



Clicksfinity - Terms and Conditions

General Introduction

Clicksfinity operates as an online marketing self-service platform that empowers users to conceive, construct, and promote their digital advertising campaigns independently.

By engaging with Clicksfinity services, users commit to exonerate, shield, and indemnify Clicksfinity, alongside its directors, officers, and shareholders, from any unauthorized access or breach that may arise. This includes, but is not limited to, the following scenarios:

1. Any misrepresentation or violation of any representation, warranty, covenant, or commitment made by the user within these Terms and Conditions or in any related declaration, representation, warranty, covenant, or commitment.
2. Any misrepresentation or breach of any representation, warranty, covenant, or undertaking presented by the user through information provided to Clicksfinity.
3. Any infringement upon the privacy rights or reputations of any individual, encompassing acts of libel, defamation, slander, false statements, or any expression that may lead to or has led to legal action.

Clarification

To eliminate ambiguity, it should be noted that all indemnity obligations and liabilities undertaken by the user are boundless and regardless of the causes that precipitated them. This encompasses preexisting conditions, whether patent or latent, strict liability under any statutory or common law, agreement breaches, torts, and negligence of any party, including Clicksfinity. This obligation does not apply in cases of willful misconduct by Clicksfinity.

These indemnification provisions extend to all types of liabilities explicitly covered by them, whether incurred directly by the indemnified parties or indirectly through agreements with third parties. Liability for which indemnification is sought must have arisen from or be incidental to the user's performance of obligations under these Terms and Conditions.

Furthermore, it's important to clarify that all parties, except Clicksfinity itself, who may become indemnified parties, shall be considered third-party beneficiaries of these Terms and Conditions solely for the purpose of enforcing any indemnities intended for their benefit.

Section 1: Definitions and Interpretation



1.1 Agreement to Terms and Conditions

By choosing to utilize this service, you acknowledge and agree to be bound by the terms and conditions ("T&C") outlined herein. Please note that the headings of sections are provided for convenience purposes only and do not affect the interpretation of these T&C. If you do not agree to all of these terms, we kindly request that you refrain from using this service.

1.2 Interpretation Guidelines

In interpreting these T&C, the following guidelines shall apply:

- Words importing the singular shall also encompass the plural, and vice versa.
- Words denoting a specific gender or the neuter shall include both genders and the neuter.
- Any reference to a specific number of days for a particular action or purpose shall exclude the first day and include the last day, and shall be considered in the context of business days exclusively.

1.3 Key Definitions

In these T&C, the following terms have the following meanings:

- **"Campaign"**: Refers to an advertisement displayed on a screen of a web page or on a printed page.
- **"Clicksfinity"**: Denotes Clicksfinity Limited, with its registered office located at 1 Northumberland Avenue, Trafalgar.
- **"Clicksfinity Registry"**: Signifies a specific registry maintained by Clicksfinity, situated at 36 Dovedale Road, West Bridgford, Nottingham, England, NG2 6JA, containing details and specifications of Campaigns.
- **"Clicksfinity Website"**: Encompasses any website controlled by Clicksfinity or affiliated with Clicksfinity, where Registered Campaigns may be showcased.
- **"Click Payments"**: Refers to payments received from Qualified Clicks on a User's Campaign.
- **"Commission"**: Signifies payments due to the User resulting from the sale of a product from the User's Campaign.



- **"Issuance"**: Denotes the initial registration of a specific Campaign to a particular Registrant.
- **"Person"**: Includes any legal entity, such as individuals, corporations, limited liability companies, cooperatives, partnerships, trusts, organizations, or similar entities.
- **"Qualified Click"**: Refers to an internet user visiting the Clicksfinity widget on a website.
- **"Registrant"**: Denotes a User to whom a Campaign is registered within the Clicksfinity Registry.
- **"Registration"**: Encompasses the establishment of a record within the Clicksfinity Registry, linking a specific Campaign to a particular User. This term includes variations such as "Registered" or "Launch."
- **"Registration Period"**: Refers to a pre-defined time frame during which a particular Campaign is registered to a specific Registrant. The Registration Period for a given Campaign is determined during the Campaign's creation by the User.
- **"User"**: Signifies any Person who signs up with Clicksfinity or opens a user account with Clicksfinity. Users may also be referred to as "Clients," "Customers," or "Marketers."

