

Effective as of October 22nd, 2018

TERMS AND CONDITIONS FOR THE PROVISION OF ADVERTISING SERVICES

Chapter 1. GENERAL TERMS & CONDITIONS OF THE PROVISION OF ADVERTISING SERVICES

1. These Terms and Conditions shall define the rules of the provision of advertising services offered by **RTB House Inc.**, a corporation incorporated under the laws of the state of Delaware, seated in Wilmington. These Terms and Conditions shall also define the scope of rights and obligations of the User and of RTB House, respectively.
2. By placing the Order for advertising services, as established herein, the User acknowledges that they have become familiar with these Terms and Conditions and that they accept their contents.
3. The following terms, as used herein, shall have the following meanings:
 - a) **Agreement** – an agreement for the provision of Services made between the Client and RTB House comprising the Order Form and these Terms and Conditions. The Agreement is formed once the Order Form is approved by both Parties and placed in accordance with section 2 of these Terms and Conditions.
 - b) **Order** – order for Services, placed to RTB House by the User, by means of RTB House’s standard Order Form (“**Order Form**”);
 - c) **Parties** – as used herein, refers to the User and RTB House;
 - d) **Remuneration** – remuneration payments due to RTB House for the provision of Services listed in the Order Form;
 - e) **RTB House** –RTB House Inc., a Delaware corporation with its business seat at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, USA;
 - f) **Services** – advertising services, in particular services in RTB (real time bidding) technology, provided by RTB House, and including:
 - i. RTB Personalized Retargeting - the service consisting of making use of the data gathered from Internet service users in order to display advertising messages tuned to their individual preferences;

- ii. Other advertising services, in particular advertising services in RTB (real time bidding) technology, included in the commercial offer of RTB House;
 - g) **Terms and Conditions** – these Terms and Conditions for the provision of advertising services by RTB House;
 - h) **User** – the legal entity or natural person for which RTB House provides its Services. The User shall comply with the Terms and Conditions regardless of whether the Service was ordered in their own name or via a third party on its behalf;
4. RTB House reserves the right to modify the provisions of these Terms and Conditions at any time, provided that prompt notification via e-mail to the User's e-mail address (as specified in the Order) is given. Once notified, the User can elect to terminate this Agreement on 30 days' notice as per Clause 8 below. During the notice period the Terms and Conditions as applicable prior to the modification shall continue to apply.

Chapter 2. PROCEDURE FOR ORDER PLACEMENT

1. RTB House shall provide their Services only if the User has placed an Order and provided RTB House with the necessary contents to be issued, compliant with these Terms and Conditions. The Order shall be placed by the User in one of the following forms:
 - a) in written form, signed by RTB House and the User;
 - b) as a scan of the Order, signed by the User and sent electronically to the e-mail address indicated in the Order;
 - c) as an e-mail from User accepting the terms of cooperation set forth in these Terms and Conditions and in an Order sent by RTB House to the User; provided the confirmation shall include an explicit acceptance of the Order and these Terms and Conditions and shall be sent to the e-mail address indicated in the Order.
2. The User and RTB House shall enter into an Agreement on the date that RTB House and Party have each signed the Order or, alternatively, on the date that RTB House has confirmed the acceptance of the Order, by electronic message sent to the e-mail address indicated by the User in the Order.

Chapter 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES

1. The User hereby represents and warrants to RTB House that:

RTBHOUSE =	RTB House Inc.	
	2711 Centerville Road, Suite 400 Delaware 19808 Wilmington, United States of America TIN: 821821301 T: +1 646 569 6947	rtbhouse@rtbhouse.com rtbhouse.com

