



Conditions for use

Conditions for using AdsTrader.org for users, members and advertisers
(last revised August 1st 2009)

These conditions apply to everyone who uses the AdsTrader website (www.adstrader.org) ("the Website") as a visitor, member or advertiser. You cannot use this website unless you accept these conditions. We reserve the right to change these conditions at any time – members and advertisers will be notified of all changes, visitors will learn of the amendments when visiting our website again, where these new conditions will be available.

In these conditions, E-Commerce Development Co. – the operator of AdsTrader (www.adstrader.org) is referred to as "we" "our" "ours" and "you" "your" "yours" refers to persons or other legal entities, who visit our website, are becoming members of our website and, or are ordering the placement of an advertisement on our website.

Conditions applicable to all users (members, visitors, advertisers) of the AdsTrader website

1. Main interpretation

1.1 All specifications of the articles in these conditions are intended for precise use and it is not possible to change a part of these conditions or the effect of their interpretation.

1.2 If you act on behalf of more than one person or legal entity, each person or other legal entity related to you bears the responsibility defined by these conditions.

1.3 References to something in the masculine include the feminine and neuter and vice versa, and references to one person includes the plural and vice versa.

1.4 These conditions can be interpreted exclusively in reference to the laws of Seychelles and any disputes concerning these conditions shall be the subject of exclusive jurisdiction of Seychelles court and laws. We cannot guarantee you that the website and its contents will be in conformance with the laws of other countries.

2. General provisions

2.1 Changes to your website will have no effect, unless they are confirmed by us in written form (naturally these provisions are not intended to cover any fraudulent misrepresentation). The conditions for your order represent the entire agreement between us, unless these conditions have been amended by us and confirmed in written form, no other attempt at changing is valid.

2.2 Unless we explicitly assert our rights under the agreed upon condition at any time whatsoever, we reserve the right to do so in the future in terms of both a specific violation, and a violation in the future.

2.3 These conditions are mutually beneficial.

3. Conditions for opening and administrating a member account

3.1 Opening your account is subject to purchasing your own advertising campaign in the minimum amount of USD 20. You can have one account only. Do not try to create more than one account or else all of your accounts will be terminated. You will never need more than one account. Accounts are not transferable. If you have forgotten your user data, all you have to do is request to have it sent by e-mail.

3.2 We reserve the rights to refuse you as a member in the beginning and or at anytime without notification or justification.

3.3 You can also enrol other members of your household. Nevertheless, they need to have their own and valid e-mail and their own and valid AlertPay address/account for registration into our programme.

4. Account access

4.1 If you register and create a user name and password ("access code"), in order to become a member, you are responsible for safely storing your access codes and you must not share them with anyone else. You will be deemed responsible for the conduct of whoever uses your account, who obtained access to your account, using your login data (with and or without your awareness). Therefore we request that you change your password on a regular basis.

5. Account restrictions/termination

5.1 We have the rights to suspend or terminate your account at anytime whatsoever, for any reason whatsoever without any warning or notification. Provided we decide to notify you, we will notify you by e-mail. If we find that you are conducting fraud of any form, your account will be terminated without notification. Please allow us to warn you that concerning the nature of our monitoring system, we will not give you any detailed information or discuss the reasons.

5.2 Auto-Click/software. If you are offering or claiming and or using any illegal Third Party Software and or services used for auto-click, auto-surf ad-alert or fraud or shorting AdsTrader rights, your account will be terminated without notification. The termination of your account for any reason whatsoever of these violations will end in the forfeiture of all balances on your account in our benefit. Please allow us to warn you that we reserve the right to execute legal steps in such violation of conditions.

5.3 Sending unsolicited e-mails to persons with an application to join AdsTrader without any previous contact with you is not only against our policies, but illegal as well. We have ZERO tolerance for spamming and provided we receive just ONE SINGLE complaint about you spamming, we shall first of all verify whether this spam incident even occurred and then we will delete all of your existing finances from your account. If you are then reported for a second attempt, we shall verify this second attempt and then undergo any necessary steps to terminate your account.