Section 2: Obligations of the User

2.1 Know Your Client Process and Anti-Money Laundering Checks

The User acknowledges and accepts that Clicksfinity is obligated to perform a "Know Your Client Process" ("KYC Process") and conduct anti-money laundering checks ("AML Checks"). These processes necessitate Clicksfinity to collect the following documents from the User:

- A copy of the User's valid passport or valid identity card, in accordance with International KYC standards.
- A copy of the User's card(s) used for any transactions related to the Services (front side with only the last 4 digits visible, back side with the CVV covered).
- A copy of a recent utility bill (no older than 3 months) in the User's name, clearly displaying the User's address, as per International KYC standards.
- In specific circumstances, additional documents may be requested from the User.



2.2 Official Address and Communication

As long as a Campaign is registered for a User, the User must maintain an active email address registered with Clicksfinity (hereinafter referred to as the "Official Address"). The User hereby provides irrevocable consent to receive notices from Clicksfinity at the Official Address.

Any notice, declaration, or other communication required or authorized to be sent by Clicksfinity to a User, transmitted via email to the Official Address, shall be deemed to have been received, opened, and read by the User within 48 hours of sending such an email.

2.3 Contact Preferences

Throughout the duration of the User's account with Clicksfinity, the User agrees to be contacted through various means, including email, telephone, Skype, and text messaging, by Clicksfinity and, when relevant, by third parties regarding the Services provided by Clicksfinity.

2.4 Service of Judicial and Arbitration Documents

The User explicitly consents to the service of judicial documents and/or arbitration documents, as per the dispute resolution procedure specified in these T&C, to the Official Address.

Section 3: Creation of Campaigns

3.1 Funding the Campaign

To initiate the creation of a Campaign, a User is obligated to add funds to their Clicksfinity Account. These funds will be utilized by the User for the purpose of creating their Campaign. The User has the discretion to determine the Campaign budget by specifying the cost and the desired number of impressions for each campaign.

3.2 Campaign Customization

Utilizing Clicksfinity's interactive platform, the User is responsible for the comprehensive creation of their Campaign. This includes specifying the campaign name, budget, and duration. Subsequently, the User is required to personally tailor the content, campaign images, and ad placements on the designated websites. It is understood and accepted by the User that they bear full responsibility for the creative aspects and configuration of the Campaign.



3.3 Content Guidelines

Clicksfinity retains the right to remove any Campaign created by a User if it contains offensive or inappropriate language, as determined by Clicksfinity's content guidelines and policies.

3.4 Launching the Campaign

Upon completing the Campaign creation process, the User must click the "save and launch Campaign" button to initiate the Campaign.

Section 4: Processing of Campaigns

4.1 Registration of Campaigns

4.1.1 A Campaign shall be officially registered at the moment it is received by Clicksfinity. The timestamp recorded by Clicksfinity's system is the sole determinant of the time of receipt.

4.2 Campaign Modifications

4.2.1 Once a Campaign is registered, it is immutable. This means that the Campaign cannot be altered, corrected, amended, updated, canceled, or refunded, either in its entirety or in part.

4.3 Compensation Rates and Commissions

4.3.1 During the Registration Period, the User will be entitled to receive a pay-per-click rate, the value of which will be determined by Clicksfinity, but shall not be less than \$0.001 per Qualified Click on a Campaign.

4.3.2 Furthermore, in cases where a product is sold directly as a result of a User's Campaign, a Commission percentage will be calculated in favor of the User. The specific Commission percentage will be determined by Clicksfinity but shall not be less than \$0.001%.

Section 5: Limited Rights in a Campaign

5.1 No Ownership Rights

The registration of a Campaign to a User does not confer upon the User any ownership rights or titles in the Campaign itself. It grants the User an exclusive right solely to the Campaign's content, or any portion thereof, including, but not limited to, any trademarks (whether registered



or not), service marks, trade names, copyrights, licensed rights, or any other intangible assets that may be embedded within the Campaign.

5.2 No Rights in Displayed Sites

Furthermore, the registration of a Campaign does not grant the User any rights or titles in any site or sites on which the Campaign is displayed and/or with which the Campaign may be linked, even if such sites are owned by third parties.

