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| <p>[version 2.2, February<sup>22nd</sup>, 2022]</p> <p style="text-align: center;"><b>TERMS OF SERVICE</b></p> <p>The following Terms of Service ("<b>Terms</b>") apply to the digital advertising services provided by <b>RTB House LATAM Limited</b> incorporated in the United Kingdom with company number 10928375 whose registered office is at 293 Green Lanes, London, N13 4XS, VAT no. GB288543360 ("<b>RTB House</b>"), and specify the mutual rights and obligations of RTB House and its client ("<b>Client</b>") (collectively referred to as the "<b>Parties</b>" and individually as the "<b>Party</b>").</p> <p><b>1. DEFINITIONS</b></p> <p>1.1. "<b>Services</b>" – digital advertising services specified in the Order, provided by RTB House;</p> <p>1.2. "<b>Affiliate</b>" – a Party's subsidiary, its holding company, the subsidiary of its holding company and any other company that is directly or indirectly controlled by the Party, controls the Party or is under common control with the Party;</p> <p>1.3. "<b>Agreement</b>" – an agreement for the provision of Services concluded between the Client and RTB House comprising the Terms and the Order;</p> <p>1.4. "<b>Data Processing Addendum</b>" – a separate agreement executed by the Parties concerning the processing of the personal data of Users for the purpose of providing the Services, constituting an Appendix to these Terms;</p> <p>1.5. "<b>Order</b>" – an order for Services, executed by the Parties which specifies the scope, duration and remuneration for the Services and any additional terms of providing the Services;</p> <p>1.6. "<b>Confidential Information</b>" – any information of commercial value, in particular concerning the disclosing Party's or its Affiliates' technology, business, financial situation, personnel, trade secrets, strategies, operations, assets, liabilities, historical, current and projected sales or marketing and advertising plans, in whatever form it is disclosed by or on behalf of the disclosing Party to the receiving Party, whether or not marked as confidential;</p> | <p>[versión 2.2, 22 de febrero de 2022]</p> <p style="text-align: center;"><b>CONDICIONES DE SERVICIO</b></p> <p>Las siguientes Condiciones de servicio ("<b>Condiciones</b>") se aplican a los servicios de publicidad digital proporcionados por <b>RTB House LATAM Limited</b> constituida en el Reino Unido con el número de sociedad 10928375 cuyo domicilio social está en 293 Green Lanes, Londres, N13 4XS, número de IVA. GB288543360 ("<b>RTB House</b>"), y especifican los derechos y obligaciones mutuos de RTB House y su cliente ("<b>Cliente</b>") (denominados conjuntamente como las "<b>Partes</b>" e individualmente como la "<b>Parte</b>").</p> <p><b>1. DEFINICIONES</b></p> <p>1.1. "<b>Servicios</b>": servicios de publicidad digital especificados en el Pedido, proporcionados por RTB House;</p> <p>1.2. "<b>Afiliado</b>": la subsidiaria de una Parte, su compañía tenedora, la subsidiaria de su compañía tenedora y cualquier otra compañía que esté controlada directa o indirectamente por la Parte, controle a la Parte o esté bajo control común con la Parte;</p> <p>1.3. "<b>Acuerdo</b>": un acuerdo para la prestación de Servicios celebrado entre el Cliente y RTB House que comprende las Condiciones y el Pedido;</p> <p>1.4. "<b>Anexo de procesamiento de datos</b>": un acuerdo separado ejecutado por las Partes sobre el procesamiento de datos personales de los Usuarios con el fin de proporcionar los Servicios, que constituye un Apéndice de estas Condiciones;</p> <p>1.5. "<b>Pedido</b>": un pedido de Servicios, realizado por las Partes, que especifica el alcance, la duración y la remuneración por los Servicios, así como cualquier condición adicional de prestación de los Servicios;</p> <p>1.6. "<b>Información confidencial</b>": cualquier información de valor comercial, en particular sobre la tecnología, los negocios, la situación financiera, el personal, los secretos comerciales, las estrategias, las operaciones, los activos, los pasivos, las ventas o los planes de marketing y publicidad históricos, actuales y proyectados de la Parte divulgadora o sus Afiliados, en cualquier forma que sea revelada por o en nombre de la Parte divulgadora a la Parte receptora, esté o no marcada como confidencial;</p> |
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| <p>1.7. <b>“Authorized Recipients”</b> – a Party’s Affiliates or such Party’s and its Affiliates’ directors, officers, employees, sub-contractors, and professional advisors who must process the Confidential Information for the purpose of the performance of the Agreement, necessary business reporting or auditing procedures within the Party’s corporate group, or other legitimate reasons;</p> <p>1.8. <b>“Advertising Materials”</b> – any images, graphics, videos, fonts, information, text, data, or other materials provided by the Client to RTB House, to be included in the Banner Creations;</p> <p>1.9. <b>“Banner Creation”</b> – a digital advertisement of the Client’s products or services, created by RTB House on the basis of Advertising Materials for the purpose of displaying on the Inventory;</p> <p>1.10. <b>“Inventory”</b> – digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed.</p> <p>1.11. <b>“Intellectual Property Rights”</b> – any patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets and other legal interests recognized or protected as intellectual property under applicable laws;</p> <p>1.12. <b>“User”</b> – an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom personalized Banner Creations are to be displayed on the Inventory.</p> <p>1.13. <b>“Working Day”</b> - any day that is not a Saturday, a Sunday, or a bank or public holiday in England.</p> <p><b>2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES</b></p> <p>2.1. The Agreement will be concluded by the Parties upon the execution of the Order.</p> <p>2.2. The Order may be executed by the authorized representatives of the Parties: (a) in written form – by the exchange of signed documents; (b) in electronic form – by the exchange of the scanned copies of signed documents via e-mail; or (c) by using e-signature – in accordance with the relevant provisions of the applicable laws.</p> <p>2.3. Upon the conclusion of the Agreement and if applicable, RTB House will provide the Client with guidance on the implementation of RTB House</p> | <p>1.7. <b>“Destinatarios autorizados”</b>: los Afiliados de una Parte o los directores, funcionarios, empleados, subcontratistas y asesores profesionales de dicha Parte y de sus Afiliados que necesitan procesar la Información confidencial para el cumplimiento del Acuerdo, los informes comerciales necesarios o los procedimientos de auditoría dentro del grupo corporativo de la Parte o por otras razones legítimas;</p> <p>1.8. <b>“Materiales publicitarios”</b>: cualquier imagen, gráfico, video, fuente, información, texto, datos u otros materiales proporcionados por el Cliente a RTB House, que se incluirán en las Creaciones de banners;</p> <p>1.9. <b>“Creación de banner”</b>: un anuncio digital de los productos o servicios del Cliente, creado por RTB House sobre la base de Materiales publicitarios con el fin de mostrarse en el Inventario;</p> <p>1.10. <b>“Inventario”</b>: espacio publicitario digital en sitios web de terceros y aplicaciones móviles, en el que se mostrarán las Creaciones de banners.</p> <p>1.11. <b>“Derechos de propiedad intelectual”</b>: todas las patentes, diseños industriales, derechos de autor, marcas comerciales, indicaciones geográficas, secretos comerciales y otros intereses legales reconocidos o protegidos como propiedad intelectual según las leyes aplicables;</p> <p>1.12. <b>“Usuario”</b>: un usuario final que visita propiedades digitales, incluidos sitios web y aplicaciones móviles, controladas por el Cliente, a quien se deben mostrar Creaciones de banners personalizadas en el Inventario.</p> <p>1.13. <b>“Día laborable”</b>: cualquier día que no sea un sábado, un domingo o un día festivo en Inglaterra.</p> <p><b>2. CONCLUSIÓN DEL ACUERDO Y CONFIGURACIÓN DE LOS SERVICIOS</b></p> <p>2.1. El Acuerdo será concluido por las Partes tras la realización del Pedido.</p> <p>2.2. El Pedido puede ser realizado por los representantes autorizados de las Partes: (a) por escrito, mediante el intercambio de documentos firmados; (b) en formato electrónico: mediante el intercambio de copias escaneadas de documentos firmados por correo electrónico; o (c) mediante el uso de la firma electrónica, de conformidad con las disposiciones pertinentes de las leyes aplicables.</p> <p>2.3. Tras la conclusión del Acuerdo y, si corresponde, RTB House proporcionará al Cliente orientación sobre la implementación de las tecnologías de seguimiento</p> |
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| <p>tracking technologies (tags) on digital properties controlled by the Client, necessary to collect information on Users' activity on such digital properties and to perform the Services. RTB House will comply with the Client's requests as to the types of tags to be implemented on the Client's digital properties and upon the Client's specific instructions will also: (i) provide additional, customized tags to be implemented on the Client's digital properties, to the extent that it does not adversely affect the Services; and (ii) use additional data provided by the Client for the purpose of the Client's campaign optimization.</p> | <p>(etiquetas) de RTB House en las propiedades digitales controladas por el Cliente, necesarias para recopilar información sobre la actividad de los Usuarios en dichas propiedades digitales y realizar los Servicios. RTB House cumplirá con las solicitudes del Cliente en cuanto a los tipos de etiquetas que se implementarán en las propiedades digitales del Cliente y, según las instrucciones específicas del Cliente, también: (i) proporcionará etiquetas adicionales personalizadas para implementar en las propiedades digitales del Cliente, en la medida en que no afecta negativamente a los Servicios; y (ii) utilizará datos adicionales proporcionados por el Cliente para la optimización de la campaña del Cliente.</p> |
