## Terms of Use

for all Business Partners of

## AdmyDream.com

## A. General Conditions

## 1. Scope of application

The following terms and conditions of Ad My Dream Limited, Unit 25A, 25 / F, Winging Commercial Building, 139 Wing Lok Street, Sheung Wan, Hong Kong, China (hereinafter referred to as "AMD") apply to the use of the platform admydream. (Hereinafter referred to as the "Platform") and all bookings through (i) the placement of advertising on advertising media between crossvertise and advertising providers (hereinafter referred to as "Publisher"); and (ii) the procurement of advertising space via the platform between AMD and advertisers Advertiser ", Advertiser and Publisher hereinafter referred to as" User "; The General Provisions in Section A apply to all users, the Special Provisions in Section B for Publishers, and the Special Provisions in Section C for Advertisers. These terms and conditions apply to the use of the platform and to contracts and bookings that are made via the platform.

Other conditions of the users are not valid, even if AMD does not contradict in individual case insofar as their inclusion is not expressly confirmed by AMD in writing.

By using this site or by clicking "I agree" to this Agreement, you ("User") signify your agreement to these terms and conditions. AMD, represented by his Ceo, reserves the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms and Conditions Agreement each time you view and use the website.

#### If you do not agree to this Agreement please do not use this site and do not click "I agree".

AMD reserves the right to terminate a User's use of this site at any time without notice and may do so for any breach of this Agreement.

## 2. Registration on the platform, service of statements, granting of rights

Only only entrepreneurs or companies, which are fully or legally competent, are entitled to use and book. The use of the platform requires a registration of the user. The user is obligated to make correct, up-to-date and complete information according to the requirements of the registration form and to keep his information up-to-date. The authorization of the user to use the platform is done by confirming the registration by AMD and the subsequent booking of a promotional package. The user is not entitled to access. AMD may refuse to confirm the registration without giving reasons. The user is aware that legal statements (eg e-mails with offers or assumptions, references to changes to the terms and conditions, etc.) can usually be sent via his back-office of the AMD platform and, if necessary, via e-mail. These are deemed to have been received if, under normal circumstances, they are retrievable in the user's mailbox on the platform or in the e-mail mailbox specified by the user during registration. After registration, a personalized user account is set up for each user on the platform. The user has to select a user identification and an access code during the registration as well as provide all the informations necessary for the use of the platform and the handling of payment transactions.

### 3. General obligations of users when using the platform

Users are required to ensure that the user account is used only by themselves and must keep their access code secret for this purpose. The owner of a user account is fully responsible for all activities carried out through his user account.

Users must set up their access devices and programs in such a way that neither the security, integrity nor the availability of the systems used by AMD to provide the platform and the provision of the related services is impaired. AMD is entitled to take necessary measures (eg access locks) that are necessary to ensure the system integrity of the used systems.

## 4. Availability of the platform

The use of the platform itself is free of charge. AMD does not ensure the permanent availability of the platform.

## 5. Billing

AMD is entitled to issue invoices electronically. Amounts are understood, unless otherwise stated plus statutory VAT, unless there is no legal VAT or the VAT is to be borne by the recipient (reverse charge).

#### 6. Termination of use; Term and Termination of the individual bookings

Every user is entitled to terminate the contract with regard to the use of the platform at any time without stating reasons by deleting his user account or by written notice.

AMD has the right to terminate the contract with immediate effect extraordinarily if the user violates essential obligations under this contract and despite warning with a reasonable time limit does not provide timely remedy. A warning is then not required if this does not promise success or the violation is so serious that AMD is not reasonable to adhere to the contract.

Already completed bookings remain unaffected by termination of the contract.

## 7. Organization of banner ads and liability by AMD

AMD sells to the members as advertisers within the AMD Business Advertising Network advertising packages containing a certain number of banner ads, which are displayed by "Publisher" on their websites. AMD distributes the advertised banners to the websites of the publishers through a variety of technical procedures and checks through various controls that a proper process takes place. AMD does not have technical access to the publisher's web pages, and can not absolutely rule out the fact that all transactions are running properly on the publisher's websites at all times. Therefore AMD can not guarantee that the advertisers' banners will be displayed correctly. AMD also can not predict or guarantee how often the banners of the customers are shown, how often the advertised advertisers' projects are displayed, and the economic success of the individual projects.

Because the advertisers' projects are connected to each other in a business ad network, it is also impossible to predict or guarantee the success of the individual project within the ad network, because a variety of factors affect this, to which AMD has no influence.

Taking into account the facts described here, that AMD has only a very small influence on the expiration and success of the individual advertising measures, AMD is liable with simple negligence only in the case of infringement of contractual obligations. This concerns the infringement of obligations, the fulfillment of which allows the proper implementation of the contract at first and on the observance of which the user may regularly rely ("cardinal obligation").