6. "Cash-out" payments to members

6.1 All payments are conducted on AlertPay accounts and no other payment method is currently being used. Payments are automatically made by the 5th business day of the ensuing month only if the payment exceeds USD 10 or more. Amounts up to USD 10 remain on your account with us.

6.2 You need to have your own and valid e-mail address and your own and valid AlertPat address/account for registering in our programme.

6.3 Our current payment rate is USD 0.01 per website you visit. Moreover, you receive 5% commission from advertisement purchases, direct links, banners and visits to advertisement websites, for personally mediated referrals and advertisers, regardless of their placement in the AdsTrader marketing plan. Each member has 5 positions only in the first line. Further remunerations are as follows:

- 1. line 5x 5%
- 2. line 25x 2%
- 3. line 125x 2%
- 4. line 625x 2%
- 5. line 3125x 1%

+ infinite bonuses from the total turnover of the group per calendar month:

1%	\$10.000	6%	\$320.000
2%	\$20.000	7%	\$700.000
3%	\$40.000	8%	\$1.400.000
4%	\$80.000	9%	\$3.000.000
5%	\$160.000	10%	\$6.000.000

6.4 Only active members are entitled to receive commissions, i.e. those who personally purchased a minimum of 1,000 displays (\$20) of their very own advertising campaign and sold/browsed a minimum of 200 advertising websites in one calendar month. This condition divides active members (mediators) from advertisers, who are placed in the marketing plan (matrix) of AdsTrader under their own ID number. All commissions are added from the first to the last day of the month according to the server's time.

6.5 Upon joining AdsTRader, you agree that you will be fully responsible for paying taxes, which are required by jurisdiction. Due to our worldliness and international profile, we will not do this for you. Nevertheless, we reserve the right to withhold this tax, provided we will be requested to do so by the respective authority.

7. Money refund policy

7.1 Fees for purchasing immovable assets are non-refundable, with the exception of our own discretion.

8. Exclusion from responsibility/Act of God

8.1 We are not responsible for delay or failure in relation to the execution and operation of factors such as God, war, terrorism, strikes, work disputes, work interruption, fire, government acts, or any other sort of factors, either similar or different to our rational control. We reserve the right to restrict, change or modify fees, remuneration, regulation rules, special offers, membership conditions or termination of services at anytime whatsoever with a one month deadline for notification – notification will be sent to you at the most recently provided e-mail address and it is effective without consideration to whether or not the e-mail has been delivered, or sent to the correct e-mail address.

8.2 We are not responsible for any product and service provided by our advertisers and we cannot be involved in the dispute between you and the advertiser on our website. Also external links to our website are beyond our control and therefore any matters arising from these websites are between you and the owner of these external websites.

8.3 The AdsTrader website is provided by us “as is” and “when it is available” to all users and we do not provide any guarantee nor do we bear any responsibility for express or other methods towards you, in that:

- access to the website will be uninterrupted or errorless
- the website or server, from which it runs is clean from viruses or other dangerous items (even though we check the contents of the latest antivirus databases and antivirus programme – we highly recommend backing up your data of all parts of the system on a regular basis, and to maintain your antivirus databases up-to-date)
- the accuracy, contents, timeliness, completeness, correctness, reliability, quality or adequacy of any information, advice, contents, services, search results, products of business will be guaranteed through our website.

9. Checking advertisers

9.1 We are not administrators, nor do we vouch for these persons, companies and other organisations advertising on our website. We recommend all users to verify the type, character of goods and services advertised on our website.

10. Website ownership and its contents

10.1 Apart from directly stated notifications, all contents on the AdsTrader website (including its design, text, graphics and arrangement) and applied software, are in our ownership or in the ownership of our advertisers and are protected by copyrights and other conditions of intellectual property rights in accordance with the law. You can make a copy of any written document for your personal use only. All other copying is prohibited.