5.3 Account Credits

The User acknowledges and explicitly agrees that Click Payments and Commissions will be credited to the User's account at Clicksfinity during the Registration Period.

Section 6: Disclaimer of Responsibility for Misuse and External Actions

6.1 User Responsibility and Accountability

Clicksfinity firmly believes in promoting responsible and ethical use of its services. While we provide a platform for creating and managing online advertising campaigns, it is imperative to understand that the responsibility for the content, actions, and consequences of these campaigns lies solely with the User.

6.2 Third-Party Interactions

Clicksfinity may recommend or facilitate the use of third-party software, information, products, or websites through hyperlinks or other means to enhance your access to valuable resources. However, we want to make it clear that any interactions or transactions you engage in with these third parties are entirely independent of Clicksfinity. We do not endorse, approve, or guarantee the services, products, or information provided by third parties, and we are not liable for any loss or damage incurred as a result of using such resources.

6.3 Limitation of Liability for User Actions

Clicksfinity provides its website and services "as is" and "as available." While we strive to maintain a secure and ethical environment, we cannot be held responsible for the misuse or wrongful actions of Users on our platform. This includes, but is not limited to, any violation of these Terms and Conditions, applicable laws, or regulations.



6.4 Third-Party Resources

When you access third-party resources recommended or facilitated by Clicksfinity, you do so at your own risk. These third-party resources may have their own terms, licenses, privacy policies, and security practices that differ from ours. It is your responsibility to familiarize yourself with these terms and policies as they will govern your use of those resources.

6.5 No Endorsement or Warranty

Clicksfinity does not endorse or guarantee the accuracy, safety, or suitability of third-party resources, and we make no representations or warranties regarding the quality or reliability of their services, products, or information. Any use of third-party resources is done at your own discretion and risk.

6.6 Independent Decision-Making

We emphasize that online businesses, earnings, and advertising campaigns involve inherent risks and uncertainties. Decisions based on information presented through Clicksfinity's services or website should be made with the awareness that you may experience losses or may not achieve the expected results. Only risk capital that you can afford to lose should be used.

6.7 Forward-Looking Statements

Clicksfinity may occasionally provide forward-looking statements or expectations regarding future events, financial performance, or potential earnings. These are opinions and should not be considered as factual guarantees. Your actual results may vary, and there is no assurance that you will achieve similar outcomes.

6.8 User Accountability

As a User, you are accountable for your actions and decisions while using Clicksfinity's services. Any misuse, violations, or improper conduct that may result in harm to others, damage to reputation, or legal issues are your sole responsibility, and Clicksfinity shall not be held liable.

6.9 No Responsibility for Unauthorized Actions

Clicksfinity disclaims responsibility for any unauthorized actions or misuse of its platform by Users. We expect all Users to adhere to our guidelines and comply with applicable laws and



regulations. Any actions taken by Users that contravene these principles will not be attributed to Clicksfinity.

Section 7: Promotions and Special Offers

7.1 Special Bonuses and Incentives

Clicksfinity retains the discretion to introduce special bonuses, contributions, incentives, or price differentiations as it deems appropriate. The conditions for eligibility to such bonuses, contributions, incentives, or price differentiations will be determined by Clicksfinity.

7.2 Bonus Agreements

In certain instances, Clicksfinity may extend a bonus offer to a User. The terms and conditions governing these bonus offers will be outlined in a separate Bonus Agreement. If a User chooses to accept such a bonus, they will be required to thoroughly review, accept, sign, and return the Bonus Agreement to Clicksfinity.

Section 8: Withdrawal of Funds

8.1 Eligibility for Withdrawal

In order for a User to be eligible for a successful withdrawal of funds, the following conditions must be met:

- The User must submit all requested documents to Clicksfinity, including but not limited to KYC documents.
- The User must not have any Issuance of Campaigns on their account at the time of the withdrawal request.

8.2 Terms and Conditions

All withdrawal requests are subject to the terms and conditions stipulated in any agreement previously signed by the User, including but not limited to the Bonus Agreement.



8.3 Request Submission

All withdrawal requests must be submitted through Clicksfinity's platform. Requests submitted through other means may not be acknowledged as valid withdrawal requests.

8.4 Withdrawal Amounts

The User is permitted to withdraw any eligible amount from their Clicksfinity account, subject to the company's fund regulations, which include a x30 ROI (return on investment) on the initial investment, as outlined in the "Withdrawal Fees" section.