| <p>2.4. On the basis of the Advertising Materials supplied by the Client, RTB House will develop Banner Creations for the provision of the Services. RTB House will send draft Banner Creations for the Client's approval before their display on the Inventory. If the Client does not respond within <b>2 (two) Working Days</b> from the receipt of the draft Banner Creation, such Banner Creation is deemed to have been accepted by the Client for display.</p>                                                                                                                                                                                       | <p>2.4. Sobre la base de los Materiales publicitarios suministrados por el Cliente, RTB House desarrollará Creaciones de banners para la prestación de los Servicios. RTB House enviará el borrador de Creaciones de banners para la aprobación del cliente antes de su visualización en el Inventario. Si el Cliente no responde dentro de los <b>2 (dos) Días laborables</b> a partir de la recepción del borrador de la Creación de banner, dicha Creación de banner se considera aceptada por el Cliente para su visualización.</p>                                                                                                                                                                                                      |
| <p>2.5. The selection and display of Banner Creations by RTB House to the Users will be based in particular on the Banner Creations placement context or the Users' profiles containing information on their prior activity on the Client's digital properties. The User profile data will be processed by RTB House exclusively to provide Services for the Client and will remain separated from data processed by RTB House on behalf of other clients or its own datasets.</p>                                                                                                                                                                          | <p>2.5. La selección y visualización de las Creaciones de banners por RTB House a los Usuarios se basará en particular en el contexto de colocación de las Creaciones de banners o en los perfiles de los Usuarios que contengan información sobre su actividad previa en las propiedades digitales del Cliente. Los datos del perfil del Usuario serán procesados por RTB House exclusivamente para proporcionar Servicios al Cliente y permanecerán separados de los datos procesados por RTB House en nombre de otros clientes o de sus propios conjuntos de datos.</p>                                                                                                                                                                   |
| <p>2.6. Upon request, the Client will be granted access to the Client panel, enabling the management of advertising campaigns conducted on its behalf.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>2.6. A petición del Cliente, se le concederá acceso al panel de Cliente, permitiendo la gestión de las campañas publicitarias realizadas en su nombre.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>3. REPRESENTATIONS AND OBLIGATIONS OF RTB HOUSE</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>3. DECLARACIONES Y OBLIGACIONES DE RTB HOUSE</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>3.1. RTB House hereby represents that: (a) it has all the necessary rights and authority to enter into and perform its obligations under the Agreement; (b) the conclusion of this Agreement and the performance of its respective obligations</p>                                                                                                                                                                                                                                                                                                                                                                                                       | <p>3.1. RTB House declara que: (a) tiene todos los derechos y permisos necesarios para asumir y cumplir sus obligaciones en virtud del Acuerdo; (b) la celebración de este Acuerdo y el cumplimiento de sus respectivas obligaciones en virtud del presente no violan ningún</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <p>hereunder do not violate any agreement to which RTB House is a party or by which it is otherwise bound; (c) it holds all necessary rights to its display advertising technology; (d) the tags to be implemented on the Client's digital properties (if applicable) will not contain any malware, in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.</p> <p>3.2. RTB House undertakes to perform the Services in a professional and efficient manner, in accordance with the best market practices.</p> <p>3.3. RTB House may engage such subcontractors as in RTB House's reasonable judgement may be advantageous to perform its obligations under the Agreement.</p> <p>3.4. While providing the Services RTB House will take appropriate measures to protect the Client's brand and goodwill, in particular through the diligent selection of the Inventory for the display of Banner Creations.</p> <p>3.5. RTB House disclaims all warranties, including but not limited to any implied warranties of merchantability, title, or fitness for a particular purpose of the Services. RTB House makes no representations regarding the specific commercial results that the Client may obtain from the provided Services.