



Terms

Website Terms of Use

Thank you for your interest in these Website Terms of Use (these “Terms”). These Terms constitute a legal agreement between you and AdKex.io Ltd governing your access to and use of our website at www.adkex.io (our “website”).

1. ABOUT US

We are AdKex.io Ltd, 1163 Budapest, Jászhalom utca 11., Hungary (“AdKex.io”, “we”, “us”, “our”). Our website serves as an informational platform for our services.

To contact us, please email hello@adkex.io. Our Privacy Policy and Cookie Policy equally apply to your use of our website and form an integral part of these Terms. These Terms were last updated on 09/07/2025, and are the current and valid version.

2. ACCEPTANCE OF TERMS

By accessing or using our website, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree with all of these Terms, you are expressly prohibited from using the website and must discontinue use immediately.

3. CHANGES TO TERMS

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the website thereafter. Your continued use of the website following the posting of revised Terms means that you accept and agree to the changes.

4. WEBSITE ACCESS AND USE

We grant you a personal, non-exclusive, non-assignable, non-transferable right to access and use our website for lawful purposes only, in accordance with these Terms. You acknowledge that website access may be interrupted, suspended, or encounter technical difficulties at any time, and we are not liable for such occurrences. We reserve the right to, without notice or liability, refuse or suspend your access, or remove/edit content, at our sole discretion. We may also change, modify, suspend, or discontinue any part of these Terms or the website at any time.

5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in our website and its content (including text, graphics, logos, images, audio clips, digital downloads, and software) are owned by us or our licensors; they are licensed, not sold, and you have no rights beyond their use per these Terms. You have no right to access our website's underlying code or source form.

6. USER-SUBMITTED CONTENT

If our website allows for user submissions (e.g., via contact forms or comments), you warrant that any content you submit complies with all applicable laws and does not infringe on the rights of any third party. You are solely responsible for such content. By submitting content, you grant us a royalty-free, non-exclusive license to use, reproduce, publish, and display such content for the purposes of operating, improving, and promoting our website and services, and for internal administrative purposes.

7. PROHIBITED USES



Terms

You may only use our website for lawful purposes and in accordance with these Terms. Prohibited uses include, but are not limited to:

- 7.1. Breaching any applicable local or international law or regulation.
- 7.2. Engaging in any fraudulent activity.
- 7.3. Transmitting any malicious code, viruses, or other harmful data.
- 7.4. Attempting to gain unauthorized access to, interfere with, damage, or disrupt any part of our website, its related equipment, networks, or software.
- 7.5. Reproducing, duplicating, copying, selling, reselling, or exploiting any portion of the website or its content for commercial purposes without our express written consent.

8. LINKS TO OTHER WEBSITES

For your convenience, our website may contain hyperlinks that link to other websites not operated by us. We are not responsible for, and these Terms do not apply to, the content or privacy practices of any linked websites or of any companies that we do not own or control. We do not endorse any of these linked websites, their products, services, or any of the content on their websites. We encourage you to seek and read the terms of use and privacy policy of each linked website that you visit to understand how the information collected about you is used and protected.

9. WARRANTIES

While we strive for accuracy, our website and its content are provided "as is" and "as available" unless specified otherwise in writing, without express or implied warranties as to operation. AdKex.io Ltd makes no representations regarding the suitability, reliability, timeliness, comprehensiveness, or accuracy of the website or its content. We cannot guarantee that our website or its content will always be correct, fault, error, or virus-free. We do not accept liability for incorrect content, errors, or omissions (legal, typographical, technical, or otherwise). To the fullest extent permitted by law, we disclaim all express or implied warranties, including merchantability and fitness for a particular purpose. We do not warrant that our website or electronic communications sent from us are free of viruses or other harmful components.

10. LIMITATION OF LIABILITY

We are not liable for the completeness, accuracy, or correctness of any information on our website; your use and reliance on its content are at your sole risk. We are not liable for loss of profits, business interruption, anticipated savings, data loss/corruption, business opportunity, goodwill, reputation, or any other indirect or consequential loss arising from your use of, or inability to use, our website. Nothing in these Terms limits our liability for death/personal injury due to negligence, fraud, or any matter where liability cannot be legally excluded. These Terms define our full obligations; all other implied conditions or warranties are excluded to the fullest extent permitted by law.

11. INDEMNITY

You agree to indemnify us and our affiliates from all claims, losses, expenses, damages, and costs (including legal fees) resulting from your act, default, or omission in using our website, or from your breach of these Terms or applicable laws/regulations.

12. FORCE MAJEURE

We are not liable for delayed or failed performance due to events beyond our reasonable control, such as strikes, utility failures, acts of God, war, civil unrest, malicious damage,



Terms

compliance with legal orders, accidents, machinery breakdown, fire, flood, storm, or supplier default. We will notify you of such events and their expected duration.

13. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms without affecting yours. You may only transfer your rights/obligations with our written consent. No joint venture, partnership, agency, or employment relationship is created by these Terms. These Terms constitute the entire agreement regarding their subject matter, superseding all prior understandings. You have no remedies for statements not set out in these Terms. Our failure to enforce any obligation does not waive our rights. If any condition is unlawful or unenforceable, the remaining conditions remain in full force. Disputes will first be attempted through negotiation (30 days), then agreed Alternative Dispute Resolution (30 days); if unresolved or a party won't participate, either party may refer to arbitration. These Terms are governed by the laws of Hungary.

Terms Of Service

Thank you for your interest in these Software as a Service (SaaS) Terms of Service (these "Terms"). These Terms constitute a legal agreement between you and AdKex.io Ltd governing the use of our Software as a Service (SaaS) solution and its underlying functions through our online Portal ("Services").

1. ABOUT US

We are AdKex.io Ltd, 1163 Budapest, Jászhalom utca 11., Hungary ("AdKex.io", "we", "us", "our"). We operate our SaaS solution (our "SaaS") and its underlying functions through our online Portal (our "Services"). Our Services provide tailored solutions for advertising and market analysis, supporting data management, strategic planning, and secure access to insights. It also includes role-based access and permissions to ensure security and control over user data.

To contact us, please email hello@adkex.io with "TOS" in the subject line. Our Privacy Policy equally applies to your use of our Services and forms an integral part of these Terms. These Terms were last updated on 09/07/2025, and are the current and valid version.

2. GENERAL TERMS

We license, but do not sell, our Services to you, retaining ownership. Your access and use of our Services are governed by these legally binding Terms. We may modify these Terms and will notify you of changes; continued use implies acceptance. We grant a revocable, non-exclusive, non-transferable license for Service use under these Terms. We reserve the right to, without notice or liability, refuse or suspend your access, or remove/edit content, at our sole discretion. We may also change, modify, suspend, or discontinue any part of these Terms, Services, or related software at any time. You acknowledge that Service access may be interrupted or encounter technical difficulties.

3. YOUR ACCESS TO OUR SERVICES

By registering for an Account and using our Portal, you confirm you are at least 18 (or have verifiable parental/guardian consent if a minor and permitted by law), have read and agree to these Terms, and will ensure all Account users comply. You are responsible for Account confidentiality and all activities under it. We are not liable for any wrongful, fraudulent, or illegal Account use.



Terms

4. LICENSE

We grant you a personal, non-exclusive, non-assignable, non-transferable right to access and use the Service within our defined limits. This license is solely for using the Service in SaaS mode via our Portal, according to your chosen service package.

5. SUBSCRIPTION

We offer Paid Services per account. Paid Services require Fees, which will be notified via our Portal. Recurring subscriptions automatically renew until terminated via our Portal. By subscribing, you authorise us to charge Fees automatically at commencement (or after any trial) and on subsequent renewal dates. Timely payment is required; non-payment may suspend or terminate your access. Fees may change with reasonable advance notice, and your continued use signifies acceptance. You are responsible for applicable taxes. Payments must be full, immediate, and free of restriction. We may modify or discontinue payment methods without notice. If you cancel a subscription, access continues until the current period expires, with no refund.

6. CANCELLATION OF SUBSCRIPTIONS

To cancel a subscription, notify us at least 7 days before your current period expires. Future charges will be cancelled, effective at the end of the current period. No refund will be issued, but subscription access continues for the remainder of the period.

7. REFUND POLICY

As our Services are digital and immediately accessible upon subscription, all sales are final. We do not offer refunds for any subscriptions, whether monthly or otherwise, once payment has been processed. This policy applies regardless of usage or cancellation during a subscription period.

8. CHARGEBACK OR PAYMENT DISPUTES

Contact us before initiating any chargeback or bank dispute. If you dispute a legitimate charge without merit, we reserve the right to blacklist you by providing evidence to refute your request and/or pursue legal action.

9. AVAILABILITY

While we strive for continuous Service access, we do not guarantee 100% availability and are not liable for unavailability. Service availability also depends on your usage allowances and scheduled/emergency maintenance. We will notify you of outages exceeding four (4) hours.

10. END OF LIFE

We may End-Of-Life (EOL) the Service at our sole discretion, providing 3 months' notice. If you prepaid for an EOL service, we will commercially endeavour to transition you to a similar service or, by written agreement, ensure service availability without uptime guarantees or bug fixes.

11. SERVICE LEVELS AND SUPPORT

During the Term, we provide commercially reasonable technical support for our Portal and Services, subject to fair use. We are not obligated to support non-Service issues, altered Services, non-compliant use, or anyone other than you. Response time for technical support will not exceed 72 hours; if so, we will provide justification and a new deadline.



Terms

12. PROPRIETARY RIGHTS

You acknowledge our ownership of all intellectual property rights in our Services; rights are licensed, not sold. This agreement grants no other rights to our patents, copyrights, trademarks, etc.. You confirm you have all rights necessary to grant us rights under these Terms.

