

[version 2.1, July 1st, 2020]**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

[版本 2.1, 2020 年 7 月 1 日]

附件 A-手机应用程序

1. 服务条款的如下附件 A 适用于 RTB House 向客户提供的应用程序再营销广告宣传，使客户能够有效地细分和管理其应用程序的用户群，并通过相关的营销信息再营销其客户。
2. 附件 A 是服务条款的组成部分。除非上下文另有要求，否则本附件 A 中以大写字母开头的单词和表达应具有服务条款中赋予它们的含义。
2. **"适用的数据保护法"**是指：(a) 欧洲议会和理事会于 2016 年 4 月 27 日颁布的 (EU) 2016/679 条例，关于在处理个人数据和此类数据自由移动方面的自然人保护，并废除了指令 95/46/EC ("GDPR")；(b) 适用于任何一方当事人的个人资料处理的任何国家立法，(c) 在适用成员国实施隐私和电子通信指令 2002/58/EC (经 2009/136/EC 号指令修订) 的任何国家立法 (包括替代此类立法的任何未来国家或欧洲立法)。术语**"控制者"**、**"个人数据"**、**"个人数据泄露"**、**"处理"**应具有与 GDPR 中相同的含义，并应相应地解释同源术语。
4. **"应用程序"**是指由客户拥有和/或控制的手机应用程序，包括手机游戏，包括其中的所有内容，图像，音乐和文本，客户希望 RTB House 对其进行再营销广告宣传。
5. **"流量"**是指第三方手机应用程序上的数字广告位间，在其上将显示横幅广告。
6. **"商店"**是指 Google Play 商店或苹果应用商店 (如适用)
7. 客户特此声明：(a) 拥有所有必要的权利，包括但不限于知识产权或该应用程序所需的许可，并有权对该应用程序进行营销；(b) 应用程序：(i) 不侵犯第三方的任何权利，专利，商标，商业秘密或任何其他知识产权；(ii) 遵守适用的法律或法规；(iii) 不包含或宣传任何非法，粗俗，辱骂，诽谤，淫秽或色情内容，煽动侵略或仇恨言论，美化暴力或战争或

<p>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.</p> <p>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.</p> <p>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.</p>	<p>对未成年人有害，容易引起种族仇恨或侮辱的内容；</p> <p>(iv) 不包含任何恶意软件，特别是病毒，“木马”，“计算机蠕虫”，“计时炸弹”或数据擦除工具； (c) 如果应用程序已从商店中删除并且不再可供下载，将立即通知 RTB House。</p> <p>8.如果 RTB House 知道该应用程序已从商店中删除，则有权立即暂停提供服务。</p> <p>9. 为了再营销广告推广，RTB House 根据“服务条款”和“数据处理附录”处理客户的个人数据。</p>
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