</p> <p><b>4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT</b></p> <p>4.1. The Client hereby represents that: (a) it has all the necessary rights and authority to enter into and perform its obligations under the Agreement; (b) it holds all the necessary rights, including, without limitation, Intellectual Property Rights, or required licenses to the Advertising Materials supplied to RTB House for further display; (c) the Advertising Materials supplied to RTB House will: (i) not violate any Intellectual Property Rights or any other rights of third parties; (ii) not include any content which is contrary to applicable laws or regulations; (iii) not contain any material that is indecent, vulgar, abusive, defamatory, and obscene or pornographic and promotes aggression or hate speech; (iv) not contain any malware, in particular viruses, "Trojan horses," "computer worms," "time bombs," or data erasers; (v) comply at all times with all applicable</p> | <p>acuerdo del que RTB House sea parte o por el cual esté vinculada de otro modo; (c) posee todos los derechos necesarios sobre su tecnología de publicidad en pantalla; (d) las etiquetas que se implementarán en las propiedades digitales del Cliente (si corresponde) no contendrán ningún malware, en particular virus, "caballos de Troya", "gusanos informáticos", "bombas de tiempo" o borradores de datos.</p> <p>3.2. RTB House se compromete a realizar los Servicios de manera profesional y eficiente, de acuerdo con las mejores prácticas de mercado.</p> <p>3.3. RTB House puede contratar a subcontratistas quienes, a juicio razonable de RTB House, puedan resultar ventajosos para cumplir con sus obligaciones en virtud del Acuerdo.</p> <p>3.4. Al proporcionar los Servicios RTB House tomará las medidas apropiadas para proteger la marca y el fondo de comercio del Cliente, en particular a través de la selección diligente del Inventario para la exhibición de Creaciones de banners.</p> <p>3.5. RTB House excluye cualquier garantía, incluidas, entre otras, las garantías implícitas de comerciabilidad, título o idoneidad para un propósito particular de los Servicios. RTB House no hace ninguna declaración con respecto a los resultados comerciales específicos que el Cliente puede obtener de los Servicios proporcionados.</p> <p><b>4. DECLARACIONES Y OBLIGACIONES DEL CLIENTE</b></p> <p>4.1. El Cliente declara que: (a) tiene todos los derechos y autoridad necesarios para asumir y cumplir sus obligaciones en virtud del Acuerdo; (b) posee todos los derechos necesarios, incluidos, entre otros, los Derechos de propiedad intelectual o las licencias requeridas para los Materiales publicitarios suministrados a RTB House para su posterior exhibición; (c) los Materiales publicitarios suministrados a RTB House: (i) no violarán ningún Derecho de propiedad intelectual ni ningún otro derecho de terceros; (ii) no incluirán ningún contenido que sea contrario a las leyes o reglamentos aplicables; (iii) no contendrán ningún material que sea indecente, vulgar, abusivo, difamatorio e obsceno o pornográfico y promueva la agresión o el incitación al odio; (iv) no contendrán ningún malware, en particular: virus, "troyano", "gusanos informáticos", "bombas de tiempo" o borradores de</p> |
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| <p>laws or regulations and the advertising and marketing codes of practice in any of the jurisdictions where the Client's Banner Creations are displayed; and (d) it shall be solely liable toward third parties for the contents and quality of the Advertising Materials supplied to RTB House.</p>                                                                                                                                                                                                                                                                                                                                             | <p>datos; (v) cumplirán en todo momento todas las leyes o regulaciones aplicables y con los códigos de práctica de publicidad y marketing en cualquiera de las jurisdicciones donde se muestran las Creaciones de banners del Cliente; y (d) será el único responsable ante terceros de los contenidos y la calidad de los Materiales publicitarios suministrados a RTB House.</p>                                                                                                                                                                                                                                                                                            |
| <p>4.2. The Client declares that the information provided to RTB House, especially the data included in the Order, is true, complete, and up-to-date. If any such information becomes outdated after the conclusion of the Agreement, the Client will inform RTB House thereof by sending a message to the following e-mail address: <a href="mailto:finance.latam@rtbhouse.com">finance.latam@rtbhouse.com</a> within <b>three (3) Working Days</b> after the occurrence of such change.</p>                                                                                                                                                     | <p>4.2. El Cliente declara que la información proporcionada a RTB House, especialmente los datos incluidos en el Pedido, es verdadera, completa y actualizada. Si dicha información queda desactualizada después de la conclusión del Acuerdo, el Cliente informará sobre ello a RTB House enviando un mensaje a la siguiente dirección de correo electrónico: <a href="mailto:finance.latam@rtbhouse.com">finance.latam@rtbhouse.com</a> dentro de los <b>tres (3) Días laborables</b> después de la ocurrencia de dicho cambio.</p>                                                                                                                                         |