- a) They hold all proprietary copyrights and industrial property rights or required licenses to materials provided to RTB House, enabling the latter to use them as stated in the Order;
 - b) The publication of the said materials will not give rise to RTB House's obligation to pay any remuneration or to any other liability to a third party for the use of the said materials as described herein. The Client shall indemnify RTB House against any claims, costs and expenses which RTB House may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this clause;
 - c) They authorize RTB House to use such materials in order to execute the Order and, should it be necessary for the proper provision of Services by RTB House, they undertake to grant RTB House any licenses, authorizations and permits required to use the said materials in order for Services to be provided in a proper manner;
 - d) Their data included in the Order Form is correct and accurate. Should such data be changed after the Order placement by the User, the latter shall immediately, and in no case later than within 3 (three) days since such change, inform RTB House accordingly, by sending the message to the e-mail address: finance@rtbhouse.com;
 - e) Client's content and websites shall at all times comply with all applicable laws in any of the jurisdictions in which any banners are displayed;
 - f) None of the Client's actions in relation to the ordered Services shall violate any applicable laws on personal data protection as well;
 - g) The materials provided by User to RTB House shall not:
 - i. Violate any rights, patents, trademarks, trade secrets or other rights of third parties, whether property or personal ones, including the right of publicity;
 - ii. Include any contents contrary to applicable laws, principles of morality or of social interaction;
 - iii. Include contents which are vulgar, abusive or pornographic;
 - iv. Promote aggression and hate speech;
 - v. Include any malware, and in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.
2. The User undertakes that during their cooperation with RTB House they will comply with the Privacy Policy of Google Inc., including the obligation to insert into the regulations

or in the privacy policy applicable for their Website, the notice about the possible application of RTB Personalized Retargeting to visitors of their Website(s), and when legally required, appropriate notice and choice mechanisms as required by applicable laws. The said notice shall link to RTB House's privacy policy and shall state that visitors of the User's Websites have the right to deregister from RTB Personalized Retargeting by clicking on the following: <http://rtbhouse.com/privacy.php> and choosing the relevant option.

3. Should the materials provided by the User not be compliant with requirements defined in point 1 above, RTB House reserves the right to suspend the provision of Services for the User until the latter has sent error-free materials.
4. The User shall closely cooperate with RTB House in the provision of Services and shall give RTB House all and any information needed for the Services to be provided properly. The User shall also immediately inform RTB House about any changes or occurrences which may impact the execution of Services or the mutual cooperation of the Parties, including any decision concerning their liquidation, declaration of bankruptcy or scheduled technical breaks.
5. To the extent necessary to ensure the proper execution of Services, as defined in the Order, the User shall authorize RTB House to use the name and logotypes of their Internet Service.
6. The User hereby consents that RTB House shall have the right to publish basic data of the User (business name, logo, Website address) on their reference list, Internet pages, in marketing and sale materials.
7. Based on materials received from the User, RTB House shall develop banner creations to be used for the provision of Services.
8. The Client is entitled to provide reasonable creative directions and feedback on banners and shall approve the banner creation before publication. The Client must send its approval within 7 (seven) working days of receiving the final banner creations from RTB House.
9. RTB House shall provide the Services with due care.
10. RTB House shall be entitled to stop/suspend the provision of Services, at any time for any reason in its sole discretion.
11. RTB House may require that additional Services may be subject to the fulfillment by the User of additional conditions, not defined herein.

Chapter 4. LIABILITY

1. RTB House shall not be held liable for any damage to the User, connected with the provision of Services and caused as a result of the following:
 - a) discontinuity in the provision of Services occurring as a result of RTB House's use of the right referred to in Chapter 3, point 10 hereof or caused by the action or the neglect of the User or of third parties for which the User is solely liable,
 - b) act of force majeure understood as a fortuitous event which could not have been foreseen and which is beyond the control of RTB House and/or the User, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, whether effecting RTB House, any of its affiliates or other parties in any part of the world,
 - c) the violation of the provisions of these Terms and Conditions by the User.
2. RTB House's liability towards the User shall in any event cover solely actual damages. The Parties jointly agree that RTB House's liability for the loss of profits or for consequential losses shall be excluded. To the maximum extent permitted by applicable law, RTB House's liability under the Agreement, for whatever cause, whether in contract or in tort, or otherwise, shall not exceed the amount corresponding to the last six (6) months invoiced to the User.
3. RTB House shall not be held liable towards third parties for the contents and quality of materials provided by the User.
4. Except to the extent set forth in Chapter 3, point 9, RTB House shall not give any warranties or guarantees whatsoever, to the maximum extent permitted by law, with respect to the services, including warranty of merchantability, fitness or suitability for a specific purpose, warranty of title, or the absence of defects of Services hereunder. The total aggregate liability of RTB House for losses and damage to the User, under any and all claims, requests and proceedings under these Terms and Conditions or in connection with their execution, non-execution or improper execution shall be limited to the amount equal to the remuneration of RTB House for the provision of Services during six (6) months of the event giving rise to the claim in question.

5. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the User, violate any rights of third party, and in particular copyrights, as confirmed by the valid decision of justice or of the arbitration court, the User shall be obliged, irrevocably, unconditionally and at the first request of RTB House to hold harmless and indemnify RTB House and pay RTB House any amounts which RTB House would need to pay due to such events to third parties as well as any costs required to ensure the protection of RTB House's rights, including legal fees and charges awarded under the valid court decision, within 14 (fourteen) days of notice thereof. Should the circumstances described in the preceding sentence occur, RTB House shall immediately inform the User about claims being made, and the User shall immediately provide RTB House with all necessary data and files which could have an impact on the outcome of relevant proceedings. Nothing in this provision excludes RTB House's right to claim any other remedies available at law.
6. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the User, violate any rights of third party, RTB House reserves itself the right to immediately suspend the provision of Services. The above shall not free the User from the obligation to pay the remuneration due to RTB House for the period for which the Services have been provided.

Chapter 5. REMUNERATION

1. For the provision of Services, as defined in the Order, RTB House shall be entitled to receive from the User monthly payments of Remuneration in the net amount due in accordance with the Order. The Remuneration amount shall be increased by the due VAT/sales tax amount, calculated at the rate applicable on the day of the VAT/sales tax invoice issuance.
2. The method and currency of the Remuneration payments shall be described in the Order Form.
3. Should the payment deadline stated in the VAT/sales tax invoice be exceeded, the User shall pay statutory interests calculated since the first day of default.
4. Should the User settle the payments in an untimely manner, RTB House shall be entitled to terminate the Agreement with immediate effect.

Chapter 6. COMPLAINTS

1. The User can signal any issues and comments about the Services by way of notification sent at the e-mail address: customers@rtbhouse.com, within 30 (thirty) days since the event which gave rise to the complaint.
2. The complaint notification shall include, at least, the name of the complaining entity/individual, and the full description of the event which gave rise to the complaint (including campaign statistics or screens if they confirm the User's position) to enable RTB House to handle the complaint properly.
3. RTB House shall use commercially reasonable efforts to respond to any complaints within 14 (fourteen) days since its notification, provided that it contains all details required under point 2 above. Should the complaint notification be incomplete, the complaint handling deadline will run since the date of receipt by RTB House of the complete notification. Assessment of the completeness of complaint notification is at RTB House's sole discretion.

Chapter 7. TERMINATION OF THE AGREEMENT

1. The Agreement between the User and RTB House may have a definite term, as stated in the Order or until the budget defined in the Order is used, whichever is earlier.
2. The Agreement between the User and RTB House may alternatively have an indefinite term. If so, the Parties shall have the right to terminate the Agreement without reasons and at any time, subject to a 30 (thirty) day notice period, by sending to the other Party their statement, in written form with 30 (thirty) day notice.
3. The Parties shall have the right to terminate the Agreement if the other Party violates the provisions of these Terms and Conditions or generally applicable laws. Should this be the case, the Party terminating the Agreement shall send notification of breach to the Party in breach either electronically, at the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt). If the Party in breach does not cure the alleged breach within 3 (three) days of receipt of notification thereof, the other Party shall have the right to terminate the Agreement with immediate effect.
4. RTB House may terminate this Agreement with immediate effect upon written notice to User, if User: (a) fails to pay any amount when due or (b) becomes insolvent, files a petition for

bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

5. Should the Agreement be terminated/expire, for whatever reason, the User shall pay RTB House the Remuneration for the provision of agreed Services, due for the period running since the date of the Service commencement until the date of the Agreement termination/expiry.
6. Unless the Parties decide otherwise, the Agreement between the Parties shall be terminated automatically should the User not start to use the Services within 90 (ninety) days since the Order placement or should at least 90 (ninety) days elapse since the last day on which the User has used the Services.

