

*Effective as of November 19<sup>th</sup>, 2018*

## **TERMS AND CONDITIONS FOR THE PROVISION OF ADVERTISING SERVICES**

### **1. GENERAL TERMS AND DEFINITIONS**

1.1 These Terms and Conditions shall apply to the provision of advertising services offered by **RTB House Limited** ('**RTB HOUSE**'). They also define the scope of the rights and obligations of the Client and of RTB HOUSE respectively.

1.2 By placing an Order for advertising services, as defined below, the Client acknowledges that they have read and accepted these Terms and Conditions in their entirety.

1.3 The following terms, as used herein, shall have the following meaning:

**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 an Order Form RTB HOUSE is approved by both Parties and placed in accordance with section 2 of these Terms and Conditions;

**Client Material** – all information and documentation in any form provided by the Client to RTB HOUSE to enable RTB HOUSE to provide the Services as stated in the Order Form;

**Client** – a natural person or legal entity which purchases Services from RTB HOUSE. The Client shall comply with these Terms and Conditions regardless of whether the Service is ordered in its own name or via a Third party;

**Group Companies** – natural persons or legal entities within RTB House group, including but not limited to associated, dependent and dominant companies or partnerships, sole traders, who permanently cooperate with any company within RTB House group in the course of its business, etc.;

**Order** – order for Services, placed to RTB HOUSE by the Client, by means of the Order Form;

**Parties** – together RTB HOUSE and the Client or individually as the **Party**;

**Remuneration** – remuneration due to RTB HOUSE for the provision of Services listed in the Order Form;

**RTB HOUSE** – the company operating under the business name 'RTB House' incorporated under the name 'RTB House Limited' and registered in England and Wales under company number 10523064 whose registered office is at Kemp House, 160 City Road, London, United Kingdom EC1V 2NX;

**Services** – advertising services, in particular, services in Real Time Bidding ('**RTB**') technology, provided by RTB HOUSE and including:

- RTB Personalized Retargeting - the service comprises making use of data gathered from internet service users in order to display advertising messages tuned to their individual preferences;
- Other advertising services, in particular advertising services in RTB technology, included in the commercial offer of RTB HOUSE;
- Other services as agreed with the Client.

**Terms and Conditions** – these Terms and Conditions for the provision of advertising services by RTB HOUSE;

**Third Party** - Any person who is not a party to the contract between the Parties has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

1.4 If RTB HOUSE seeks to modify the provisions of these Terms and Conditions at any time, RTB HOUSE shall promptly notify the Client of such changes via e-mail to the Client's e-mail address (as specified in the Order Form). Once notified, the Client can elect to terminate the Agreement upon notice as per Clause 8 below. During the notice period, the Terms and Conditions as applicable prior to the modification shall continue to apply.

## 2. PROCEDURE FOR ORDER PLACEMENT

2.1 RTB HOUSE shall provide its Services only if the Client has placed the Order and provided it with contents to be issued, compliant with these Terms and Conditions. The Order shall be placed by the Client in one of the following forms:

- a) In written form, signed by the Parties;
- b) As a scan of the Order Form, signed by the Client and sent electronically at the e-mail address indicated in the Order Form; or,
- c) As an e-mail confirmation of the terms of co-operation included herein and in the Order Form sent to the Client. The confirmation shall include an explicit written acceptance of the said documents and shall be sent at the e-mail address indicated in the Order Form;
- d) As an online Order Form, duly executed with e-signature.

2.2 Subject to paragraph 3 below, the Agreement shall be concluded on the date on which RTB HOUSE unequivocally accepts the entire Order. This can be either acceptance of a signed Order Form or explicit written acceptance by e-mail from RTB HOUSE.

## 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES

3.1 The Client hereby declares and warrants to RTB HOUSE that:

- a) They hold and/or own all proprietary copyrights and industrial and/or intellectual property rights and/or required licenses to Client Material provided to RTB HOUSE, enabling the latter to use them for the provision of Services as stated in the Order Form.

