

<p style="text-align: center;"><b>新加坡商雅迪比有限公司台灣分公司 廣告條款</b></p> <p style="text-align: center;"><b>第 1 章提供廣告條款</b></p> <p>1. 本服務條款約定新加坡商雅迪比有限公司（台北市信義區松仁路 97 號 18 樓）（「雅迪比」）提供之廣告服務，同時約定客戶與雅迪比間之權利義務。</p> <p>2. 客戶依據本服務條款開立廣告服務訂單，代表客戶肯認其已熟讀且同意本服務條款。</p> <p>3. 下列之本服務條款所使用之術語定義如下：</p> <p>(1) 「<b>本服務條款</b>」：為雅迪比提供廣告服務所訂之本服務條款；</p> <p>(2) 「<b>本服務</b>」：廣告服務，尤其是雅迪比以「即時競價」（real time bidding）技術之服務，且包括：</p> <p style="padding-left: 20px;">(a) 即時競價個人化再行銷：服務係利用來自網路服務使用者之資料，以根據其個人喜好顯示廣告訊息；</p> <p style="padding-left: 20px;">(b) 其他廣告服務，尤其是以即時競價技術提供之廣告服務，包括雅迪比之商業要約。</p> <p>(3) 「<b>客戶</b>」：係委刊單所載之合法之個體或業主，由雅迪比為其提供本服務。客戶應遵守本服務條款，不論服務是否由客戶自行下訂單或是由第三方以客戶之名義下訂單。</p>	<p style="text-align: center;"><b>Terms of Service FOR THE PROVISION OF ADVERTISING SERVICES RTB HOUSE PTE. LTD. TAIWAN BRANCH</b></p> <p style="text-align: center;"><b>Chapter 1. TERMS OF SERVICE FOR THE PROVISION OF ADVERTISING SERVICES</b></p> <p>1. These Terms of Service shall define the rules of the provision of advertising services offered <b>RTB HOUSE PTE. LTD. TAIWAN BRANCH</b> seated in 18F, No.97, Songren Road, Xinyi District, Taipei City, 110, Taiwan. These Terms of Service shall also define the scope of rights and obligations of the Client and of RTB House respectively.</p> <p>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.</p> <p>3. The following terms, as used herein, shall have the following meaning:</p> <p style="padding-left: 20px;">1) <b>Terms of Service</b> – these terms of service for the provision of advertising services by RTB House;</p> <p style="padding-left: 20px;">2) <b>Services</b> – advertising services, in particular services in RTB (real time bidding) technology, provided by RTB House, and including:</p> <p style="padding-left: 40px;">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;</p> <p style="padding-left: 40px;">b) Other advertising services, in particular advertising services in RTB (real time bidding) technology,</p>
--	--

<p>(4) 「雅迪比」：登記名稱為[新加坡商雅迪比有限公司台灣分公司]，登記之地址為[台灣台北市信義區松仁路 97 號 18 樓，郵遞區號 110；</p> <p>(5) 「雅迪比集團」：登記於華沙之 RTB House Spółka Akcyjna，及其子公司，其中包括新加坡商雅迪比有限公司台灣分公司；</p> <p>(6) 「雙方」：雅迪比與客戶於本服務條款之合稱；</p> <p>(7) 「本協議」：針對本服務提供，由客戶與雅迪比達成之協議，藉由客戶根據本服務條款所載之程序下訂單後達成協議。本協議應包括本服務提供之條款與條件，及刊單及本服務條款所為之約定；</p> <p>(8) 「委刊單」：客戶依據訂單格式向雅迪比為服務所下訂之訂單；</p> <p>(9) 「報酬」：為雅迪比提供之服務所應支付之報酬，如訂單所載。</p> <p style="text-align: center;"><b>第 2 章 下訂單之程序</b></p> <p>1. 雅迪比將於客戶依據訂單格式之內容，及本服務條款之規定完成下單後始提供服務。下訂單應以下列任一方式為之：</p> <p>(1) 以書面方式，且經由雙方簽署；</p> <p>(2) 客戶簽名後，掃描寄至訂單上載明之電子郵箱，並由雅迪比所接受；或</p> <p>(3) 客戶以電子郵件方式接受寄給其之本服務條款及委刊單的合作條款。該確認信函應包括明示同意上述文件，並寄至訂單上載明之電子郵箱。</p>	<p>included in the commercial offer of RTB House.</p> <p>3) <b>Client</b> – 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.</p> <p>4) <b>RTB House</b> – the company operating under the business name <b>RTB House PTE. LTD. TAIWAN BRANCH</b>, having its registered address at 18F, No. 97, Songren Road, Xinyi District, Taipei City, 110, Taiwan;</p> <p>5) <b>RTB House Group</b> – RTB House Spółka Akcyjna with its registered office in Warsaw and its subsidiaries, which includes RTB House;</p> <p>6) <b>Parties</b> – jointly RTB House and the Client;</p> <p>7) <b>Agreement</b> – 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;</p> <p>8) <b>Order</b> – order for Services, placed to RTB House by the Client, by means of the Order Form;</p> <p>9) <b>Remuneration</b> – remuneration due to RTB House for the provision of Services listed in the Order Form.</p> <p style="text-align: center;"><b>Chapter 2. PROCEDURE FOR ORDER PLACEMENT</b></p>
---	---