8.5 Processing Time

Subject to the provisions of Section 9, withdrawn amounts shall be transferred to the User within three (3) days from the date of the User's withdrawal request. Clicksfinity will direct fund withdrawals back to the original source of remittance.

8.6 Additional Costs

In addition to the Withdrawal Fees, the User shall bear all costs, fees, and commissions incurred by third parties (such as banks, credit card companies, etc.) on money transfers.

Section 9: Account Management Fees

9.1 Management Fees

Maintaining an account with Clicksfinity is subject to account management fees, hereinafter referred to as "Management Fees."

9.2 Fee Updates

Clicksfinity retains the right to update the Management Fees at its sole discretion and may apply different Management Fees to various accounts and/or different Users.

9.3 Discount Policy

As per the current Management Fee policy, discounts on Management Fees are applicable at the discretion of the Clicksfinity account manager.



Section 10: Undertaking by Clicksfinity

10.1 Accurate Tracking and Reporting

Throughout the Registration Period, Clicksfinity is committed to exerting commercially reasonable efforts to precisely and comprehensively track Qualified Clicks on Registered Campaigns. The primary purpose of this tracking is to generate reports summarizing the Qualified Clicks associated with Registered Campaigns and the corresponding Click Payments.

10.2 Crediting User Accounts

Throughout the Registration Period, Clicksfinity will ensure that the Registrant's user account is duly credited for each Qualified Click, in accordance with the terms and conditions specified in these T&C.

Section 11: Representation and Warranties of the User

11.1 Legal Execution

The User represents and warrants that:

- The T&C have been duly and validly executed and delivered by the User.
- The User possesses the legal capacity and authority to enter into the T&C.
- No additional approval or consent from any other Person is required for the execution of the T&C.
- The T&C constitute a legal, valid, and binding obligation of the User and are enforceable against the User by Clicksfinity.

11.2 Accuracy of Information

The User further represents and warrants that all statements made and information provided at any time to Clicksfinity are complete and accurate.

11.3 Compliance with Anti-Spamming Laws

The User shall not promote a Registered Campaign through unsolicited emailing, news postings, job sites, classified ad sites, or any other method of mass communication that may



result in legal action (civil or criminal) under any Anti-Spamming Law ("Spam Promotion"). Any Spam Promotion by the User shall constitute a material breach of these T&C, and the User shall pay Clicksfinity liquidated damages of \$100 per spam email or posted website reported to Clicksfinity. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to Clicksfinity in law or equity.

11.4 Prevention of Fraudulent Clicks

The User shall not, directly or indirectly, jointly or in conjunction with any other Person, participate in any activity that may generate clicks not resulting from actual voluntary activity or contribute to fraudulent accumulation of clicks on a Registered Campaign. Prohibited activities include, but are not limited to:

- Creating, opening, or registering multiple accounts with Clicksfinity.
- Using Web Robots to perform clicks on Registered Campaigns.
- Hiding or masking the true source of traffic or interactions with links or websites related to a Registered Campaign.
- Artificially generating or inflating traffic, hits, impressions, clicks, or other interactions related to a Registered Campaign.

11.5 Varied Exposure of Campaigns

The User acknowledges and agrees that the exposure of Registered Campaigns in Clicksfinity Websites may vary and is determined by Clicksfinity on a random basis. This includes the distribution of Registered Campaigns, frequency of display, time length of display events, and timing of display events for each Registered Campaign.

11.6 Financial Risks and Professional Advice

The User acknowledges that dealing with the Registration of Campaigns involves substantial financial risk, including the risk of partial or full loss of funds. The User also acknowledges that any income figures mentioned are indicative of potential risks and other financial and fiscal aspects of the Services provided by Clicksfinity. The User has sought advice from their personal professional advisors, such as attorneys and/or accountants, regarding their individual capital gain tax liability and the use of the Service.



11.7 Transactions and Account Security

The User represents and warrants that they are aware of Clicksfinity's security measures and understands that transactions may be verified through various means, including but not limited to, evidence of User profile activation, device and card usage, login activity, and email communication.

11.8 Account Protection

The User is responsible for safeguarding their account information, maintaining robust antivirus and antimalware programs on their system, and bears sole responsibility for any unauthorized usage or information leaks regarding their account details.