- b) The use or publication of Client Material will not give rise to RTB HOUSE's obligation to pay any remuneration or any other liability to the Client or to any Third Party. The Client shall indemnify RTB HOUSE against all 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 Client Material 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 Client Material in order for Services to be provided in a proper manner;
- d) Their data included in the placed Order Form corresponds to the actual state. Should such data be changed after the Order Form has been received by RTB HOUSE, the latter shall immediately, but not later than within 3 (three) calendar days since its change, inform RTB HOUSE accordingly, by sending written notice by e-mail to: [finance.uk@rtbhouse.com](mailto:finance.uk@rtbhouse.com);
- e) None of the Client's actions in relations to the ordered Services shall violate any applicable laws on personal data protection as well as any applicable regulations of European Union law in this regard.
- f) Client Material shall not:
  - I. Violate any copyrights, patents, trademarks, trade secrets or other ownership rights of Third Parties, whether proprietary or personal ones, including the right of publicity;
  - II. Include any contents contrary to law or public policy or normal standards of public behavior;
  - III. Include contents which are vulgar, abusive or pornographic;
  - IV. Promote aggression and/or constitute hate speech;
  - V. Include any malware, ransomware or similar software, in particular, viruses, "Trojan horses", "computer worms", "time bombs" or data erasers;
  - VI. The Client Material provided to RTB HOUSE, as well as the content of Client websites, to which the Material would redirect, shall be compliant with the applicable laws.
- g) The Client hereby acknowledges and agrees that each banner will include a link to RTB HOUSE's Privacy Policy page (<http://rtbhouse.com/privacy.php>) that will include information on how to disable RTB HOUSE's Services (and insert an "opt-out" link).
- h) Should Client Material not be compliant with the requirements of this Clause 3.1, RTB HOUSE reserves the right to unilaterally suspend the provision of Services to the Client until the Client sends the complaint Client Material.

- i) The Client shall closely co-operate with RTB HOUSE in the provision of Services and shall promptly provide RTB HOUSE with any and all information needed for the provision of the Services. The Client shall use reasonable endeavours to promptly and immediately inform RTB HOUSE about any changes or occurrences which may impact the execution of Services or the mutual co-operation of the Parties, including any decisions concerning their liquidation, declaration of bankruptcy or scheduled technical breaks.
- j) To the extent necessary to ensure the proper execution of Services as agreed in the Order Form, the Client shall authorize RTB HOUSE to use their name and logotype.
- k) Based on the Client Material, RTB HOUSE shall develop banner creations to be used for the provision of Services.
- l) The Client is entitled to provide reasonable creative direction and feedback on banners **when requested by the Client** and if so, the Client shall approve the banner creations before publication. The Client must send its approval within 7 (seven) working days of receiving the banner creations from RTB HOUSE, otherwise the banner creations shall be deemed accepted.
- m) Subject to the Client's prior consent (written- e-mail shall be acceptable- or verbal), RTB HOUSE shall have the right to use basic Client data (such as the Client's business name, logo and website address), for RTB HOUSE's product and business development purposes.

3.2 RTB HOUSE warrants that the Services it performs under the Agreement shall be performed using reasonable skill and care and of a quality conforming to generally accepted industry standards and practices.

3.3 Except as expressly accepted in these Terms and Conditions, all warranties whether express or implied are hereby excluded in relation to the Services to be provided by RTB HOUSE.

3.4 RTB HOUSE's provision of Services to the Client may be subject to additional conditions from time to time, which shall be agreed between the parties separately via email.

3.5 RTB HOUSE may, at its sole discretion, subcontract any of the Services to a Group Company or an affiliated company hereunder without the prior consent of or notice to the Client.

#### **4. LIMITATION OF LIABILITY**

4.1 RTB HOUSE and any Group Company shall not be held liable for any delay, failure or damage to the Client connected with the provision of any of its 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 rights referred to elsewhere in this Agreement or caused by the action or neglect of the Client or of Third Parties for which the Client is liable.
- b) Act of force majeure, understood as an event or circumstances (including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by Third

Parties of equipment or services) which could not have been foreseen and which are beyond the control of RTB HOUSE and/or the Client as appropriate. RTB HOUSE and any affiliated and Group Company or Third Parties that it works with in the provision of the Services shall be entitled to a reasonable extension of its obligations after notifying the Client of the nature and extent of such events.

c) The violation of the provisions of these Terms and Conditions by the Client.

4.2 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Party to the other Party in respect of any claim whatsoever or breach of the Order Form, Agreement or these Terms and Conditions, whether or not arising out of negligence, shall be limited in any event and as full and final settlement to the amount equal to £30 000 (thirty thousand British pounds).

4.3 In no event shall one Party or any of their Group Companies be liable to the other Party for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or any Party had been made aware of the possibility of the other Party incurring such a loss. The Parties jointly agree that their liability for loss of profits, revenue, business, goodwill or other consequential losses, howsoever incurred, is hereby excluded.

