

Effective as of March 5<sup>th</sup>, 2019

## TERMS OF SERVICE FOR THE PROVISION OF ADVERTISING SERVICES RTB HOUSE FZ-LLC

### Chapter 1. TERMS OF SERVICE FOR THE PROVISION OF ADVERTISING SERVICES

1. These Terms of Service shall define the rules of the provision of advertising services offered by **RTB House FZ-LLC**, License no.: 93763 seated in Building 5, Office 120, Dubai Internet City, Dubai, United Arab Emirates. These Terms of Service shall also define the scope of rights and obligations of the Client and of RTB House respectively.
2. By placing the Order for advertising services, as established herein, the Client acknowledges that they have become familiar and agrees with these Terms of Service.
3. The following terms, as used herein, shall have the following meaning:
  - 1) **Terms of Service** – these terms of service for the provision of advertising services by RTB House;
  - 2) **Services** – advertising services, in particular services in RTB (real time bidding) technology, provided by RTB House, and including:
    - a) RTB Personalized Retargeting - the service consisting in making use of the data gathered from Internet service users in order to display advertising messages tuned to their individual preferences;
    - b) Other advertising services, in particular advertising services in RTB (real time bidding) technology, included in the commercial offer of RTB House.
  - 3) **Client** – a legal entity or sole proprietor specified in the Order, for which RTB House provides its Services. The Client shall comply with the Terms of Service regardless of whether the Service was ordered in by the Client itself or in the Client's name by a third party.
  - 4) **RTB House** – the company operating under the business name RTB House FZ-LLC, having its registered address at Building 5, Office 120, Dubai Internet City, Dubai, United Arab Emirates License no.: 93763;
  - 5) **RTB House Group** – RTB House Spółka Akcyjna with its registered office in Warsaw and its subsidiaries as well as RTB House;
  - 6) **Parties** – jointly RTB House and the Client;
  - 7) **Agreement** – agreement for the provision of Services, made by and between the Client and RTB House by placing the Order following the procedure established herein. The Agreement shall include the terms and conditions of the provision of Services, defined in the Order and in these Terms of Service;

- 8) **Order** – order for Services, placed to RTB House by the Client, by means of the Order Form;
- 9) **Remuneration** – remuneration due to RTB House for the provision of Services listed in the Order Form.

## Chapter 2. PROCEDURE FOR ORDER PLACEMENT

1. RTB House shall provide their Services only if the Client has placed the Order and provided RTB House with contents to be issued, compliant with these Terms of Services. The Order shall be placed by the Client in one of the following forms:
  - 1) in written form, signed by the Parties;
  - 2) as a scan of the Order, signed by the Client and sent via e-mail to the address indicated in the Order, and subsequently accepted by RTB House; or
  - 3) as an e-mail confirmation of the Client of the terms of cooperation included herein and in the Order sent to the Client - the confirmation shall include an explicit acceptance of the said documents and shall be sent to the e-mail address indicated in the Order.
2. On the date on which the Client has placed the Order in one of the forms referred to in this Chapter, the Parties shall conclude the Agreement subject to the provisions of Chapter 2 point 3.
3. Should the Order be placed in a form other than those referred to in Chapter 2 point 1.1, the Agreement shall be concluded once RTB House has confirmed the acceptance of the Order, by e-mail to the address indicated by the Client in the Order.
4. Client accepts these Terms of Service also by payment for the Services or by actual usage of the Services.
5. By performing one of the options specified in Chapter 2 point 1 and 4, the Client understands and agrees that RTB House will treat the Client's use of the Services as the acceptance of the Terms of Service from that moments onwards.

## Chapter 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES

1. The Client hereby declares and warrants that:
  - 1) the Client holds 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;
  - 2) the publication of the said materials will not give rise to any obligation for RTB House to pay any remuneration or assume liability to a third party for the use of the said materials as described herein;
  - 3) the Client authorizes 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, the Client undertakes 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;

- 4) the Client's data included in the Order Form corresponds to the actual state. Should such data be changed after the Order placement by the Client, the latter shall immediately, but not later than within 3 (three) days since its change, inform RTB House accordingly, by sending an e-mail to: [finance.mena@rtbhouse.com](mailto:finance.mena@rtbhouse.com);
- 5) the materials provided by the Client to RTB House shall not:
  - a) violate rights, patents, trademarks, trade secrets or other rights of third parties, whether property or personal ones, including the right of publicity;
  - b) include any contents contrary to applicable laws, principles of morality or of social interaction;
  - c) include contents which are vulgar, abusive or pornographic;
  - d) promote aggression and hate speech;
  - e) include any malware, and in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.
2. The Client undertakes, during their cooperation with RTB House, to 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). The said notice shall state that visitors of the Client'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 Client not be compliant with requirements defined in point 1 above, RTB House reserves the right to suspend the provision of Services for the Client until the latter has sent error-free materials.
4. The Client 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 Client 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 Client shall authorize RTB House to use the name, logotypes and other trademarks of the Services.
6. Subject to the Client's prior consent, RTB House shall have the right to publish basic data of the Client (business name, logo and other trademarks as well as Website address) on their reference list, Internet pages, in marketing and sale materials. Client hereby grants RTB House a worldwide, non-exclusive and royalty-free license to use Client's name and any of Client's trade names and trademarks solely pursuant to this section.
7. Based on materials received from the Client, RTB House shall develop banner creations to be used for the provision of Services.