Section 12: Proof of Delivery of Services

12.1 Service Record

Clicksfinity's Registry maintains records of a User's activity and the use of the Services.

12.2 Delivery Confirmation

Delivery of intangible or virtual items or Services is typically confirmed immediately after payment confirmation. Proof of delivery is established through the following means:

- IP address of the User at the date and time of the transaction.
- Device geographical location at the date and time of the transaction.
- Device ID number and device name.
- Name and email address linked to the User profile on record.
- Anecdotal information conveyed to Clicksfinity regarding the results achieved by the individual sharing the information.

12.3 Non-Verification and User Caution

It is important to note that:



- Clicksfinity has not independently verified the statements made by individuals providing anecdotal information.
- The User should exercise caution and should not solely rely on such figures when making decisions regarding the Issuance of Campaigns.

Section 13: Card Not Present Transactions

13.1 Online Service Provider

Clicksfinity operates as an online Service provider, where Services are paid for and redeemed through card not present transactions.

13.2 Compliance with Security Standards

Clicksfinity maintains a high level of compliance with the Payment Card Industry Data Security Standard (PCI DSS). Additionally, Clicksfinity employs robust virtual security measures, including authorization and authentication by Users, as prerequisites to processing any transaction.

13.3 Acceptance of T&C

To become a User of Clicksfinity and open a Clicksfinity account, a Person is required to explicitly 'click to accept' Clicksfinity's Terms and Conditions (T&C).

Section 14: Refund Policy

14.1 User Responsibility and Risk

All Services offered by Clicksfinity are provided at the User's discretion and come with inherent risks. Clicksfinity does not provide guarantees, refunds, or written acknowledgments for any Services.

14.2 Handling of Complaints and Refund Requests



If a User has a concern or complaint regarding Clicksfinity's Services, and has not initiated an Issuance of a Campaign, Clicksfinity will thoroughly investigate the complaint. Clicksfinity will respond to the User's complaint, either by email or telecom, within ten (10) days. The response will outline how the issue will be addressed. If a complete resolution is not immediately possible, the User will receive an interim response informing them of the actions taken to date or being considered.

14.3 Refund Requests

Refund requests, if applicable, must be sent via email to support@clicksfinity.com within seven (7) days of the transaction being processed.

Section 15: Complaints Services

15.1 Dispute Resolution

If a User is dissatisfied with our Services or believes that Clicksfinity has not fulfilled its responsibilities, a written notice must be sent to support@clicksfinity.com. This is the initial step in resolving any matter or dispute.

15.2 Logging Complaints

All written complaints will be diligently logged by Clicksfinity.

15.3 Resolution and Refunds

Clicksfinity reserves the right to address a complaint in a manner it deems appropriate. It is important to note that the settlement of a complaint does not constitute an admission of liability or wrongdoing by Clicksfinity.

15.4 Refund Process

If a refund is warranted, it will be processed back to the original card used for payment. The refund amount shall be equal to or less than the value of the initial transaction. Typically, the refunded funds will be credited back to the customer's account within 7 days.

Section 16: Reservation of Rights

16.1 Monitoring and Action



Clicksfinity reserves the right, without assuming any obligation, to monitor transactions and communications occurring through the website and/or Service. If, in our sole and absolute discretion, we determine that you or another User has breached or will breach these T&C, or that a transaction or communication is inappropriate, we may take actions, including but not limited to:

- Canceling such transaction.
- Restricting access to or the availability of any material that may be considered objectionable.

These actions will be taken without any liability to you or any third party.

16.2 Use of Pseudonyms

Representatives of Clicksfinity may employ pseudonyms during User interactions.

16.3 Modification of Services

Clicksfinity may modify the website and/or our Services at any time, with or without notice to you. Clicksfinity will not incur any liability for such modifications.

Section 17: Earning and Income Disclosure and Disclaimer

17.1 Earnings and Income Statements

Clicksfinity operates as an advertising marketplace with a diverse user base, including affiliates who can earn commissions by referring individuals to Clicksfinity.

