

Affroom's Advertising Terms of Service

Last updated: April 22, 2025

Affroom offers You (the "Client," "You," or "Your") advertising and promotional services on the website located at <https://affroom.com/> (the "Website"), as outlined in the [Mediakit for advertisers](#) (the "Services").

These Affroom's Advertising Terms of Service (the "Terms of Service") govern all advertising and promotional services provided by Affroom on the Website. You may request additional, customized solutions or packaged deals tailored to Your advertising needs. Any such custom terms shall also be subject to these Terms of Service.

By paying the invoice for the Services or otherwise using the Services, You agree to be bound by these Terms of Service.

Affroom may update the Terms of Service at its sole discretion. We will notify You of any changes by posting the updated Terms of Service on the Website and revising the "Last Updated" date above. Changes are effective immediately upon posting, and it is Your responsibility to review the Terms of Service regularly. If You disagree with any modifications, You must discontinue use of the Services as of the effective date. The latest version of the Terms of Service will supersede all prior versions.

For the purposes of these Terms of Service, Affroom refers to FATADS LTD, a legally registered company in the Republic of Cyprus under the registration number HE447431, with its official address at Spyrou Kyprianou, 78 Magnum Business Centre, 3rd floor 3076, Limassol, Cyprus.

1. Scope of the Services

1.1. The specific Services, including ad placement type and duration (including start and end dates), shall be agreed upon via email or other mutually accepted electronic communication channels (such as Telegram, Slack, etc.) and specified in the invoice. If any contradiction between these Terms of Service and invoice, the terms of the invoice shall prevail.

1.2. By making payment, You accept these Terms of Service and confirm the agreed advertising services and fees as set forth in the invoice.

1.3. Affroom reserves the right to reject any service request without providing a reason if (i) the Client fails to comply with the Affroom content guidelines; (ii) Affroom, in its sole discretion, determines that the continuation of the Services may harm its business reputation or violate legal or regulatory requirements.

1.4. Services provided under these Terms of Service are limited to those explicitly listed in the invoice. Any additional services or adjustments requested by the Client beyond the agreed scope will be subject to additional fees and separate written Terms of Services.

2. Payment Terms

2.1. The cost of the Services depends on the advertising solution chosen by You and is outlined in the invoice. Fees may vary based on the type and duration of the Services. A preliminary estimate of the cost of the Services can be found at [Mediakit for advertisers](#), and the final cost will be confirmed through negotiation with an Affroom manager before the commencement of any work.

2.2. Services are provided on a prepayment basis. You must pay the invoice within the time period specified in the invoice, otherwise the Services will not be provided. Payment is considered completed from the moment the money is credited to the Affroom account.

2.3. All payments must be made in the currency stated in the invoice.

2.4. Each Party is solely responsible for its own taxes, fees, and other levies.

2.5. The Client is responsible for any bank fees or payment processing costs associated with money transfers.

2.6. All payments made by the Client are non-refundable unless otherwise agreed in writing. Once Services commence, no refunds shall be issued for any portion of the work completed or partially completed by Affroom

3. Content Compliance

3.1. Advertising materials, including text, images, and links, must comply with Affroom' content guidelines and be pre-approved by Affroom.

3.2. You represents and warrants that the advertisement, its content, and the content of any website linked to by the advertisement: (i) are not defamatory, discriminatory, violent, or obscene; (ii) do not constitute false advertising or solicit unlawful behavior; (iii) do not infringe the intellectual property rights or other rights of any third party; and (iv) do not violate any applicable laws, including those where the target audience for the advertisement resides.

You are solely responsible for the accuracy, quality, and legality of any materials You provide to Us under these Terms of Service.

3.3. You shall defend, indemnify, and hold harmless the Affroom, its subsidiaries, affiliates, and each of their directors, officers, agents, contractors, partners, and employees from any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney's fees, arising from any third-party claim related to: (a) the content or subject matter of any advertising material or any linked website; or (b) any breach or violation of the representations, warranties, these Terms of Service, or any other mutual Terms of Service between the Parties.

3.4. Affroom retains full editorial discretion over all content published on its Website. Affroom reserves the right, at its sole discretion, to (i) refuse publication of any advertising materials, (ii) request modifications to advertising materials, or (iii) independently make adjustments to advertising materials as deemed necessary.

4. Intellectual Property

4.1. Client Content: By providing content to Affroom (including, but not limited to, advertising banners, images, videos, texts, logos, links, and brand materials), You represent and warrant that You own all necessary rights to such content or have obtained all necessary permissions, licenses, or consents to use and share it. You retain all intellectual property rights in such Client-provided content.

4.2. License to Affroom: You grant Affroom a non-exclusive, worldwide, royalty-free license to use, reproduce, publish, modify (with prior consent, where applicable), and publicly display the Client Content on the Website and in related promotional materials solely for the purpose of providing the Services and for archival and portfolio purposes thereafter.