<p>2. 客戶以本章所載之訂單格式下單當日，雙方應依據第 2 章第 3 條締結本協議。</p> <p>3. 若委刊單並非以第 2 章第 1.1 條所載之格式下單，本協議應經雅迪比以電子郵件方式，寄至客戶訂單所載之電子信箱，表示確認接受訂單後始為有效。</p> <p>4. 若客戶支付本服務費用或實際使用本服務，亦代表客戶接受並同意本服務條款。</p> <p>5. 客戶若履行第 2 章第 1 條及第 4 條載明之其一選項，代表客戶了解並同意雅迪比於該時刻起將客戶使用服務視作接受本服務條款。</p> <p style="text-align: center;"><b>第 3 章 雙方聲明與義務</b></p> <p>1. 客戶茲聲明並保證：</p> <p>(1) 客戶擁有所有專屬之著作權與工業財產權，或提供予雅迪比之素材所需之授權，使雅迪比能依據訂單所載之方式使用；</p> <p>(2) 刊登上述素材不會使雅迪比產生任何支付報酬之義務，或因使用上述素材使雅迪比對第三方負有責任；</p> <p>(3) 客戶授權雅迪比使用該素材以履行本訂單委刊單之義務，且若雅迪比於為提供本服務之必要，客戶承諾給予雅迪比任何授權、許可及核可以使用上述素材，以使本服務可以適當之方式提供；</p>	<p>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:</p> <ol style="list-style-type: none"> <li>1) in written form, signed by the Parties;</li> <li>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</li> <li>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.</li> </ol> <p>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.</p> <p>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.</p> <p>4. Client accepts these Terms of Service also by payment for the Services or by actual usage of the Services.</p> <p>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.</p>
--	---

<p>(4) 客戶於訂單上之資料應與事實相符。若有任何資料於下單後變更，客戶應於變更後三天內立即以電子郵件方式通知雅迪比，電子郵件應寄至 <a href="mailto:finance.taiwan@rtbhouse.com">finance.taiwan@rtbhouse.com</a>；</p> <p>(5) 客戶提供予雅迪比之素材不應：</p> <p>(a) 違反第三人之權利、專利、商標、營業秘密或其他權利，不論係不動產或動產權，且包括公開權；</p> <p>(b) 包括任何違反適用法律、道德或社會風俗之素材；</p> <p>(c) 包括任何粗鄙、暴力或色情之素材；</p> <p>(d) 提倡侵略及仇恨言論；</p> <p>(e) 包括任何惡意軟體，尤其是病毒、「木馬程式」、「電腦蠕蟲」、「定時炸彈」或資料清除器。</p> <p>2. 客戶承諾與雅迪比合作期間，將遵守 Google Inc.之隱私權政策，包括在其網站適當處加入隱私權規範或隱私權政策，或對進入（各）網站之訪客發出可能使用即時競價個人化再行銷之通知。此通知應表明進入客戶網站之訪客有權以點擊下列網址之方式，撤銷登錄即時競價個人化再行銷，： <a href="http://rtbhouse.com/privacy.php">http://rtbhouse.com/privacy.php</a> 並進行相關選擇。</p> <p>3. 若客戶提供之素材未遵守上述第 1 條之規範，雅迪比保留中止提供本服務之權利，至客戶寄出符合規定之素材為止。</p> <p>4. 客戶與雅迪比就提供本服務應密切合作，並應提供雅迪比所有任何所需資訊，使本服務得以適當提公。若有任何變更或事件發生，可能影響本服務提供或雙方之合作時，包括客戶進行</p>	<p><b>Chapter 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES</b></p> <p>1. The Client hereby declares and warrants that:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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: <a href="mailto:finance.taiwan@rtbhouse.com">finance.taiwan@rtbhouse.com</a>;</p> <p>5) the materials provided by the Client to RTB House shall not:</p> <p>a) violate rights, patents, trademarks, trade secrets or other rights of third parties, whether property or personal ones, including the right of publicity;</p>
--	--

