

[version 2.1, September 11<sup>th</sup>, 2020 – RTB House Pte. Ltd.]

### Exhibit A – MOBILE APPLICATIONS

1. The following Exhibit A to the Terms of Service applies to application retargeting campaigns provided by RTB House to the Client which enable the Client to efficiently segment and manage its application's user-base and retarget its customers with relevant marketing messages.
2. This Exhibit A constitutes an integral part of the Terms of Service. The words and expressions beginning with capital letters in this Exhibit A shall have the meaning assigned to them in the Terms of Service, unless the context otherwise requires.
3. **"Applicable Data Protection Laws"** means: (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"); (b) any national legislation governing the processing of personal data applicable to any of the Parties, (c) any national legislation implementing the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/EC) in the applicable Member State (including any future national or European legislation replacing such legislation). The terms **"Controller"**, **"Personal Data"**, **"Personal Data Breach"**, **"processing"** shall have the same meaning as in the GDPR and cognate terms shall be construed accordingly
4. **"Application"** means a mobile application, including a mobile game, owned and/or controlled by the Client, including all content, images, music and text contained therein for which the Client would like RTB House to run a retargeting campaign.
5. **"Inventory"** means digital advertising space on third-party mobile applications, on which the Banner Creations are to be displayed.
6. **"Store"** means the Google Play Store or the App Store, as applicable.
7. The Client hereby represents that: (a) it holds all necessary rights, including without limitation, Intellectual Property Rights or required licenses to the Application and is entitled to market the Application; (b) the Application: (i) does not violate any rights, patents, trademarks, trade secrets or any other Intellectual Property Rights of third parties; (ii) is compliant with applicable laws or regulations; (iii) does not contain or promote any content which is illegal, vulgar, abusive, defamatory, obscene or pornographic, promotes aggression or hate speech, glorifies violence or war or is harmful to minors, is liable to incite racial hatred or degrading; (iv) does not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers; (c) it will promptly notify RTB House if the Application is removed from the Store and is no longer available for download.
8. RTB House will be entitled to suspend the provision of Services with an immediate effect if it becomes aware that the Application has been removed from the Store.
9. For the purposes of retargeting campaigns, RTB House processes the Client's Personal Data in accordance with the Terms of Service and the Data Processing Addendum.