In the case of a slightly negligent breach of a cardinal obligation by AMD, which must be proven by the advertiser within 24 hours without a doubt, the liability of AMD is limited to a maximum of 100%

of the purchase price of the advertising service, but in individual cases per booking to a maximum of \$10. Force majeure, occurring operational disturbances or other cases of impossibility which AMD is not responsible for, which temporarily prevent AMD from performing its contractual obligations without a fault of its own, AMD can not be accused, if these services are made up promptly. The legal rights of the users remain unaffected.

#### 8. Responsibility for contents

AMD merely provides the technical infrastructure for the display and publication of projects and advertising spaces and is not responsible for the content of the users, in particular not for advertisements of the participating advertisers or content of the publishers in the vicinity of the advertising space. AMD does not adopt the content as its own. AMD does not review the content of the projects and is not obligated to do so, but is entitled to do so at its own discretion and can exclude them from the publication if they contradict the AMD guidelines.

#### 9. Applicable Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

## B. Special provisions for publishers

#### 1. Platform Usage and Services

The publisher can provide a maximum of 5 ad slots on the platform by specifying their URLs. He receives a banner code, which he inserts exactly on these pages.

The publisher warrants that he is entitled to market the contractually agreed advertising space and has free access to these advertising space.

# 2. Requirements for the advertising environment, avoidance of remuneration mechanisms, exemption from liability

The publisher is prohibited by himself or by third parties

- to change the content advertised by AMD;
- to restrict or impede the full reproduction of advertisements submitted by AMD; or
- to circumvent contractually agreed remuneration mechanisms (such as "forced clicks" or similar).

The publisher is not permitted to register advertising space with AMD or to make it part of an offer if the participating advertising medium shows

- glorifying violence, martial-glorifying, hateful or despising contents;
- characteristics of unconstitutional organizations;
- contents which infringing rights;
- or other illegal content

or refers to advertisements of such content.

Furthermore, the following actions and concepts are not permitted:

- Paidmailer, advertising mailers who pay the receivers;
- bannerfarms, that are pages that consist almost entirely of a collection of advertising banners;
- automatically generated page calls;
- dialer, adware or spyware;
- software exchange trading.

Advertising media on which advertising space is provided must comply with the relevant legal provisions. The same applies to the way in which the advertising materials are placed. The manner in which the advertising materials are placed must not impair the reputation or appreciation of the ad-

vertiser or of his trade marks.

AMD will use appropriate auditing mechanisms to determine which advertising media are suitable and which meet these requirements. If the publisher culpably violates the obligations or does not fulfill these requirements, the corresponding compensation for advertising remuneration is void. AMD decides, according to its own subjective discretion, which advertising media are accepted and which are not. If AMD rejects individual advertisers and reverses their previously calculated remuneration, this decision is not contestable. Complaints and inquiries regarding these decisions are not considered or answered. AMD will permanently exclude publishers who are severely or severely violating these provisions.

The Publisher is liable in full for all damages or legal violations, which result from his unlawful or unacceptable action and has to bear all costs incurred in this respect.

#### 3. The commissions for publishers advertising space

The commissions are regulated in AMD's compensation plan, which can be viewed in the password-protected member area.

## C. Special Provisions for Advertisers and Ad Crowd Funding Projects

## 1. Ad(-vertising) Crowd Funding, Legal relationships, conclusion of bookings and services

AMD offers its members the opportunity to realize their wishes and goals through "ad (-vertising) crowdfunding". For this purpose, AMD operates a commercial network on the Internet, in which advertisements can be published on the members' own projects. The project pages of the members are presented as social media content with pictures, videos and texts. All project pages are categorized in a pool and are linked internally and externally interactively. Members may also post advertisements in the form of externally placed banners for these project pages to attract more visitors to their project pages.

Ad Crowd Funding works on this platform as follows:

- Each member promotes new members for his project page and shows his wishes and goals, which he wants to realize.
- The interested parties are offered the possibility to publish their wishes and goals here.
- If these prospective customers do so, join the commercial network, and book advertising, the commission from this advertising booklet is paid as an "ad-funding contribution" to the advertising member and his upline network partner, thereby financing their wishes and goals.

Advertisers can procure advertising space for their advertising campaigns via the platform and also outside the platform. Publishers can use the platform to market their advertising space. Contractors of advertisers and publishers will be AMD alone, and there will be no contract between advertisers and publishers. The member buys advertising for his ad funding project as an advertiser on the platform. With advertising packages, the advertiser buys a certain number of banners' ads that point to his advertising campaign / project.

## 2. Ad Crowd Funding projects on the AMD platform

Members can publish on the commercial AMD platform either

- a) charity projects, there donations are collected for a social purpose, or
- b) personal sponsorship projects, that promote individual projects of the members through structural distribution of commissions from an advertising partnership network.