<p>財產清算、宣告破產或計畫之技術性違約，客戶應立即通知雅迪比。</p> <p>5. 在履行本服務之必要範圍內（如委刊單所載），客戶應授權雅迪比為本服務使用其名稱、標誌及商標。</p> <p>6. 經客戶事先同意後，雅迪比應有權公開客戶之基本資料（企業名稱、標誌及其他商標，以及網站位址）於其參考名單、網頁及行銷或銷售素材上。客戶茲授權雅迪比有全球、非獨占、無須繳納權利金之權利，於此條款之範圍內使用其名稱及商標。</p> <p>7. 雅迪比應根據客戶所提供之素材，開發橫幅廣告（banner）創作，提供本服務之用。</p> <p>8. 雙方茲共同肯認雅迪比無須取得客戶對於上述橫幅廣告創作之許可，即可公開。</p> <p>9. 雅迪比提供服務時應充分注意。雅迪比得酌情決定將本服務轉包予任何第三方，且無須客戶之事先同意或事先通知客戶。</p> <p>10. 雅迪比應有權於任何時間停止/暫停提供服務。</p> <p>11. 若有其他進一步之服務，雅迪比得要求客戶以本服務條款未約定之其他增訂之條款作為其準據。</p> <p>12. 本廣告預算應以訂單所載為準，或是以訂單所載之電子信箱傳送之電子郵件內容為準。</p> <p style="text-align: center;"><b>第 4 章 責任</b></p> <p>1. 雅迪比無須對客戶就與本服務相關及因以下事由所造成之任何損害負賠償責任：</p>	<p>b) include any contents contrary to applicable laws, principles of morality or of social interaction;</p> <p>c) include contents which are vulgar, abusive or pornographic;</p> <p>d) promote aggression and hate speech;</p> <p>e) include any malware, and in particular viruses, “Trojan horses”, “computer worms”, “time bombs” or data erasers.</p> <p>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: <a href="http://rtbhouse.com/privacy.php">http://rtbhouse.com/privacy.php</a> and choosing the relevant option.</p> <p>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.</p> <p>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.</p>
---	---