4.4 Other than the requirements regarding goods and services applicable to consumer contracts in English law, RTB HOUSE and any Group Company do not provide any guarantees as to the suitability for specific purpose or the absence of defects of Services hereunder. The statutory warranty for physical or legal defects of Services shall be excluded.

4.5 Nothing in these Terms and Conditions shall exclude or limit either Party's liability for death, fraud or personal injury resulting from its negligence or that of its employees, agents or sub-contractors.

4.6 RTB HOUSE shall not be liable to Third Parties for the contents and quality of Client Material.

## **5. INDEMNITY**

5.1 The Client shall indemnify RTB HOUSE against all 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 the Agreement with RTB HOUSE

5.2 Should any actual or potential Third Party claims arise against RTB HOUSE as a result of disseminated Client Material (including, but not limited to, allegations or claims for breach of copyright), the Client shall be obliged, irrevocably, unconditionally and at the first request of RTB HOUSE to pay 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 any valid court decision, within 14 (fourteen) days of a demand being served on the Client, without prejudice to RTB HOUSE's rights to claim any other remedies under 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.

5.3 Should any actual or potential Third-Party claims arise against RTB HOUSE as a result of disseminated Client Material, RTB HOUSE reserves the right to immediately suspend the provision of Services to the Client 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.

## **6. REMUNERATION**

6.1 For the provision of Services, as agreed in the Order Form, RTB HOUSE shall be entitled to receive from the Client the monthly Remuneration in the net amount stated in the Order Form. The Remuneration amount shall be increased by any applicable VAT amount, calculated at the rate applicable on the day of issuance of the VAT invoice.

6.2 The methods of the Remuneration payment shall be described in the Order Form.

6.3 Should the payment deadline stated in the VAT invoice be exceeded, the Client shall pay statutory interest calculated from the first day of default.

6.4 If the payment of invoice is delayed and the Client does not settle the payment within 14 working days upon receiving a payment reminder sent after the payment deadline stated in the VAT invoice, RTB HOUSE retains the right to suspend its Services with immediate effect if the Client fails to clear any due invoices in a timely manner, until payment is received.

## **7. COMPLAINTS PROCEDURE**

7.1 RTB HOUSE strives to perform its work and associated duties in a timely, reasonable and fair manner. However, if the Client is dissatisfied any complaints must be raised in writing to the e-mail address: [customers@rtbhouse.com](mailto:customers@rtbhouse.com), promptly and within 30 (thirty) days since the event which gave rise to the complaint.

7.2 Complaints must be clearly set out in writing and specify at least the name of the complaining entity/individual as well as providing a full description of the event giving rise to the complaint (including campaign statistics or screens if they confirm the Client's position) to enable RTB HOUSE to action and address the complaint properly.

7.3 RTB HOUSE shall respond to the complaint within 14 (fourteen) days of receipt, provided that it contains all the details required under paragraph 7.2 above. Should the complaint notification be incomplete, the complaint handling deadline shall run from the date of receipt by RTB HOUSE of a complete notification.

## **8. TERMINATION OF THE AGREEMENT**

8.1 The Agreement between the Client and RTB HOUSE shall be concluded for a definite term, as stated in the Order Form.

8.2 The Agreement between the Client and RTB HOUSE is concluded for an indefinite term, if no definite term is outlined in the Order Form. If so, either Party shall have the right to validly



terminate the Agreement without reason and at any time, subject to a 30 (thirty) day written notice period to the other Party.

8.3 The Parties shall have the right to terminate the Agreement with immediate effect and without notice if:

- a) The other Party commits a material breach of the Agreement which cannot be remedied under any circumstances;
- b) The other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction); is declared insolvent; convenes a meeting of or makes or proposes to make any arrangement with its creditors; if a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets or a court of competent jurisdiction makes an order to that effect; or,
- c) The other Party ceases to carry on its business or substantially the whole of its business.

8.4 The Parties shall have the right to terminate the Agreement with immediate effect if any of them commits a material breach of the Agreement. If the breach is capable of being remedied, the Party terminating the Agreement shall send 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), notice to cease and desist from the breach in 7 (seven) working days from delivery of the notice. After 7 (seven) working days have elapsed without effect, the Party not in breach shall have the right to terminate the Agreement with immediate effect.

8.5 Should the Agreement be terminated or expire, for whatever reason, the Client shall pay RTB HOUSE the Remuneration for the provision of agreed Services due for the period between commencement up to termination or expiry.