8. The Parties jointly acknowledge that RTB House shall not be obliged to receive the approval from the Client of such banner creations before their publication.
9. RTB House shall provide Services with due care. RTB House may, at its sole discretion, subcontract any of the Services to any third party without the prior consent of or notice to the Client.
10. In case of technical problems that may affect or prevent from proper provision of the Services or if the interest of the Client argues for the immediate stop/suspension of the provision of the Services or if the Client fails to meet the requirements determined in these Terms of Service or if the necessity of stop/suspension of the provisions of the Services results from the provisions of law or judicial or administrative decisions, RTB House shall be entitled to suspend or stop the provision of the Services with an immediate effect without a notice, and the Client shall not have any right to argue or challenge RTB House's decision in this regard. In other cases, RTB House shall be entitled to stop/suspend the provision of the Services, at any time, upon 2 (two) days' notice.
11. RTB House may subject further provision of Services to the fulfillment of additional conditions by the Client, not defined herein.
12. The campaign budget may be defined in the Order or by electronic messages sent to the e-mail addresses indicated in the Order.

## Chapter 4. LIABILITY

1. RTB House shall not be held liable for any damage to the Client, connected with the provision of Services and caused as a result of the following:
  - 1) 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 Client or of third parties for which the Client is the sole liable,
  - 2) 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 Client,
  - 3) the violation of the provisions of these Terms of Service by the Client.
2. RTB House's liability towards the Client shall cover solely direct damage or loss incurred to the Client. The Parties jointly agree that RTB House's liability for loss of profits or for any indirect and/or consequential losses is excluded.
3. RTB House shall not be held liable towards third parties for the contents and quality of materials provided by the Client.
4. RTB House shall not give any guarantees or assume any liability as to the suitability for specific purpose or the absence of defects of Services hereunder unless otherwise specified in the Order. Both Parties agree that RTB House shall not be contractually and statutory liable for any act or omission for the Services that it provides or for any other obligation arising under this Agreement unless in the events of gross negligence or fraud.

5. Should any third party raise a claim against RTB House based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, and in particular copyrights, as confirmed by the valid decision of competent court, arbitration tribunal or other judiciary, administrative or authorized body, the Client shall be obliged, irrevocably, unconditionally and at the first request of RTB House to pay to the latter 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 since the call to pay has been sent to the Client, which however does not exclude RTB House's right to claim remedies under general rules of law. Should the circumstances described in the preceding sentence occur, RTB House shall immediately inform the Client about claims being made, and the Client shall immediately provide RTB House with all necessary data and files which could have an impact on the outcome of relevant proceedings. In all circumstances, RTB House shall have a right to involve the Client in any case filed against RTB House by a third party based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, and in particular copyrights, even if it is an arbitration case, and the Client shall incur all expenses incurred by RTB House.
6. Should any third party raise a claim against RTB House based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, RTB House reserves itself the right to immediately suspend the provision of Services until the issue has been settled. The above shall not free the Client 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 Client the monthly Remuneration in the net amount stated in the Order. The Remuneration amount shall be increased by the due VAT amount, calculated at the rate applicable on the day of the invoice issuance.
2. The modalities of the Remuneration payment shall be described in the Order Form.
3. Should the payment deadline stated in the invoice be exceeded, the Client shall pay statutory interests calculated since the first day of default.
4. Should the Client not settle the payments in a timely manner, RTB House shall be entitled to terminate the Agreement with immediate effect.

## Chapter 6. COMPLAINTS

1. The Client can signal any issues and comments about the Services by way of notification sent to the e-mail address: [customers@rtbhouse.com](mailto:customers@rtbhouse.com), within 30 (thirty) days of 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 Client's position) to enable RTB House to handle the complaint properly.