13. UPLOADING CONTENT

You warrant that content uploaded to our Portal complies with our Privacy Policy and all applicable laws. You are fully responsible for uploaded content; we are not liable for its accuracy or loss. You should retain backups. We use uploaded content solely for Service provision, contractual obligations, and as expressly agreed, and will not disclose or distribute it unless legally required. We may use anonymised content for data analytics, Service development, or machine learning. We may disclose your identity if your content violates third-party rights.

14. SERVICE DATA

When you use our Services, you may process Personal Data ("Service Data"). You warrant that your Service Data complies with our Privacy Policy and all applicable data protection laws. You own all rights, titles, and interests in your Service Data and are solely responsible for its legality, reliability, integrity, accuracy, and quality. If we process your Service Data as a data processor, you remain the data controller and confirm your right to transfer data to us for lawful processing. You must ensure relevant third parties consent to such processing. We will process data only per these Terms and your lawful instructions, and both parties will take appropriate technical and organisational measures against unauthorised processing or data loss.

15. BACKUPS

You acknowledge the risk of irretrievable data damage or loss upon fault, suspension, or termination. You are responsible for frequently backing up all desired Service Data. Please note that if your account is deleted due to subscription end or non-payment, the data cannot be recovered.

16. PROHIBITED USES

You may only use our Services for lawful purposes. Prohibited uses include breaching laws, engaging in fraudulent activities, sending non-compliant material, or transmitting malicious code. You also agree not to reproduce, duplicate, copy, re-sell any part of our Services, or unauthorised access, interfere with, damage, or disrupt any part of our Services, related equipment, networks, or software.

17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in our Services belong to us; they are licensed, not sold, and you have no rights beyond their use per these Terms. Any intellectual property rights in your uploaded content remain yours, but you grant us a royalty-free, non-exclusive licence to use, reproduce, publish, and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes, and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of our Portal. You have no right to access our Services in source code form.



Terms

18. TERM AND TERMINATION

These Terms remain active while you use the Services. We reserve the right to deny or suspend access (including blocking IP addresses) without notice or liability, at our sole discretion, for any reason, including breach of these Terms or law. We may terminate your use or delete your account and posted content at any time, without warning. If your account is terminated or suspended, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to pursue legal action.

19. WARRANTIES

While we strive for accuracy, Services, website, and content are provided "as is" and "as available" unless specified otherwise in writing, without express or implied warranties as to operation. AdKex.io Ltd makes no representations regarding the suitability, reliability, timeliness, comprehensiveness, or accuracy of Services or content. We cannot guarantee any Service content will always be correct, fault, error, or virus-free. We do not accept liability for incorrect content, errors, or omissions (legal, typographical, technical, or otherwise). To the fullest extent permitted by law, we disclaim all express or implied warranties, including merchantability and fitness for a particular purpose. We do not warrant that our Services, Portal, content, or electronic communications are free of viruses or harmful components.

20. SERVICE DISCLAIMER

AdKex.io Ltd provides software as a service and tools to support advertising and market analysis. While we aim to offer a valuable and effective platform, we do not guarantee specific outcomes related to data insights, strategic effectiveness, or any other result beyond the secure provision of our service as described.

21. LIMITATION OF LIABILITY

We are not liable for the completeness, accuracy, or correctness of any information in our Services or Portal; your use and reliance on content are at your sole risk. You agree not to use Services for resale. We are not liable for loss of profits, business interruption, anticipated savings, data loss/corruption, business opportunity, goodwill, reputation, or any other indirect/consequential loss. Nothing in these Terms limits our liability for death/personal injury due to negligence, fraud, or any matter where liability cannot be legally excluded. Our Portal is not for record-keeping, and we are not liable for data loss. These Terms define our full obligations; all other implied conditions or warranties are excluded to the fullest extent permitted by law.

22. INDEMNITY

You agree to indemnify us and our affiliates from all claims, losses, expenses, damages, and costs (including legal fees) resulting from your act, default, or omission in using our Portal, Services, or related software, or from your breach of these Terms or applicable laws/regulations.

23. FORCE MAJEURE

We are not liable for delayed or failed performance due to events beyond our reasonable control, such as strikes, utility failures, acts of God, war, civil unrest, malicious damage,



Terms

compliance with legal orders, accidents, machinery breakdown, fire, flood, storm, or supplier default. We will notify you of such events and their expected duration.

24. OTHER IMPORTANT TERMS

We may transfer our rights and obligations under these Terms without affecting yours. You may only transfer your rights/obligations with our written consent. No joint venture, partnership, agency, or employment relationship is created by these Terms. These Terms constitute the entire agreement regarding their subject matter, superseding all prior understandings. You have no remedies for statements not set out in these Terms. Our failure to enforce any obligation does not waive our rights. If any condition is unlawful or unenforceable, the remaining conditions remain in full force. Disputes will first be attempted through negotiation (30 days), then agreed Alternative Dispute Resolution (30 days); if unresolved or a party won't participate, either party may refer to arbitration. These Terms are governed by the laws of Hungary.