

Terms & Conditions

Aventad0r Media B.V.

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1. Definitions

For purposes of these Terms & Conditions, the following definitions shall apply:

- **Company** means Aventad0r Media B.V.
- **Services** means all products, services, software, systems, websites, APIs, advertising services, lead generation services, affiliate systems, adult dating platforms, internal tools, and related activities operated by the Company.
- **User** means any visitor, customer, advertiser, affiliate, publisher, contractor, partner, or person accessing the Services.
- **Affiliate** means any person or entity participating in promotional or referral activities.
- **Traffic** means digital visitors, clicks, impressions, leads, calls, installs, conversions, or user interactions.
- **Lead** means a potential customer generated through the Services.
- **Platform** means any website, dashboard, software environment, tracking system, application, or infrastructure operated by the Company.
- **Adult Content** means sexually explicit, erotic, or adult-oriented content intended exclusively for persons aged 18 years or older.

2. Acceptance of Terms

By accessing or using the Services, Users confirm that:

- they have read and understood these Terms;
- they agree to be legally bound by them;
- they are at least eighteen (18) years old;
- they possess legal authority to enter binding agreements.

If a User does not agree to these Terms, access to the Services must immediately cease.

3. Company Rights & Discretion

The Company reserves absolute and unrestricted discretion regarding:

- approval or rejection of users;
- approval or rejection of advertisers;
- approval or rejection of affiliates;
- traffic acceptance;
- payout eligibility;
- account suspensions;
- campaign approvals;

- service availability;
- platform modifications;
- platform removals.

Nothing in these Terms obligates the Company to continue providing Services to any party.

4. Regulatory Compliance

Users are solely responsible for ensuring compliance with:

- local laws;
- international laws;
- advertising regulations;
- consumer protection laws;
- privacy regulations;
- spam legislation;
- intellectual property laws.

The Company shall not be responsible for determining whether a User's activities are lawful within any jurisdiction.

5. Account Registration

Users may be required to create accounts.

Users agree that:

- all submitted information must be accurate;
- accounts may not be shared;
- login credentials must remain confidential;
- false identities are prohibited;
- fake business information is prohibited.

The Company may require identity verification, business verification, or additional compliance documentation at any time.

6. KYC & Fraud Prevention

The Company reserves the right to conduct:

- Know Your Customer (KYC) checks;
- fraud investigations;
- identity verification;
- traffic audits;
- payment verification.

Failure to cooperate may result in payout freezes, account suspension, permanent termination, or legal escalation.

The Company may share information with law enforcement, payment processors, banks, anti-fraud systems, and regulatory authorities where legally permitted.

7. Prohibited Jurisdictions

The Services may not be used by persons or entities located in jurisdictions subject to sanctions, embargoes, or legal restrictions.

The Company reserves the right to block access from any jurisdiction at its sole discretion.

8. Advertising Compliance

Users running advertisements through or in connection with the Company must comply with:

- Meta advertising policies;
- Google advertising policies;
- advertising network rules;
- consumer protection laws;
- anti-spam laws.

The following are strictly prohibited: misleading claims, fake countdown timers, false scarcity tactics, impersonation, deceptive landing pages, cloaking, hidden redirects, malware distribution, phishing, and unauthorized brand bidding.

The Company reserves the right to immediately suspend campaigns violating these requirements.

9. Lead Validation

Where lead generation services are provided, lead validation may include:

- duplicate checks;
- fraud checks;
- IP analysis;
- timestamp verification;
- user intent verification;
- geographic filtering.

The Company reserves the right to determine whether a Lead qualifies as valid.

Chargebacks or disputes do not automatically invalidate a Lead.

10. No Performance Warranties

The Company does not guarantee:

- profitability;
- revenue;
- advertising success;
- customer retention;
- ranking positions;

- campaign approvals;
- conversion rates;
- lead closing rates;
- return on investment.

Past performance shall never be interpreted as a guarantee of future results.

11. Tracking & Reporting

The Company may use proprietary or third-party tracking systems.

Users acknowledge that:

- discrepancies may occur between platforms;
- browser restrictions may affect attribution;
- ad blockers may affect reporting;
- privacy regulations may affect tracking accuracy.