17.2 Earnings Estimates

Any earnings or income statements, or earnings or income examples, provided by Clicksfinity are merely estimates of what is possible and represent earnings achieved by some individuals. There is no guarantee that you will achieve similar results, and you must acknowledge the inherent risk of not performing as well. Claims or representations regarding income earnings on our website should not be construed as indicative of average earnings, and testimonials are not representative.

17.3 Forward-Looking Statements

Clicksfinity's Services or website may contain information that includes or is based upon forward-looking statements, as defined by the Private Securities Litigation Reform Act of 1995



(U.S). Forward-looking statements provide expectations or forecasts of future events. Words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and similar terms may be used in connection with descriptions of potential earnings or financial performance. These forward-looking statements reflect our opinion of earnings potential and should be considered opinions rather than facts.

17.4 Risks of Online Businesses

Online businesses and the earnings derived from them involve inherent and unknown risks, making them unsuitable for everyone. Any decisions based on information presented in our Services or website should be made with the awareness that you may experience losses or generate no income at all. Only risk capital should be used for such endeavors.

Section 18: Use of Third-Party Software or Websites

18.1 Recommendation of Third-Party Resources

Clicksfinity may recommend the use of software, information, products, or websites that are owned or operated by third parties. We make these recommendations through hyperlinks or other means to facilitate your access to third-party resources.

18.2 Endorsement and Disclaimer

While Clicksfinity strives to direct you to helpful and reliable resources, we do not endorse, approve, or guarantee the software, information, products, or services provided by or available through third-party resources, nor do we monitor changes in these resources. Consequently, we do not assume responsibility for the content or accuracy of any third-party resource, or for any loss or damage resulting from the use of, or failure of, products or services provided by or accessed through third-party resources.

18.3 Resources on an "As Is" Basis

Our recommendations of these resources are made on an "as is" basis. When you use a third-party resource, you are subject to its terms and licenses. You will no longer be protected by our privacy policy or security practices, which may differ from those of the third-party resource.

Therefore, it is essential to familiarize yourself with the license, usage terms, privacy policy, and security practices of the third-party resource, as these will govern your usage of that resource.

Section 19: Limitation of Liability



19.1 Services "As Is"

Clicksfinity provides the website, the Services, and all content on an "as is" and "as available" basis.

Unauthorized Communication Channels:

- a. The Client agrees to engage in communication with the Representative outside of company phones or company-provided emails ("Unauthorized Communication Channels").
- b. The Client acknowledges that communication via Unauthorized Communication Channels is not endorsed, monitored, or controlled by the company, and therefore, the company assumes no responsibility or liability for any such communication.

Shared Liability for Unauthorized Communication Channels:

- a. By choosing to communicate through Unauthorized Communication Channels, the Client understands and accepts that both the Client and the Representative share liability for any consequences, losses, damages, or claims arising from such communication.
- b. The Client agrees to hold the company harmless and indemnify the company against any claims, demands, or liabilities that may arise due to the Client's use of Unauthorized Communication Channels.

Fraudulent, Deceptive, or Dishonest Conduct:

- a. The Client agrees not to engage in any fraudulent, deceptive, or dishonest conduct while liaising with the Representative.
- b. In the event that the Client participates in any fraudulent, deceptive, or dishonest conduct that leads to losses, damages, legal disputes, or reputational harm to the company, the Client acknowledges and accepts shared liability with the Representative for such consequences.

Communication Outside Work-Related Emails:

- a. The Client acknowledges that emails and communications transpiring between the Client and the Representative outside of work-related emails may be unmonitored, unofficial, and subject to unauthorized access or manipulation.
- b. The Client understands and accepts the risks associated with communication outside work-related emails, including the potential compromise of sensitive information or the misinterpretation of exchanged messages.

Release of the Company's Liability:

- a. The Client agrees to release the company from any liability, claims, demands, actions, or causes of action arising out of or related to communication conducted through Unauthorized Communication Channels or engagement in fraudulent, deceptive, or dishonest conduct between the Client and the Representative.



b. The Client acknowledges that the company shall not be held responsible for any losses, damages, or consequences resulting from the Client's choice to engage in communication



through Unauthorized Communication Channels or engaging in fraudulent, deceptive, or dishonest conduct.

Severability:

If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement shall remain in full force and effect.

By continuing to engage in communication through Unauthorized Communication Channels, engaging in fraudulent activities, or conducting communication outside work-related emails, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.