<p>(1) 因雅迪比行使本服務條款第 3 章第 10 條所提及之權利導致服務提供之中斷，或是因為客戶或客戶應負完全責任之第三方之作為或疏失導致服務提供之中斷；</p> <p>(2) 天災或不可抗力事件，因無法事前預見且是雅迪比及/或客戶無法控制之事件；</p> <p>(3) 客戶違反本服務條款。</p> <p>2. 雅迪比對客戶之責任僅限於對客戶造成之直接損害或損失。雙方皆同意雅迪比針對賠償利益損失之責任，或任何間接或結果性損失之責任應予以排除。</p> <p>3. 雅迪比無須舊客戶所提供素材之內容或品質，對第三人負任何責任。</p> <p>4. 雅迪比對本服務之特定目的之適切性或任何其不足，不予以任何保證或承擔任何責任。雅迪比對於客戶損失或損害之所有責任，依據本服務條款與其履行、不履行或不適當之履行而提出之任何請求、要求及程序，不得超過該損害或損失事件發生之日曆月期間，雅迪比因本服務所得之報酬。</p> <p>5. 若有任何第三方對雅迪比提出請求，基於客戶提供之素材經傳播後侵害任何第三方之任何權利，尤其是著作權，且經具有管轄權之法院、仲裁庭或其他司法、行政或主管機關判決認定如此，則客戶應負無條件之責任，且不得撤銷該責任，經雅迪比首次要求後，應支付雅迪比因本事件應支付予第三方之任何金額，以及任何確保雅迪比之權利時任何所需費用，包括法律相關費用及有效之法院判定費用，自客戶接獲付款通知後十四天內支付；然而本條款不排除雅迪比依據法律一般原則提出賠償之權利。若前述之情況發生，雅迪比應立即通知客戶該請求，且客戶應立即提供雅迪比</p>	<p>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.</p> <p>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.</p> <p>7. Based on materials received from the Client, RTB House shall develop banner creations to be used for the provision of Services.</p> <p>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.</p> <p>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.</p> <p>10. RTB House shall be entitled to stop/suspend the provision of Services, at any time.</p> <p>11. RTB House may subject further provision of Services to the fulfillment of additional conditions by the Client, not defined herein.</p> <p>12. The campaign budget may be defined in the Order or by electronic messages sent to the e-mail addresses indicated in the Order.</p>
--	--

<p>所有可能會影響相關程序結果之必需資料與檔案。</p> <p>6. 若任何第三方對雅迪比提出請求，基於客戶提供之素材經傳播後侵害任何第三方之任何權利，雅迪比保留權利得立即中止提供本服務，直至該事件處理完畢為止。惟上述之情況不代表解除客戶支付雅迪比於期間內已提供之服務之義務。</p> <p style="text-align: center;"><b>第 5 章 報酬</b></p> <p>1. 依據委刊單提供本服務，雅迪比有權依委刊單所載自客戶收取每月報酬。報酬金額應加上符合規定之營業稅，並依開立發票當日適用之費率計算。</p> <p>2. 報酬之支付方式應委刊單所載之方式為準。</p> <p>3. 若發票上所載之付款期限已過，客戶應支付法定利息，自延誤繳付之第一天起計。</p> <p>4. 若客戶未能及時付款，雅迪比有權終止本協議，且立即生效。</p> <p style="text-align: center;"><b>第 6 章 申訴</b></p> <p>1. 客戶得於造成申訴事件發生後三十天內，就本服務之任何意見與評論，以電子郵件之方式寄至 <a href="mailto:customers@rtbhouse.com">customers@rtbhouse.com</a>，提出申訴。</p> <p>2. 申訴通知應至少包括提出申訴之單位之名稱或個人之姓名、申訴事件之完整描述（若確定客戶之立場，應包含廣告策略或畫面），以確保雅迪比能適當地處理該件申訴。</p>	<p style="text-align: center;"><b>Chapter 4. LIABILITY</b></p> <p>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:</p> <p>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,</p> <p>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,</p> <p>3) the violation of the provisions of these Terms of Service by the Client.</p> <p>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.</p> <p>3. RTB House shall not be held liable towards third parties for the contents and quality of materials provided by the Client.</p> <p>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. The total liability of RTB House for losses and damage to the Client, under any claims, requests and proceedings under these Terms of Service 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, for the calendar month of the event which caused the damage or loss in question.</p>
---	--

3. 雅迪比應於接獲申訴通知後十四天內處理該申訴，惟該通知應包括前述第 2 條所要求之內容。若申訴通知不完整，申訴處理期限將展延至雅迪比取得完整之通知內容時開始計算。通知內容完整與否由雅迪比全權酌情判斷。