3. RTB House shall handle the complaint 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. TERM AND TERMINATION OF THE AGREEMENT

1. The term of the Agreement shall be defined in the Order.
2. If the Agreement is concluded for an indefinite term the Parties shall have the right to terminate the Agreement without reasons and at any time, subject to a 30 (in words: thirty) day notice period, by sending to the other Party their termination statement, in written form, under pain of nullity.
3. A Party shall have the right to terminate the Agreement with immediate effect if the other Party violates the provisions of these Terms of Service or generally applicable laws. Should this be the case, the Party terminating the Agreement shall send to the Party in breach either to the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt) the call to remedy the breach within 3 (in words: three) working days since the delivery of such notice. Chapter 9 Section 4 of this Agreement stipulates when delivery shall be deemed to have been made. After this period has elapsed without effect, the Party shall have the right to terminate the Agreement with immediate effect.
4. Should the Agreement be terminated/expire, for whatever reason, the Client 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.
5. The Agreement between the Parties shall be terminated automatically should the Client not start to use the Services within 90 (ninety days) of the Order placement or should at least 90 (ninety days) elapse since the last day on which the Client has used the Services, unless the Parties decide otherwise in the Order or by electronic messages sent before the lapse of the term to the e-mail addresses indicated in the Order.

## 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, this Agreement and any 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, and 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 campaigns run by RTB House for the Client under the Services, provided that such data has been aggregated in a way preventing that the data can be identified as data from Client's advertising campaign.

3. 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.
4. Relevant Client data can be disclosed to business partners of RTB House or to business partner of other company from RTB House Group in order to perform this Service properly.
5. Information is not considered confidential if it:
  - 1) is in public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of the receiving Party or entities/individuals indicated in point 7;
  - 2) is or will become available to the receiving Party or entities/individuals indicated in point 7 from a source which is not the other Party, provided that the entity/individual disclosing such information is not bound with the other Party by the obligations under confidentiality clause or agreement;
  - 3) was held by the receiving Party or entities/individuals indicated in point 7 before the conclusion of the Agreement, provided that the entity/individual disclosing such information was not bound with the other Party by the obligations under confidentiality clause or agreement;
  - 4) has been developed independently by the receiving Party or entities/individuals indicated in point 7 as a result of works executed by receiving Party or entities/individuals indicated in point 7 to which Confidential Information has not been disclosed.
6. Each Party may disclose Confidential Information received from the other Party to:
  - 1) their employees, managers, advisors, providers of services to the Party delivered based on the contract of mandate or on another legal title, the other companies within such Party's group of companies;
  - 2) in case of RTB House – the other entities within RTB House Group, their employees, managers, advisors or providers of services to those entities based on the contract of mandate or on another legal title.

The disclosure can be made solely and exclusively for the purpose of the Services and provided that such entities/individuals have signed the obligation of confidentiality with at least the same scope as the one defined herein.
7. 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.
8. The confidentiality obligation shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable laws, judgment or decision issued by the competent court, arbitration tribunal or other judiciary or administrative body or other authorized body whose jurisdiction covers the Party or its Representatives requested to disclose such Confidential Information.
9. The confidentiality obligation and the confidentiality protection, as set forth herein, shall be applicable regardless of such Confidential Information was actually designated as “confidential”, “proprietary” or “secret” or in another way or whether it was not specifically designated at all.

10. The confidentiality obligation referred to in this point shall be binding for the Parties both during the provision of Services and for the period of 3 (three) years after their execution, the refusal to execute them or their cancellation.

### **Chapter 9. FINAL PROVISIONS**

1. Any matters not covered by these Terms of Service shall be governed by the generally applicable laws of the UAE.
2. If RTB House seeks to modify the provisions of these Terms of Service at any time, RTB House shall notify the Client of such changes via e-mail to the Client's e-mail address (as specified in the Order Form). The changes shall come into force 30 days from the day of the notification, unless the Client does not agree to such amended Terms of Service and serves RTB House with statement on termination of the Agreement before the 30 days' time limit lapses. The termination shall be made upon notice as per Chapter 7 hereinabove. During the notice period, the Terms of Service as applicable prior to the modification shall continue to apply.
3. The Parties may deliver any notice to Client via e-mail to an address provided by Client, via Client's account, registered mail, personal delivery or renowned express courier. Any such notice will be deemed to be effective (i) on the day the notice is sent to Client via e-mail, (ii) upon being uploaded to Client's account (irrespective of when Client actually receives it), (iii) or five (5) days after deposit in the mail, (iv) upon personal delivery, (v) one (1) day after deposit with an express courier, whichever occurs first.
4. 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.
5. The Client 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.
6. 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 within 30 (thirty) days from the date the dispute has arisen, any disputes shall be settled exclusively by the common court having jurisdiction over the registered office of RTB House.
7. Should following separate arrangements between the Parties any discrepancies arise between the Order Form and these Terms of Service, the arrangements in the Order Form shall prevail.
8. These Terms of Service have been made in English and it can be translated into other languages, provided that in the event of any discrepancies arise between the English version and another language version, the English version of these Terms of Service shall prevail.