## a) Rules for the implementation of a charity project

- A Paypal account has to be set up for payment processing.
- In the project, the social promotion purpose must be described and represented by a picture or a video and the required funding sum should be specified.
- The name and purpose of a social project can not be changed after the start of the project.

- The funds received as donations are to be used "completely" for the social project. This can be proved by an image or a video.
- AMD merely provides the online platform for advertising a social donation project, but can not be held responsible for the correct use of the funds received.
- If an operator of a social project also receives commissions from the sales of advertising packages, these revenues do not have to be used for the social project.

#### b) Rules for the implementation of a personal sponsorship project

- Due to the connection mechanisms in the matrix of the business partner network, there is
  the chance for each participant to get further project connections from the upline via the
  spillover under his project and thus carry out structural commissioning in favor of this project.
- However, no guarantee or assurance can be given in the individual case that project connections are actually made via the spillover from the upline.
- AMD recommends to convince as many new partners as possible of AMD's advertising network, thus increasing the probability of higher and permanently sustainable commission payments.
- The name and purpose of a personal funding project can be changed at any time if necessary.

## 2. Requirements for participation in the Ad my Dream (AMD) Business Partner Advertising Network

- a) The user assures that he is doing a commercial activity that requires online advertising. It is expressly forbidden to book advertising packages solely to achieve certain qualification levels if advertising is not required. It is forbidden to use this network only for private use and also does not make sense.
- b) The user must be at least 18 years old to agree to this agreement and to use this site.
- c) The user has to confirm that he knows that the purchase of AMD adpacks is no financial asset, no deposit, no company involvement, no company share, no dividend rights, no participation rights, not a loan, nor a shareholder loan and doesn't make entrepreneur, partner or co-determination rights. He has to agree to recognize AMD as a true advertising service, which shares its revenues to the AMD business partner network by paying commissions, and not as any form of investment of any kind.
- d) The user has to confirm that he is aware that there are no predictions from AMD, how successful are the AMD advertising services and which income he will get in the business network of AMD. He knows that past performance of AMD does not guarantee him the same results in the future.
- e) The user has to confirm that he understands the English language, because the complete communication on this site is done in English. If you read these terms and conditions as a translation into another language, we can not guarantee that this translation is correct, so that the legal meaning deviates and is not applicable.
- f) We strictly observe the international money laundering legislation and expressly point out that we only carry out the booking of advertising services as well as the payment of commissions only if the commercial participant has legitimated in the usual way.
- g) You agree to hold AMD harmless from any loss and / or liability to your purchase, therefore do not purchase services that you can not afford to pay for, as you are spending it at your own risk in your commercial business.
- h) You accept sole responsibility for any and all appropriate taxes as charged in your country, and hereby indemnify AMD and its owners of such liability.
- i) You agree that all discussed information and / or replies coming from AMD by any means of communication are of private nature, therefore must be kept confidential and protected by copyright from any disclosure.

- j) You have to assure explicitly, that you know, that the paid purchase price of advertising packages can not be refunded, because the benefits of these advertising services is made immediately available through automated processes.
- k) Please only promote the advertisements approved by AMD. Any income promises, or guarantees inconsistent with the information provided by AMD may result in a permanent account suspension.
- I) AMD will not be held responsible for any harm and / or loss made to any person or group by our members and/or visitors. Therefore, both members and visitors of AMD take full responsibility for their methods of promoting and marketing AMD.
- m) Multiple registrations by individuals or companies are not allowed. But it's allowed to register several projects.
- n) It's prohibited for the members to advertise or promote in their projects for the following issues: Politics, religion, hate, discrimination, personal injury, death, damage, porn or destruction to property any form of financial incentive or participation in any profit sharing. It's also prohibited for the members to advertise or promote in their projects for product or services which need a licence to distribute them like lottery, gambling, crypto currencies, trading brokers. If members do not observe these prohibitions, they are excluded from the commercial advertising network with the simultaneous expiry of all rights and assets.
- o) You acknowledge that you are acting as an individual and not on behalf of any other entity and / or any authority. Our offer is void where prohibited by law.
- **3.** Affiliate commissions for marketing of advertising spaces in AMD 's commercial partner network The commissions are regulated in AMD's compensation plan, which can be viewed in the password-protected member area.

#### 4. Other regulations

We reserve the right to change the commissions, rates, terms and / or conditions mentioned this program at any given time and at our sole discretion, with respect the integrity and security of our members interests. You agree that it is your sole responsibility to review the most updated version of our terms & conditions of service listed in here, to which you are bound. Certain provisions of our terms and / or conditions of use may be superseded by other legal notice, located in other parts of our website.

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