### 第 7 章 協議期間與協議終止

1. 本協議之期間應以委刊單為準。
2. 若本協議期間為無限期，雙方應有權於任何時間毋須理由終止本協議，惟應於三十天前以書面方式通知另一方表示終止否則無效。
3. 若一方當事人違反本服務協議之條款或是違反相關法律，另一方應有權立即終止本協議。於此情況下，欲終止協議之一方應以電子郵件或郵件（具回函之雙掛號信）通知違約方於接獲該通知後三個工作天內改正違約情事。通知視為送達之條件應依據本服務條款第 9 章第 4 條之規範。若本通知期間已過且違約方仍未改正，另一方則有權立即終止協議。
4. 若本協議終止或屆期，不論任何原因，客戶應支付自服務開始日起算之期間至本協議終止或屆期之當日為止，雙方合意雅迪比所提供之服務之報酬。
5. 若客戶下單後九十天內未開始使用本服務，或自客戶前次使用本服務後已

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.
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



經過至少九十天，雙方簽訂之本協議應自動終止，惟雙方於本訂單委刊單另有協議或於有效期間到期前以電子郵件（以訂單所載之電子信箱傳送）另有協議者為不受此限。

### 第 8 章 保密條款

1. 雙方皆承諾本協議及任何從另一方取得之資訊，即技術、科技、組織或其他具有商業價值之訊息應視為機密，且不得於未獲得另一方書面明示同意前向第三方揭露，不論另一方提供該訊息之方式、書面或電子，且以雙方之合作有關，包括分析、研究、摘要或其他任何另一方所製作之檔案，亦包括根據另一方所提供之訊息而編寫成之訊息，以及包含該訊息或反映該訊息者（下稱「**機密訊息**」）。
2. 雙方不應將雅迪比依據本服務為客戶經營之廣告活動之統計資料視為機密訊息，惟該資料應經過整合，避免他人從該廣告資料辨識出客戶之身份。
3. 資料（除上述第 2 條所載之統計資料）及服務過程中蒐集之 cookies 皆僅限用於本服務之用途。
4. 雅迪比得向其商業夥伴或是其他雅迪比集團公司之商業夥伴揭露相關之客戶資料，以適當提供本服務。
5. 符合下列條件之訊息不應視作機密訊息，如：
  - (1) 簽署本協議前即屬於公知之資訊，或是於簽署後非可歸責於收受方或第 7 條所載之實體/個人之原因而成為公共可取得之訊息；
  - (2) 收受方或第 7 條所載明之實體/個人於現在或未來從第三方取得之資訊，惟該實體/個人之揭露行為

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.

<p>不受另一方當事人簽署之保密條款或協議所約束；</p> <p>(3) 收受方或第 7 條所載明之實體/個人於簽署本協議前已持有之資訊，惟該實體/個人揭露資訊之行為不受另一方當事人簽署之保密條款或協議所約束；</p> <p>(4) 由收受方或第 7 條所載明之實體/個人因履行工作過程中獨立研發之訊息，且機密訊息未曾向該方揭露。</p> <p>6. 各當事人得向下列之人士揭露自另一方取得之機密訊息：</p> <p>(1) 其員工、經理人、顧問、依據委任契約或其他法律關係所提供服務之供應商，或該當事人所屬集團內其他公司；</p> <p>(2) 雅迪比之情況：雅迪比集團內其他實體、其員工、經理人、顧問、依據委任契約或其他法律關係而提供服務之供應商。</p> <p>揭露之資訊僅得用於本服務之用，且收受的實體/個人應簽署不低於本協議相同保密程度之保密協議。</p> <p>7. 雙方同意使用機密訊息之用途不得損及另一方之利益，或用於與雙方合作無關之用途上。</p> <p>8. 本保密義務不應包括必須被揭露之機密資訊，不論全部或部分一部，而該</p>	<p><b>Chapter 7. TERM AND TERMINATION OF THE AGREEMENT</b></p> <p>1. The term of the Agreement shall be defined in the Order.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>
--	---

