

[version 2.0, August 28<sup>th</sup>, 2019]

## TERMS OF SERVICE

The following Terms of Service ("**Terms**") apply to digital advertising services provided by **RTB Marketing & Tech Services Limited**, a company incorporated under the laws of Cyprus with its registered office at: Kyriakou Matsi 18, 2nd Floor, Egkomi, Nicosia 2408, Cyprus, registered with the Department of Registrar of Companies and Official Receiver of the Republic of Cyprus under registration no. HE 387551, Tax ID 10387551Z ("**RTB House**") and specify mutual rights and obligations of RTB House and its client ("**Client**") (collectively referred to as the "**Parties**" and individually as the "**Party**").

### 1. DEFINITIONS

- 1.1. "**Services**" – digital advertising services specified in the Order, provided by RTB House;
- 1.2. "**Affiliate**" – a Party's holding company, its subsidiaries, the subsidiaries of its holding company and any other company which directly or indirectly is controlled by the Party, controls the Party or is under common control with the Party;
- 1.3. "**Agreement**" – an agreement for the provision of Services concluded between the Client and RTB House comprising the Terms and the Order;
- 1.4. "**Data Processing Addendum**" – a separate agreement executed by the Parties concerning processing of personal data of Users for the purpose of providing the Services;
- 1.5. "**Order**" – an order for Services, executed by the Parties which specifies the scope, duration and remuneration for the Services as well as any additional terms of providing the Services;
- 1.6. "**Confidential Information**" – any information of commercial value, in particular concerning the disclosing Party's or its Affiliates' technology, business, financial situation, personnel, trade secrets, strategies, operations, assets, liabilities, historical, current and projected sales or marketing and advertising plans, in whatever form it is disclosed by or on behalf of the disclosing Party to the receiving Party, whether or not marked as confidential;
- 1.7. "**Authorized Recipients**" – a Party, its Affiliates or such Party's and Affiliates' directors, officers, employees, sub-contractors and professional advisors who need to process the Confidential Information for the purpose of performance of the Agreement;
- 1.8. "**Advertising Materials**" – any images, graphics, videos, fonts, information, text, data, or other materials provided by the Client to RTB House, to be included in the Banner Creations;
- 1.9. "**Banner Creation**" – a digital advertisement of the Client's products or services, created by RTB House on the basis of Advertising Materials for the purpose of displaying on the Inventory;
- 1.10. "**Inventory**" – digital advertising space on third-party websites, mobile websites and mobile applications, on which the Banner Creations are to be displayed.
- 1.11. "**Intellectual Property Rights**" – any patents, industrial designs, registered and unregistered designs, copyrights, trademarks, geographical indications, trade secrets, all inventions, discoveries, improvements and processes (whether patentable or non-patentable) and other legal interests recognized or protected as intellectual property under applicable laws, wherever in the world enforceable, whether subsisting prior to the entry into the Agreement or generated or arising in the course of the Agreement;
- 1.12. "**User**" – an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom personalized Banner Creations are to be displayed on the Inventory.
- 1.13. "**Working Day**" - any day which is not a Saturday, Sunday or a bank or public holiday in Cyprus.

## **2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES**

- 2.1. The Agreement will be concluded by the Parties upon execution of the Order.
- 2.2. The Order may be executed by the authorized representatives of the Parties: (a) in written form – by exchange of signed documents, (b) in electronic form – by exchange of scanned copies of signed documents via e-mail, or (c) by using e-signature – in accordance with relevant provisions of the applicable laws.
- 2.3. Upon conclusion of the Agreement RTB House will provide the Client with guidance on the implementation of RTB House tracking technologies (tags) on digital properties controlled by the Client, necessary to collect information on Users' activity on such digital properties and to perform the Services. RTB House will comply with Client's requests as to the types of tags to be implemented on the Client's digital properties and upon Client's specific instructions will also: (i) provide additional, customized tags to be implemented on the Client's digital properties, to the extent that it does not adversely affect the Services, and (ii) use additional data provided by the Client for the purpose of Client's campaign optimization.
- 2.4. Based on the Advertising Materials supplied by the Client, RTB House will develop Banner Creations for provision of the Services. RTB House will send draft Banner Creations for Client's approval before their display on the Inventory. If the Client does not respond within **2 (two) Working Days** from receipt of the draft Banner Creation, such Banner Creation is deemed to have been accepted by the Client for display.
- 2.5. The selection and display of Banner Creations by RTB House to the Users will be based in particular on the Banner Creations placement context or the Users' profiles containing information on their prior activity on the Client's digital properties. The User profile data will be processed by RTB House exclusively in order to provide Services for the Client and will remain separated from data processed by RTB House on behalf of other clients or its own datasets.
- 2.6. Upon request, the Client will be granted access to the Client panel, enabling management of advertising campaigns conducted on its behalf.