19.2 Disclaimer of Representations and Warranties

The User acknowledges and agrees that, except as expressly stated in the T&C, Clicksfinity makes no representations, warranties, or guarantees, whether express or implied, concerning the Services provided by Clicksfinity. The User's engagement with Clicksfinity is solely at their own risk.

Clicksfinity expressly disclaims any of the following representations, warranties, or guarantees, to the fullest extent permitted by law:

- Any representation, warranty, or guarantee regarding the volume of traffic, hits, impressions, clicks, visitors, visits, or any other interactions related to a Registered Campaign or Campaigns.
- Any representation, warranty, or guarantee regarding the timing of interactions related to a Registered Campaign or Campaigns.
- Any representation, warranty, or guarantee related to the level of impressions of Registered Campaigns or Qualified Clicks and the timing of their delivery.
- Any representation, warranty, or guarantee regarding the uninterrupted or error-free operation of Clicksfinity Websites or any part thereof.
- Any representation, warranty, or guarantee concerning the scale of exposure of each particular Registered Campaign.
- Any representation, warranty, or guarantee regarding the financial prospects and risks associated with the Registration of Campaigns.



- Any representation, warranty, or guarantee regarding the completeness, effectiveness, functionality, installation, or maintenance of third-party software operating on Clicksfinity's platform or available on Clicksfinity Websites.

19.3 Exclusion of Damages

Without prejudice to the limitation of liability contained in any provision of these T&C, in no event shall Clicksfinity, its directors, officers, shareholders, employees, agents, or affiliates be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive, or consequential damages whatsoever, arising out of or related to these T&C, even if Clicksfinity has been advised of the possibility of such damages.

19.4 Specific Exclusions

Without derogating from the general disclaimer provided in the T&C, in no event shall Clicksfinity, its directors, officers, shareholders, employees, agents, or affiliates be liable to any User for any direct, indirect, incidental, special, punitive, or consequential damages resulting from any of the following occurrences:

- Usage, non-usage, or misuse of a Registered Campaign.
- Insufficient or unsatisfactory exposure or non-exposure of Registered Campaigns.
- Unauthorized access to or use of the Clicksfinity Registry.
- Error, interruption, malfunction, or temporary cessation in the operation of Clicksfinity Websites.
- Personal injury, property damage, or other loss resulting from the Registration of Campaigns.
- Any breach of these T&C.
- Any bug, virus, Trojan horse, or the like affecting the Clicksfinity Registry or any part thereof.

19.5 Release of Liability

Clicksfinity, its directors, officers, shareholders, employees, agents, and affiliates shall be released from any and all liability, claims, losses, damages, costs, expenses, attorneys' fees, demands, suits, and causes of action of every kind and character, arising out of or incident to the above occurrences.



Section 20: Dispute Resolution

20.1 Binding Arbitration

The User agrees irrevocably that any dispute related to a Registered Campaign or otherwise connected to these T&C shall be resolved through binding arbitration, rather than in a court of law. These T&C and any disputes arising between a User and Clicksfinity shall be governed by the laws of the United Kingdom, without regard to principles of conflict of laws.

20.2 Arbitration Process

Arbitration does not involve a judge or jury, and court review of an arbitration award is limited. However, an arbitrator can award, on an individual basis, the same damages and relief as a court, including injunctive and declaratory relief, statutory damages, and must abide by the terms of these T&C, just as a court would.

To initiate an arbitration proceeding, a User seeking such proceedings must send a written notice requesting arbitration and describing their claim to Clicksfinity's offices at Clicksfinity Limited, 36 Dovedale Road, West Bridgford, Nottingham, England, NG2 6JA. The arbitration will be conducted by the International Chamber of Commerce.

20.3 Individual Basis

The User agrees irrevocably that any dispute resolution proceedings will be conducted only on an individual basis and not as part of a class, consolidated, or representative action. In the event that a claim proceeds in court rather than through arbitration, the User waives any right to a jury trial.

Section 21: Breach

21.1 Material Events of Default

A breach by a User of any representation or warranty contained in these T&C shall constitute a material event of default (each an "Event of Default") by such User.