<p>揭露是基於適用法律、具有管轄權之法院、仲裁庭或其他司法或行政單位或其他主管機關所作之判決或決定，該判決或決定包括該當事人或其代表被要求揭露該機密資訊。</p> <p>9. 本保密義務及機密保護，如協議所載，應依其情況適用之，不論該資訊是否標示為「機密」、「專屬」、「秘密」或其他標示，或完全無標示。</p> <p>10. 本第 10 條所指涉之保密義務對雙方於協議期間及終止或屆期後三年內具有其約束力。</p> <p style="text-align: center;"><b>第 9 章 其他條款</b></p> <p>1. 本服務條款未有詳盡之處應以台灣之相關法律為準據。</p> <p>2. 若雅迪比於任何時間欲變更本服務條款，雅迪比應於三十天前以電子郵件通知客戶（電子信箱如訂單所載）。該變更於接獲通知起三十天後生效，或是客戶向雅迪比下訂單以獲得廣告服務時生效，以較早發生者為準。經通知後，若客戶不同意該變更之條款，客戶得依據本第 7 章之條款通知雅迪比欲終止協議。於通知期間，本服務條款以修訂前之版本為準，持續具有效力。本服務條款之現行版本應於雅迪比之網站可以取得，網址如下：<a href="https://www.rtbhouse.com/terms-and-conditions-rtbhouse-taiwan/">https://www.rtbhouse.com/terms-and-conditions-rtbhouse-taiwan/</a>。</p> <p>3. 雙方得以電子郵件方式（信箱由客戶所提供）、透過客戶之帳號、掛號信、專人派送或國際快遞方式送交任何通知予客戶。任何通知依下列之方式寄出時間視為有效：(i) 電子信件寄出通知當天；(ii) 上傳至客戶之帳號時（不論客戶實際收到之時間）；(iii) 掛號信寄出五天後；(iv) 交付專人派送</p>	<p>lapse of the term to the e-mail addresses indicated in the Order.</p> <p style="text-align: center;"><b>Chapter 8. CONFIDENTIALITY</b></p> <p>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 <b>“Confidential Information”</b>).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5. Information is not considered confidential if it:</p> <p style="padding-left: 20px;">1) is in public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the</p>
--	--

<p>時；(v) 交付快遞公司一天後；以較早發生者為準。</p> <p>4. 若本協議任何條款被視為無效或不可執行，其餘條款之效力或執行力應不受影響。無效或不可執行之條款應由與本意相當之條款替代之，或盡可能接近該無效或不可執行條款之本意。</p> <p>5. 客戶未事先取得雅迪比書面同意前，無權轉讓本協議之其權利與義務，不論部分或全部。</p> <p>6. 雙方承諾應竭誠和平處理任何雙方合作期間所起之爭端。若雙方未能達成共識，任何之爭端應交付雅迪比辦公室登記所在位置之管轄法院。</p> <p>7. 若雙方個別之安排刊單及服務條款抵觸，應刊單之安排為準。</p> <p>本服務協議以英文寫成，得翻譯為其他語言之版本，若英語版與其他版本有任何歧異，應以英語版為準。</p>	<p>fault of the receiving Party or entities/individuals indicated in point 7;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>6. Each Party may disclose Confidential Information received from the other Party to:</p> <p>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;</p> <p>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</p>
---	---

	<p>contract of mandate or on another legal title.</p> <p>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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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 the termination/ expiration.</li> </ol> <p style="text-align: center;"><b>Chapter 9. FINAL PROVISIONS</b></p> <ol style="list-style-type: none"> <li>1. Any matters not covered by these Terms of Service shall be governed by generally applicable laws of Taiwan.</li> </ol>
--	--

	<ol style="list-style-type: none"><li data-bbox="790 194 1383 907">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) with 30 days' notice. The changes shall come into force 30 days from the day of the notification or the Client's placing of the Order for RTB House's advertising services, whichever comes earlier. Once notified, if Client does not agree to such amended Regulations, the Client may terminate the Agreement 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. The current version of these Terms of Service shall be available on RTB House website, at the address: <a href="https://www.rtbhouse.com/rtb-house-pte-ltd-tw/">https://www.rtbhouse.com/rtb-house-pte-ltd-tw/</a>.</li><li data-bbox="790 952 1383 1400">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.</li><li data-bbox="790 1444 1383 1803">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.</li><li data-bbox="790 1848 1383 1975">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.</li></ol>
--	--

	<p>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, any disputes shall be settled in the competent court having the jurisdiction over the registered office of RTB House.</p> <p>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.</p> <p>These Regulations 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 Regulations shall prevail.</p>
--	---