## **3. REPRESENTATIONS AND OBLIGATIONS OF RTB HOUSE**

- 3.1. RTB House hereby represents that: (a) it has all necessary rights and authority to enter into and perform its obligations under the Agreement; (b) the conclusion of the Agreement and the performance of its respective obligations hereunder do not violate any agreement to which RTB House is a party or by which it is otherwise bound; (c) it holds all necessary rights to its display advertising technology; (d) the tags to be implemented on the Client's digital properties will not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers;
- 3.2. RTB House undertakes to perform the Services in a professional and efficient manner, in accordance with best market practices.
- 3.3. RTB House may engage such subcontractors as in RTB House's reasonable judgement may be advantageous to perform its obligations under the Agreement.
- 3.4. While providing the Services RTB House will take appropriate measures to protect Client's brand and goodwill, in particular through diligent selection of Inventory for display of Banner Creations.
- 3.5. RTB House disclaims all warranties, including but not limited to any implied warranties of merchantability, title, fitness for a particular purpose of the Services. RTB House makes no representations regarding the specific commercial results that the Client may obtain from the provided Services.

## **4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT**

- 4.1. The Client hereby represents that: (a) it has all necessary rights and authority to enter into and perform its obligations under the Agreement; (b) it holds all necessary rights, including, without limitation, Intellectual Property Rights or required licenses to the Advertising Materials supplied to RTB House for further display; (c) the

Advertising Materials supplied to RTB House will : (i) not violate any rights, patents, trademarks, trade secrets or any other Intellectual Property Rights of third parties; (ii) not include any contents contrary to applicable laws or regulations, principles of morality or of social interaction; (iii) not contain any material which is vulgar, abusive, defamatory, obscene or pornographic, promote aggression or hate speech; (iv) not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers; (v) comply at all times with all applicable laws or regulations, advertising and marketing codes of practice in any of the jurisdictions where the Client's Banner Creations are displayed; (d) it will be solely liable towards third parties for the contents and quality of the Advertising Materials supplied to RTB House.

- 4.2. The Client declares that the information provided to RTB House, especially the data included in the Order, is true, complete and up-to-date. If any such information becomes outdated after conclusion of the Agreement, the Client will inform RTB House hereof by sending a message to the following e-mail address: [finance.cy@rtbhouse.com](mailto:finance.cy@rtbhouse.com) within **three (3) Working Days** after the occurrence of such change.
- 4.3. The Client will closely cooperate with RTB House during the term of the Agreement, provide RTB House with all information required for proper provision of the Services and comply with all technical requirements and specifications related to the Services provided by RTB House. The Client will also inform RTB House about any changes or occurrence of any events which may impact provision of the Services or mutual cooperation of the Parties (including, but not limited to any decision on the Client's liquidation, declaration of bankruptcy or scheduled technical breaks) without undue delay.
- 4.4. If the Client is an advertising agency which in its own name procures services for its clients, it shall ensure that all obligations under this Agreement are also fulfilled by its clients. Such Client will contractually impose on its clients obligations corresponding to its obligations under the Agreement and will be liable towards RTB House for any subsequent breaches committed by its clients.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Client will grant or cause RTB House and RTB House Affiliates to be granted for the period of provision of the Services a non-exclusive, worldwide, royalty-free license to use the Advertising Materials, which includes the name, logo, trademarks of the Client for developing the Banner Creations and displaying the Banner Creations on the Inventory.
- 5.2. The above license shall encompass in particular the right to: (a) display and make the Advertising Material available to the public; (b) reproduce, edit, alter, modify and distribute the Advertising Material, in electronic storage media of any kind, as well as to compile and combine them with other content or materials, including the right to use, display, make available or distribute in media of any kind the edits, alterations, modifications and compilations of the above; (c) record the Advertising Material (in a machine-readable form) and to store them electronically in its own database; (d) exercise on behalf of the creators of the Advertising Materials the right to decide on integrity of these Advertising Materials.
- 5.3. Unless expressly provided herein, each Party remains sole owner of the Intellectual Property Rights owned prior to the conclusion of the Agreement. Except as expressly provided herein, RTB House has the sole and exclusive ownership of all rights, in particular applicable Intellectual Property Rights to the Banner Creations, RTB House technology, products and services related thereto, that are used to provide the Services, as well as any documentation or other materials regarding the use thereof and related thereto.
- 5.4. The RTB House hereby grants the Client, for the period of provision of the Services, a non-exclusive, worldwide, royalty-free license to use the Client's panel to the extent necessary and practicable for the performance of the Agreement.