21.2 Remedies for Event of Default

In the event of any Event of Default, in addition to and without prejudice to any other rights or remedies available to Clicksfinity at law, in equity, or under these T&C, Clicksfinity may, at its sole discretion, choose to take one or more of the following actions:



- Immediately block the account of the affected User, either temporarily or permanently, without any entitlement to a refund of any fees paid by the User.
- Offset any outstanding amounts in the account of the affected User against any damages caused to Clicksfinity.

21.3 Cumulative Remedies

For the avoidance of doubt, the User acknowledges and agrees that no remedy provided by any specific provision of these T&C is intended to be exclusive of any other remedy available at law, in equity, by statute, or otherwise. Except as expressly provided in these T&C, each remedy shall be cumulative and in addition to any other remedy available hereunder, at law, in equity, by statute, or otherwise. Clicksfinity's election to pursue one or more of these remedies shall not constitute a waiver of its right to seek any other available remedy.

Section 22: Copyright and Trademark Notices

All contents of the Services provided under these T&C are copyrighted by Clicksfinity. All rights reserved. Other brand names, product names, and company names may be trademarks or service marks of their respective owners.

Section 23: Governing Law and Jurisdiction

23.1 Governing Law

These T&C and the use of the Clicksfinity platform shall be exclusively governed by the laws of the United Kingdom.

23.2 Jurisdiction

Subject to the dispute resolution provisions of these T&C, Clicksfinity and each User submit to the exclusive jurisdiction of the competent courts located in London, United Kingdom.



23.3 Compliance with Local Laws

Without derogating from the foregoing, each User understands that laws regarding contracts vary throughout the world. It is the User's responsibility to ensure proper compliance with any law, regulation, or guideline in their country of residence concerning the use of Clicksfinity Services. For the avoidance of doubt, each User explicitly acknowledges that the ability to access Clicksfinity Services does not necessarily imply that the Services provided by Clicksfinity and/or the User's activity through Clicksfinity is legal under the laws, regulations, or directives relevant to the User's country of residence.

Section 24: Binding Agreement

By signing up to Clicksfinity, creating an account at Clicksfinity, or issuing a Campaign, each User acknowledges and agrees that these T&C constitute a legally binding agreement between each User and Clicksfinity. By accepting these T&C, each User is hereby bound by the rules and guidelines specified above.

Section 25: Termination

25.1 Termination by User or Clicksfinity

Either the User or Clicksfinity has the right to terminate the Service by giving written notice to the other party at least Five (5) days in advance, specifying the date of termination. The User's account will be closed, and access to the Services will be removed.

25.2 Mandatory Termination

Termination is mandatory, and Clicksfinity may immediately terminate the Service without notice in the following cases:

- The User violates any provision of these T&C, and in Clicksfinity's opinion, the Services cannot be rendered, including but not limited to a User refusing to submit, sign, or return required agreements or documents.
- The User violates any law or regulation applicable to the User.
- The User involves Clicksfinity directly or indirectly in any type of fraud.
- The User refuses or fails to provide Clicksfinity with the required KYC documents.



25.3 User's Liabilities upon Termination

In the case of termination, the User shall be liable for:

- Any pending fees owing and payable to Clicksfinity.
- Any charges and additional expenses incurred or to be incurred by Clicksfinity as a result of the termination of the Services.
- Any damages that arose during the arrangement or settlement of pending obligations. In the case of a breach of these T&C by the User, Clicksfinity reserves the right to reverse all previous transactions that place Clicksfinity's interests and/or all or any of its Users' interests at risk before terminating the Agreement.

25.4 No Obligation to Refund

In the event of the termination of the Service by Clicksfinity under clause 25.2, Clicksfinity will be under no obligation to refund any funds that may be in the User's account, and the User shall have no claims against Clicksfinity in such regard.

Section 26: Enforceability

In the event any of the terms or conditions contained in this T&C shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired, and the unenforceable term or condition shall be replaced by such an enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition.

Conclusion

We appreciate your trust in Clicksfinity and your commitment to abiding by these Terms and Conditions. Our goal is to provide you with a platform that enables you to create and manage online advertising campaigns effectively and responsibly.



Should you have any questions, concerns, or require any clarification regarding these Terms and Conditions, please don't hesitate to contact us at legal@clicksfinity.com. We value your feedback and are here to assist you.

Thank you for choosing Clicksfinity as your online marketing partner. We look forward to a successful and mutually beneficial collaboration.