlr.com.

Policies.

You are solely responsible for your use of the Program, including access to and use of the accounts. You must safeguard your username and password. Rydlr will comply with the Privacy Policy. You authorize Rydlr to modify advertisements as described in the Policies. You will not authorize any third party to use any automated means or form of scraping or data extraction to access or collect any Rydlr advertising related information except as expressly permitted by Rydlr. You will not create or submit advertisements containing malware, spyware, or any other malicious code. You will not breach or circumvent any security measure.

Payment/charges/refunds. All charges you incur will be paid directly from the debit/credit card you place on your account. Separate billing options may be available for Enterprise level customers. Your advertisement will cease when you cancel your account or Rydlr is unable to charge your credit card on your account, unless Rydlr agrees to alternative arrangements in writing. Rydlr is under no obligation to deliver advertisements incurring charges in excess of the money in your account or the credit limit it provides you. Rydlr is under no obligation to extend you any credit. Rydlr may extend, limit, revise, or revoke any credit at any time. Charges are exclusive of taxes. You agree to pay all charges accrued against your account, usually subscription fees, on the date they are due. Charges that remain unpaid for more than 30 days incur interest at the rate of 1.5% per month or the highest permitted by law, whichever is less. You agree to pay all costs, expenses, and reasonable attorneys' fees Rydlr incurs in collecting late payments. Charges are determined by the subscription level you signed up for, or in the case of Enterprise users, the per-view fee for each campaign as per the rate card. Failure to dispute a charge in good faith within 30 days waives your right to dispute the charge. You are not entitled to any offset.

Rydlr will not issue refunds for any reason. If, for any reason, Rydlr is unable to deliver the impressions you purchased as part of your package, Rydlr will not charge you for your next billing cycle until you have accrued the packages impressions. The issuance of a credit is at Rydlr's reasonable discretion.

Customer's Warranties. You warrant that you hold all rights and power to bind yourself to these Terms. You warrant that you are authorized to act on behalf of and bind any third parties for whom you advertise to these Terms, and by agreeing to these Terms, you bind yourself and any such third parties. You warrant that you have all rights in the content of the campaigns and advertisements you create, including all intellectual property rights necessary to create and display the advertisements. By agreeing to these Terms, you grant Rydlr and its affiliates a limited, non-exclusive license to all such rights in the content of your advertisements sufficient to permit Rydlr to distribute, display, and make derivative works of the advertisements you create.

Disclaimers of Warranties. Rydlr makes no guarantees or warranties, express or implied. You expressly disclaim all implied warranties, including, but not limited to merchantability, fitness for any purpose, or satisfactory quality. You are responsible for the campaign and advertisements you design, and you accept all associated risk. Rydlr's products and services are provided as-is.

Confidentiality. Rydlr may designate certain information it provides you as confidential. You agree to keep any such designated information in the strictest confidence. You may not disclose any information Rydlr designates confidential to any third party without prior written consent. This information may include Beta features, advertising experiments, promotional incentives, and any other information Rydlr designate as confidential. Your obligation to keep this information confidential survives termination of this contract.

Liability and Damages Limitations. Choice of Law and Forum. Except as expressly provided in these Terms, neither party may be held liable under these Terms, Rydlr's Policies, or for any claims arising out of or relating to the performance of these terms for any damages other than direct damages. This restriction applies whether either party knows or should know such damages are otherwise allowable

and even if direct damages are an insufficient remedy. This restriction prevents either party from making a claim for indirect or consequential damages, lost profits, or lost sales. Under no circumstances will Rydlr be liable to you in an amount in excess of the amount you paid Rydlr in the thirty days before the events giving rise to the claim occurred. Except as otherwise expressly provided in these Terms, you may not make a claim more than one year after the events giving rise to the claim occurred.

You expressly waive your right to bring or participate in a class-action lawsuit against Rydlr. This does not limit your ability to bring suit on an individual basis, subject to the terms of this agreement.

All claims arising out of or relating to these Terms or Rydlr's services will be governed by Kenya law without regard for any rules governing conflict of laws, and will be litigated exclusively in the courts within Nairobi, Kenya. The parties expressly consent to personal jurisdiction in those courts.

Indemnification. You agree to defend, indemnify, and hold harmless Rydlr, its affiliates, agents, partners, officers, directors, and employees from any third party claim, loss, or liability, including costs, expenses, and attorneys' fees arising out of or related to your use of Rydlr's products and services, including any claim for trademark or copyright infringement. You shall also be liable for any costs, expenses, and attorneys' fees Rydlr reasonably incurs in successful enforcement of paragraphs 3, 4, 6 or 8 of these Terms.

Modification. These Terms and the policies referenced by these Terms constitute the entire agreement between the parties and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter of this agreement. Rydlr may modify these Terms or the policies at any time without liability. Changes Rydlr makes will become effective 14 days after posting unless the notice provides otherwise. No changes will be retroactive. Rydlr will make reasonable efforts to provide you notice of any changes by e-mail. It is your responsibility to monitor your e-mail and keep your contact information up-to-date with Rydlr. You have the right to cancel this agreement at any time, subject to the cancellation and refund provisions in these Terms. Your continued use of Rydlr's services constitutes acceptance of these Terms and any modifications as described in this paragraph.

Miscellaneous. In the event any one or more of the provisions of these Terms are invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions shall remain in full force and effect. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall be deemed as a waiver of such right, power, or remedy, or as a waiver of any other term, condition, or remedy.