Chapter 8. CONFIDENTIALITY

1. The Parties undertake mutually to consider as confidential and not to disclose to any third party without the written explicit consent of the other Party, any non-public, proprietary information received from the other Party, and namely technical, technological, organizational or other information with business value, provided by each of the Party in every form, whether in writing or electronically, concerning their mutual cooperation, including analyses, studies, summaries or any other files executed by one of the Parties, and also those based on information provided by the other Party and including or reflecting such information (hereafter “**Confidential Information**”).
2. The Parties shall not consider as Confidential Information statistical data from the advertising campaign run by RTB House for the User under the Services, provided that such statistics are aggregated in a manner which prevents their identification with the User’s advertising campaign.
3. The data (excluding statistical data as referred to in point 2 above) and cookies gathered in the course of the Service provision shall be used solely for the purpose of such Services. Relevant User’s data can be disclosed to RTB House’s business partners in order to perform this Service properly.
4. The following shall not be considered as Confidential Information:
 - a) is or has become publicly known without a breach of any obligations by any of the Parties or their representatives hereof;
 - b) is known by the Party prior to the other Party’s disclosure;

- c) is obtained independently as a result of work done by a Party or its advisors without using any Confidential Information; or
 - d) is obtained by a Party or its representatives on a non-confidential basis from a third party that, to such Party's knowledge, was not contractually restricted from disclosing such information.
5. Each Party may disclose Confidential Information received from the other Party to their associated companies and its and their advisors, staff, managers or to providers of services, provided that such disclosure is made solely and exclusively for the purpose of the Services and that such individuals are subject to appropriate confidentiality restrictions.
 6. The Parties agree not to use Confidential Information to the detriment of the other Party or to use it in any other way not connected with their mutual cooperation.
 7. The confidentiality obligation shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable laws, regulation, court order, or legal process or if requested by a regulator or another authority with jurisdiction over such Party or any of its affiliates.
 8. The confidentiality obligations and the confidentiality protections set forth herein shall be applicable regardless of whether Confidential Information has been provided orally, in writing or in another form or substance, and whether such Confidential Information was actually designated as "confidential", "proprietary" or "secret" or in another way or whether it was not specifically designated at all.
 9. The confidentiality obligation referred to in this point shall be binding for the Parties both during the provision of Services and for a period of 3 (three) years following the provision of such Services, or the refusal to execute or their cancellation of an Agreement.

Chapter 9. FINAL PROVISIONS

1. Any matters not covered by these Terms and Conditions shall be governed by generally applicable law of the state of Delaware.
2. Should any of the provisions hereof be legally considered as invalid or unenforceable, this will be without impact on the validity or enforceability of their remaining provisions.

The invalid/unenforceable provision shall be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid/unenforceable provision.

3. The User is not authorized to assign their rights and obligations under the Agreement, whether in whole or in part, without the previous written consent of the RTB House.
4. The Parties undertake to make all their endeavors to settle amicably any disputes arising in the course of their mutual cooperation. Should they fail to reach an amicable agreement, each Party agrees that the exclusive jurisdiction and venue of any action with respect to this Agreement shall be in the courts of Delaware, and hereby submits itself to the exclusive jurisdiction and venue of such courts for the purpose of such action.
5. Should following separate arrangements between the Parties any discrepancies arise between the Order Form and these Terms and Conditions, the arrangements in the Order Form shall prevail.

These Terms and Conditions have been made in English. They can be translated into other languages, and should any discrepancies arise between the English version and another language version, the English version of these Terms and Conditions shall prevail.