## 6. PAYMENTS

- 6.1. For the provision of Services RTB House shall receive monthly remuneration from the Client. The method of calculation of the remuneration will be specified in the Order.
- 6.2. The remuneration due to RTB House will be increased by any applicable tax at the rate applicable on the day of issuance of the invoice. The Client will also cover all charges related to the completion of payment, in particular, bank charges for the transfer.
- 6.3. The payments for Services must be made in the full amount, free of any deductions or withholdings. If there is any mandatory withholding or deduction, the Client shall gross up the payment so RTB House receives the amount indicated in the invoice. The Client will be responsible for settlement of any mandatory withholdings and deductions.
- 6.4. The remuneration shall be paid via bank transfer within the deadline stated in the invoice in the currency indicated in the Order. The date which appears on RTB House bank statement as the date of receipt of payment is considered the date of payment. In case of failure to meet the deadline for payment indicated in the invoice, the Client will pay interest on due amounts at the rate specified in the Order, for each day of default.

## **7. CONFIDENTIALITY**

- 7.1. Subject to Section 7.2 and 7.3 below, in consideration of mutual disclosure, each Party undertakes to: (a) keep secret and confidential all Confidential Information of the other Party (b) not disclose any Confidential Information to any person other than Authorized Recipients, except as permitted in accordance with this Agreement (c) use the Confidential Information only for purposes related to the performance of the Agreement or for the provision of Services (d) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it uses to protect its own similar confidential information.
- 7.2. The receiving Party's obligations under clause 7.1 will not apply to Confidential Information that: (a) has been independently developed by such receiving Party; (b) is, or becomes, generally available to the public other than as a result of the information being disclosed by the receiving Party or its Authorized Recipients or its in breach of this section 7; (c) was available to the receiving Party or its Authorized Recipients on a non-confidential basis prior to disclosure by the other Party; (d) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (e) was lawfully in the possession of the receiving Party before the information was disclosed by the disclosing Party; (f) in relation to which the Parties agree in writing that the information is not confidential.
- 7.3. The receiving Party may disclose Confidential Information of the disclosing Party if and to the extent that it is required to do so by the binding provisions of law or by the court or regulatory agency or authority, provided that the receiving Party: (a) to the extent permitted by law, notifies the disclosing Party with reasonable prior written notice of the required disclosure; and (b) limits the disclosure to the extent expressly required.
- 7.4. The confidentiality obligation set out in this Section 7 will be binding during the term of the Agreement and for a period of 3 (three) years after its termination or expiration.
- 7.5. The Parties hereby acknowledge that due to the fact that, as a part of providing Services to the Client, Banner Creations displayed on the Inventory will include RTB House's name and logo, the fact of an ongoing commercial cooperation between the Parties does not constitute Confidential Information.

## **8. PRIVACY**

- 8.1. The Parties acknowledge that, in order to provide the Services to the Client, RTB House: (a) uses cookies and similar tracking technologies (such as mobile device identifiers) which involve storing of information or gaining access to information stored in Users' terminal equipment; (b) collects on behalf of the Client certain categories of personal data of Users through tags implemented on Client's digital properties.
- 8.2. The Client undertakes to inform Users about and obtain necessary consents for storing of information or gaining access to information stored in terminal equipment of such Users in accordance with legislation implementing

European Union Directive 2002/58/EC (as modified by Directive 2009/136/EC) or any laws that supersede such legislation as well as guidelines issued by competent regulatory bodies, before tracking technologies which require such storage or access are set or activated on Users' terminal equipment.

- 8.3. The Client undertakes to publish on its digital properties a privacy policy that includes information about the use of RTB House technology on such digital properties and a link to the RTB House Services Privacy Policy. RTB House undertakes to include in each Banner Creation displayed during performance of Services for the Client a direct link to RTB House Opt-Out page.
- 8.4. Any matters related to processing of personal data of Users in connection with performance of the Services (including liability for any unlawful or inappropriate handling of such personal data) will be governed exclusively by the provisions of the Data Processing Addendum.