4.3. **Affroom-Created Materials:** Affroom retains all rights, title, and interest, including intellectual property rights, in and to all materials created by Affroom in connection with the Services, including but not limited to articles, reviews (e.g., business profile reviews), listings, blog posts and associated creative content (“Affroom-Created Content”). The Client may not reuse, reproduce, or republish Affroom-Created Content outside of Affroom’s Website without Affroom’s prior written consent.

4.4. **Derivative Works:** If the Client submits content to Affroom for use as part of the Services, and Affroom modifies, adapts, rewrites, or otherwise creates a derivative work based on such content, then, to the extent permitted by applicable law, all intellectual property rights in the resulting derivative work shall be owned exclusively by Affroom. The Client hereby irrevocably assigns to Affroom any and all rights, title, and interest they may have in the derivative version, including the right to use, reproduce, and publish it without restriction. This assignment does not affect the Client’s ownership of the original, unmodified content.

4.5. **Use of Trademarks:** You hereby authorize Affroom to use Your trademarks, logos, and other branding elements (“Client Marks”) in connection with the delivery of Services, including use in advertising spaces, reviews, listings, promotional content, and case studies. Such use shall be limited to what is necessary for service delivery and promotion and shall not imply endorsement by Affroom unless explicitly agreed in writing.

5. Warranteis. Limitation of Liability

5.1. Affroom makes no guarantees regarding the effectiveness or results of the Services, including but not limited to impressions, specific visibility levels, increased sales, brand recognition, or website traffic. The Services are provided ‘as is’ and ‘as available, ’ without warranty of any kind, express or implied. Affroom will make commercially reasonable efforts to ensure the Website and related services operate smoothly. However, Affroom shall not be held liable for any interruptions, downtime, or technical issues that may limit access to Services or affect ad visibility, beyond its reasonable control.

5.2. Affroom shall not be liable for any indirect, incidental, special, or consequential damages arising from or related to the Services. The maximum aggregate liability of Affroom will not exceed the amount paid for the specific Service in dispute.

5.3. Neither Party shall be liable for failure to fulfill its obligations under these Terms of Service due to force majeure, including natural disasters, governmental actions, war, labor disputes, or other events beyond reasonable control.

6. Term and Termination

6.1. These Terms of Service shall become effective upon the Client’s payment of the corresponding invoice and shall remain in effect for the duration of the advertising campaign (the “Term”).

6.2. Either Party may terminate these Terms of Service with immediate effect by written notice if the other Party commits a material breach and fails to remedy it within ten (10) calendar days after receiving written notice of the breach.

6.3. Affroom reserves the right to suspend or terminate the Services immediately, without refund, if:

(a) the Client fails to comply with Affroom's content guidelines;

(b) Affroom reasonably believes that continuing the Services could harm its reputation or violate applicable law;

(c) the advertising materials are found to be misleading, unlawful, or infringe on third-party rights.

6.4. Sections of these Terms of Service that by nature survive termination (including Intellectual Property, Warranties, Limitation of Liability, Governing Law and Dispute Resolution, and Miscellaneous) shall remain in force.

7. Governing Law and Dispute Resolution

7.1. These Terms of Service shall be governed by the laws of the Republic of Cyprus without regard to conflict of law principles.

7.2. Parties shall attempt to resolve disputes through negotiation. Any unresolved disputes shall be subject to the courts of the Republic of Cyprus.

8. Miscellaneous

8.1. **Entire Terms of Service:** These Terms of Service represents the entire understanding between the Parties and supersedes all prior Terms of Services, whether written or oral.

8.2. **Severability:** If any provision of these Terms of Service is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of the Terms of Service remain in full force and effect.

8.3. **Waiver:** The failure of either party to enforce any right or provision of these Terms of Service shall not constitute a waiver of future enforcement of that right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the party granting the waiver. Any unauthorized assignment by the Client shall be null and void.

8.4. **Assignment:** The Client may not assign rights or obligations without prior written consent. Affroom may assign these Terms of Service in connection with a merger, acquisition, or asset sale.

8.5. **Confidentiality:** Both parties agree to keep all non-public, confidential, or proprietary information ("Confidential Information") obtained in connection with the Services strictly confidential and not to disclose it to any third party without the prior written consent of the disclosing party, unless required by law or competent authority.

8.6. **Relationship:** Nothing in these Terms of Service shall be construed to create a partnership, joint venture, or agency relationship between the Client and Affroom. Each party is an independent contractor in relation to the other.

8.7. **Personal data:** Each Party shall comply with its obligations under all applicable data protection laws in respect of the Services provided under these Terms of Service.

8.8. **Communication:** Any notice, request, consent, or other communication required or permitted under these Terms of Service may be sent via email or other mutually agreed-upon electronic communication channels (e.g., Skype, Telegram). The Parties acknowledge the legal validity of documents and messages transmitted through these specified channels.

8.9. **Headings:** Headings are for reference only and do not affect interpretation.