Unless proven otherwise through conclusive evidence, Company tracking data shall prevail.

12. Traffic Quality Investigations

The Company may investigate traffic quality at any time.

Indicators of fraudulent traffic may include:

- abnormal click-through rates;
- suspicious conversion rates;
- VPN traffic;
- proxy traffic;
- bot activity;
- duplicate data;
- low engagement metrics.

During investigations, payouts may be delayed, withheld, reversed, or cancelled.

13. Payment Holds

The Company reserves the right to place temporary or permanent payment holds where:

- fraud is suspected;
- chargebacks occur;
- compliance reviews are pending;
- traffic quality is disputed;
- investigations are ongoing.

No interest shall accrue on held balances.

14. Taxes

Users are solely responsible for:

- VAT obligations;
- income taxes;
- withholding taxes;
- local tax reporting.

The Company shall not be liable for unpaid taxes owed by Users.

15. Third-Party Services

The Services may rely on third-party infrastructure including:

- hosting providers;
- payment processors;
- ad networks;
- cloud providers;
- tracking systems;
- APIs.

The Company shall not be liable for failures caused by third parties.

16. Platform Availability

The Company does not guarantee uninterrupted availability.

Maintenance, outages, updates, cyberattacks, or technical issues may affect access.

Users acknowledge that downtime may occur without notice.

17. Security

Users are responsible for securing their own:

- passwords;
- devices;
- networks;
- authentication methods.

The Company shall not be liable for unauthorized access caused by credential theft, phishing, malware, or user negligence.

18. User Content License

By submitting content to the Services, Users grant the Company a worldwide, non-exclusive, royalty-free license to:

- host;
- reproduce;
- distribute;
- display;

- process;
- moderate;
- analyze;
- store such content.

This license remains effective for as long as reasonably necessary for operational and legal purposes.

19. Content Moderation

The Company reserves the unrestricted right to:

- moderate content;
- remove content;
- disable uploads;
- restrict visibility;
- terminate accounts.

Moderation decisions are final.

20. Data Retention

The Company may retain:

- account information;
- logs;
- traffic data;
- lead information;
- analytics;
- communication records;
- compliance records.

Retention periods may vary based on legal, operational, or fraud-prevention requirements.

21. Communications

Users consent to receiving communications electronically, including:

- legal notices;
- invoices;
- campaign notifications;
- compliance requests;
- warnings.

Email delivery shall constitute valid notice.

22. Non-Circumvention

Users, affiliates, advertisers, and partners may not directly or indirectly circumvent the Company by:

- bypassing intermediary structures;
- directly approaching protected business relationships;
- replicating proprietary systems;
- exploiting confidential introductions.

Violations may result in immediate legal action.

23. Non-Solicitation

Users may not solicit:

- employees;
- contractors;
- affiliates;
- business partners;
- advertisers;
- media buyers

of the Company for competing activities without written consent.

24. Injunctive Relief

Users acknowledge that breaches involving:

- intellectual property;
- confidential information;
- scraping;
- reverse engineering;
- circumvention;

may cause irreparable harm.

The Company shall therefore be entitled to seek injunctive relief without posting bond.

25. No Waiver

Failure by the Company to enforce any provision shall not constitute waiver of any right.

26. Assignment

The Company may assign or transfer its rights and obligations without restriction.

Users may not assign rights without prior written consent.

27. Survival

The following provisions survive termination:

- intellectual property;
- indemnification;
- confidentiality;

- payment obligations;
- limitations of liability;
- dispute resolution;
- data retention rights.

28. Class Action Waiver

To the extent permitted by law, Users agree to resolve disputes individually and waive participation in collective or class actions.

29. Evidentiary Value

Company logs, tracking data, server records, internal reporting, and system records shall constitute admissible evidence in legal proceedings unless proven inaccurate.

30. Language

These Terms are drafted in English.

Any translation is provided solely for convenience.

In case of discrepancies, the English version prevails.

31. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior oral or written agreements.

32. Contact Information

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5048 AA Tilburg
The Netherlands

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All legal notices must be submitted electronically unless otherwise required by applicable law.