8.6 On the Client's request, RTB HOUSE can provide the Client with access to its account in the Client's panel. In such a case, the Client may be authorized to suspend the Services promptly. If the Client account provided by RTB HOUSE is unavailable, following notification from the Client to suspend Services, RTB HOUSE shall seek to comply with this request promptly and as soon as practicable.

## 9. CONFIDENTIALITY

9.1 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 information received from each other, namely all confidential or proprietary information relating to technical, technological, organizational or other information with business value relating to the disclosing party's business (or associated group businesses), provided by each of the Parties in every form, whether in writing, verbally or electronically and concerning their mutual co-operation, 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 including or reflecting such information (hereafter "**Confidential Information**").

- 9.2 Any data obtained concerning the Client's behaviour within its own websites and collected from such websites during the Client's advertising campaign shall be used RTB HOUSE solely for the provision of the Services to the Client.
- 9.3 RTB HOUSE is entitled to transfer Confidential Information received from the Client (as well as internal data prepared by it) to its affiliate or Group Company, provided that such transfer is necessary for the execution of the Client's campaign as per the Services agreed.
- 9.4 Information shall not be considered as Confidential Information if:
- a) It is, in itself, the fact of co-operation between the Parties,
  - b) It is, or becomes, in the public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of any of the Parties, their staff/collaborators and advisors.
  - c) It is, or will become, available to the Parties from a source which is not the other Party, provided that the entity/individual disclosing such information is not bound with one of the Parties by the obligations under confidentiality clause or agreement.
  - d) It has been acquired independently from the other Party, as a result of works executed by the Party or their advisors to which Confidential Information has not been disclosed.
- 9.5 The Parties agree not to disclose Confidential Information received from the other Party to Third Parties, excepting disclosure to its associated and Group Company, advisors, employees, managers, or persons providing services to the Parties or its associated entities under contracts of mandate, or another legal relationship, business partners (such as publishers, Site Supply Platforms) solely for the purpose of mutual co-operation and only if the disclosure is needed for that purpose, unless the Party affected by the Confidential Information provides written consent for its use, transfer or disclosure.
- 9.6 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 co-operation.
- 9.7 The confidentiality obligation on the receiving party shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, by law or the judgment or decision issued by a competent court or another judicial or administrative body whose jurisdiction covers the Party requested to disclose such Confidential Information.
- 9.8 The confidentiality obligation and the confidentiality protection, as 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.
- 9.9 The confidentiality obligation referred to in this clause 9 shall be binding for the Parties both during the provision of Services and for the period of 2 (two) years after the termination or expiration of the Agreement between them.



**10. GOVERNING LAW AND JURISDICTION**

The Parties agree to use reasonable endeavors to resolve any disputes arising in the course of their mutual cooperation amicably at first instance. Should they fail to do so, this Agreement and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

**11. ENTIRE AGREEMENT**

The Agreement as defined herein contains the entire agreement between the Parties relating to the subject matter and terminates, supersedes and replaces all and any previous arrangements, agreements, understandings or proposals, oral or written. Unless expressly provided elsewhere in the Agreement, the Agreement may be varied only by a document signed by both Parties.

**12. NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a Third Party.

**13. SEVERABILITY**

Should any of the provisions of the Agreement between the Parties be legally considered as invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision will be severed and the remainder of the provisions herein shall continue in full force and effect. 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.

**14. ASSIGNMENT**

The Client is not entitled to assign their rights or obligations under the Agreement, whether in whole or in part, without the previous written consent of RTB HOUSE.

Save as stated herein, both Parties acknowledge and agree that RTB House may assign its rights and obligations under the Agreement, whether in whole or in part, to its affiliated or Group Companies.

**15. WAIVER**

The failure by either Party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

**16. NOTICES**

Any notice to be given by either Party to the other may be served by e-mail, fax, personal service or by post to the address of the other Party given as an address for service or such other address as such Party may from time to time have communicated to the other in writing (including fax and e-mail), and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

**17. DATA PROTECTION ACT**

All parties involved in the Agreement will understand and follow the rules and regulations of the Data Protection Act 1998. This includes codes of practice and the confidentiality of personal information.

**18. CONFLICT**

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.

**19. PREVAILING LANGUAGE**

These Terms and Conditions have been written in English but may be translated into other languages. If any discrepancies arise on translation or interpretation, the English language version of these Terms and Conditions shall prevail.

**END**