11. AdsTrader.org – Trademark

11.1 “AdsTrader.org” is our trademark. All other trademarks, product names and company names or logos cited anywhere on our website are the property of the respective owners. You are prohibited to use any trademark without the respective written consent of the owner.

12. Obligations of the advertisers and maintaining member privacy

12.1 You can be requested by the advertiser for information concerning your self information (such as credit card or other payment information). Advertisers are explicitly responsible for using any information you provide them. We highly recommend you conduct any investigation or research that you consider absolutely necessary before continuing in any sort of transaction (either completed online or offline) with each advertiser.

Specific conditions for advertisers

13. Displaying advertisements

13.1 If you adhere to these conditions, we will display your paid advertisement on this website. We reserve the right to refuse or terminate your advertisement at anytime whatsoever, with or without justification, even after your advertisement has been approved.

13.2 While we have decided to develop relative efforts to ensure the proper functions of website availability, you can certainly appreciate that it is technically impossible to ensure access or perfection of the website 100% of the time and we will not accept any liabilities for losses incurred by temporary interruptions or other operational problems. Provided errors arise, please notify us immediately and we will try to remedy the problem as soon as possible.

14. Obligations of the advertiser

14.1 You have to submit a copy for the website together with your logo (if necessary) online.

14.2 You guarantee us that all copies conform to the standards stipulated by Copyright Advertising Standards and that no contents shall damage the intellectual property rights and third party rights, or be illegal, immoral, offensive or abusive. You also vouch that all contents, which you submit to our website will not contain automatically opening windows, frame breakers, viruses, worms, Trojan horse or other similar things and that it will not materially damage the normal course of our standard operations or our software or hardware, or the visitors to our website. You agree to provide us compensation (efficiently expended costs for the removal of damages) for any operational costs and liabilities arising from the violation of this guarantee. We recommend that prior to submitting anything other than text to our website, make sure it has been checked by an up-to-date antiviral database.

14.3 It is your responsibility to make sure your website is in operation and has the capacity to cope with the contents of clicks which we will give to you. The timer inside of each advertising frame continues without regard to whether your website is in operation or not. Please realise that provided there is a problem in terms of your website not being able to cope with the clicks, a discrepancy can arise in the fees that you pay us and the actual rate of visitors you receive.

15. Fees for advertisers

15.1 You pay for each click on your advertisement on our website, when a person remains on your website for longer than 30 seconds (an "Effective Visit") the price of USD 20 per 1,000 Effective Visits. First of all you need to pay a deposit for fees for Effective Visits. Once your deposit is used up, your advertisement is removed until the deposit is paid again. It is your responsibility to make sure the deposit is duly paid.

15.2 Fees for advertisements must be paid out by electronic transfer using an AlertPay account when ordering the respective advertising campaign.

16. Advertiser's privacy

16.1 You have been aware that by displaying names or e-mail addresses in your advertisement means you are providing confidential data. Thereby, you are guaranteeing us that you have received approval to present the personal data of persons stated in the advertisement and have done so in accordance with DPA 1998 (Data Protection Act) and agree to exclude us from any expenses, claims and obligations arising from violation of the DPA 1998 for obtaining this information. Primarily you guarantee us that you have informed all persons, whose names, e-mail addresses or other personal data you have stated and that you have been given consent by these persons. Please be aware that their personal data will be displayed all over the world and even in places, where there are no adequate laws on personal data protection.

16.2 Likewise, we confirm that we do not use your information in any other way than to be displayed in advertisements or other websites, for which we occasionally provide contents, and that we will inform you of our other services and development of our website.

17. Exceptions concerning advertisers

17.1 Neither us, nor you are responsible for any violation of these conditions to the extent that violation is the result of something beyond the limits of our sufficient control, but both parties, you and us, agree that provided such an instance occurs, we will do all in our power to overcome this problem as soon as possible.

17.2 We are not liable for any indirect loss, or any economic loss or damages resulting from any violation which these conditions contain.