## **9. INDEMNITY & LIABILITY**

- 9.1. The Client agrees to fully indemnify, hold harmless and defend RTB House, its Affiliates and their respective directors, officers, members, employees and agents ("**RTB House Indemnified Parties**") from and against any and all actions, claims, suits, demands, judgements and proceedings of any kind (collectively "**Claims**") asserted or filed against any RTB House Indemnified Party by any third party or any government or industry investigation, and any damages, losses, expenses, liabilities or costs of any kind and however caused (including but not limited to reasonable attorneys' or witness fees and court costs) incurred or becoming payable in connection with such Claims (including those necessary to successfully establish the right to indemnification), arising out of or related to any breach or alleged breach of any warranty, representation or covenant made by the Client or of any term of the Agreement by the Client, in particular related to any actual or alleged infringement or violation of any Intellectual Property Right of a third party by the Advertising Materials supplied by the Client.
- 9.2. Should the circumstances described above occur, RTB House will provide the Client with a prompt written notification of such Claim, and the Client will immediately provide RTB House with all necessary documents and information which could have an impact on the outcome of relevant proceedings as well as with cooperation and assistance in connection with such Claim. RTB House will have full control and authority to investigate, defend and settle such Claim, provided that any settlement of such Claim requires prior consent of the Client (which shall not be unreasonably withheld).
- 9.3. Except for the obligation to make payment of fees under the Agreement as well as liability related to indemnification and processing of personal data, in no event shall either Party's aggregate liability arising out of or related to the Agreement for whatever cause, whether arising out of or related to breach of contract, tort or otherwise, exceed the total value of the amounts due to RTB House pursuant to the Agreement in the six (6) month period preceding the event giving rise to the Claim. This represents the maximum foreseeable damage at the conclusion of the Agreement and both Parties agree that calculation of remuneration charged by RTB House for the Services is based on a division of risks between the Parties.
- 9.4. RTB House will not be liable for any damage connected with provision of the Services and resulting from: (a) discontinuity in provision of the Services as a result of RTB House's use of rights referred to in Section 10.3 and Section 10.5; (b) action or omission, including violation of any provision of the Agreement, by the Client or any third party for which the Client is liable.
- 9.5. Except for liability arising from indemnification obligations, each Party's liability towards the other Party will cover solely direct money damages and each Party's liability for any consequential, exemplary, special, indirect, incidental or punitive damages, including but not limited to, damages for loss of profits, loss of use and business interruption, is hereby excluded, even if such damages were foreseeable or whether or not such Party has been advised of the possibility of such damages.
- 9.6. Neither Party will be liable for delay or default in the performance of its respective obligations under the Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited

to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or labor disputes.

## 10. TERMINATION OF THE AGREEMENT & SUSPENSION OF SERVICES

- 10.1. The term of the Agreement will be defined in the Order.
- 10.2. Each Party will have the right to terminate the Agreement at any time, subject to a **30 (thirty) days'** notice period, by sending to the other Party a written notice by post or as a scan copy by e-mail to an authorized representative of the other Party specified in the Order.
- 10.3. Each Party will have the right to terminate the Agreement with immediate effect if the other Party: (a) breaches the provisions of the Agreement (in particular related to payment obligations) or the Data Processing Addendum and does not remedy the breach within **5 (five) days** from the receipt of the notice sent by the other Party electronically, (b) violates generally applicable laws, (c) makes a general assignment for the benefit of creditors, is adjudicated bankrupt or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors, (d) terminates the Data Processing Addendum.
- 10.4. The Agreement between the Parties will be terminated automatically should the Client not start to use the Services within **90 (ninety) days** of the conclusion of the Agreement or if the provision of Services has been suspended for any reason and has not been resumed for a period of **90 (ninety) days**.
- 10.5. The provision of Services will be suspended: (a) at any time, upon each Party's **2 (two) days'** notice; and (b) upon the exhaustion of the campaign budget specified in the Order.
- 10.6. RTB House will also be entitled to suspend the provision of Services with an immediate effect in case of technical problems that may affect the proper provision of Services or if the Client fails to meet any of its obligations under the Agreement (in particular fails to make payment in accordance with the Agreement) or if the necessity to suspend provision of the Services results from the provisions of law, judicial or administrative decision or any claims raised by third parties, in particular in relation to Advertising Materials.
- 10.7. The suspension of provision of Services does not release the Client from the obligation to pay remuneration due to RTB House for Services provided until the date of such suspension.

## 11. FINAL PROVISIONS

- 11.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Cyprus. The Parties undertake to make all their endeavors to settle amicably any disputes arising out of or in connection with the Agreement. Should the Parties fail to reach an amicable agreement, such disputes will be submitted to the exclusive jurisdiction of the Cyprus courts.
- 11.2. Unless otherwise explicitly specified in the Agreement, the Parties may deliver any notice by e-mail, registered mail, personal delivery or renowned express courier to the addresses or e-mail addresses indicated in the Order.
- 11.3. Should any of the provisions hereof be considered invalid or unenforceable by any court or administrative body, this will be without impact on the validity or enforceability of the remaining provisions of the Agreement. The invalid or unenforceable provision will be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid or unenforceable provision.
- 11.4. Neither Party is authorized to assign their rights or obligations under the Agreement, whether in whole or in part, without the previous written consent of the other Party.

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- 11.5. By placing the Order, the Client acknowledges that it has become familiar with these Terms and fully accepts its provisions, notwithstanding any contrary provision or rule that may be contained in any of the Client's regulations.
- 11.6. These Terms along with the Order constitute an entire agreement between the Parties within the matter specified thereof, which supersedes any and all other prior understandings between the Parties whether oral or written, expressed or implied. In case of any discrepancies between the Order and these Terms, the provisions of the Order will take precedence.
- 11.7. If these Terms have been made in various different language versions, in case of any discrepancies between the English version of Terms and other language version, the English version will prevail.
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