| <p>4.3. The Client will closely cooperate with RTB House during the term of the Agreement, provide RTB House with all the information required for the proper provision of the Services, and comply with all the technical requirements and specifications related to the Services provided by RTB House. The Client will also inform RTB House about any changes or occurrence of any events that may impact the provision of the Services or the mutual cooperation of the Parties (including, but not limited to, any decision on the Client's liquidation, declaration of bankruptcy, or scheduled technical breaks) without undue delay.</p> | <p>4.3. El Cliente cooperará estrechamente con RTB House durante la vigencia del Acuerdo, proporcionará a RTB House toda la información necesaria para la correcta prestación de los Servicios y cumplirá con todos los requisitos técnicos y especificaciones relacionados con los Servicios proporcionados por RTB House. El Cliente también informará a RTB House sobre cualquier cambio o acontecimiento que pueda afectar a la prestación de los Servicios o la cooperación mutua de las Partes (incluyendo, pero no limitándose a cualquier decisión sobre la liquidación del Cliente, declaración de quiebra o pausas técnicas programadas) sin demoras indebidas.</p> |
| <p>4.4. If the Client is an advertising agency that procures the Services for its customer ("<b>End Customer</b>"), the Client shall ensure that all of the Client's obligations under this Agreement are also fulfilled by such End Customer. The Client shall contractually impose on its End Customer obligations that are not less onerous to the Client's obligations under this Agreement and shall be liable toward RTB House for any acts or omissions of its End Customer that are in breach of the provisions of this Agreement.</p>                                                                                                    | <p>4.4. Si el Cliente es una agencia de publicidad que adquiere los Servicios para su cliente ("<b>Cliente final</b>"), el Cliente se asegurará de que todas las obligaciones del Cliente en virtud de este Acuerdo también sean cumplidas por dicho Cliente final. El Cliente impondrá contractualmente a sus Clientes finales las obligaciones que no sean menos exigentes que las obligaciones del Cliente en virtud de este Acuerdo y será responsable ante RTB House por cualquier acto u omisión de su Cliente final que infrinja las disposiciones de este Acuerdo.</p>                                                                                                |
| <p><b>5. INTELLECTUAL PROPERTY RIGHTS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p><b>5. DERECHOS DE PROPIEDAD INTELECTUAL</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>5.1. In order for RTB House to provide the Services under the Agreement, the Client will grant or cause RTB House and RTB House Affiliates to be</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>5.1. Con el fin de que RTB House preste los Servicios en virtud del Acuerdo, el Cliente concederá o hará que se conceda a RTB House y a los Afiliados de RTB</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| <p>granted for the period of the provision of the Services a royalty-free, non-exclusive, worldwide license to use the Advertising Materials, which includes (without limitation) the name, logo, and trademarks of the Client for developing the Banner Creations and displaying the Banner Creations on the Inventory.</p> <p>5.2. The above license shall encompass in particular the right to: (a) display and make the Advertising Material available to the public; (b) reproduce, edit, alter, modify, and distribute the Advertising Material, in electronic storage media of any kind, as well as to compile and combine them with other contents or materials, including the right to use, display, and make available or distribute the edits, alterations, modifications, and compilations of the above in media of any kind; (c) record the Advertising Materials (in a machine-readable form) and to store them electronically in its own database; and (d) exercise on behalf of the creators of the Advertising Materials the right to decide on the integrity of these Advertising Materials.</p> <p>5.3. Unless expressly provided herein, this Agreement does not transfer the ownership of, or create any licenses (implied or otherwise), in any Intellectual Property Rights existing prior to the commencement of this Agreement and/or created by either Party during the term of this Agreement.</p> <p>5.4. All Intellectual Property Rights in and/or arising out of or in connection with the Services shall be owned by RTB House (but excluding the Intellectual Property Rights in the Advertising Materials, which will remain the property of the Client). For the avoidance of doubt, RTB House will own: (a) any content developed by or on behalf of RTB House and included in the Banner Creations (but excluding the Advertising Materials); (b) the design of the Banner Creations; (c) any RTB House technology used in connection with the Services; and (d) any documentation or other materials regarding the use thereof and related thereto.</p> <p>5.5. RTB House hereby grants the Client, for the period of the provision of the Services, a non-exclusive, worldwide license to use the Client's panel to the extent necessary and practicable for the</p> | <p>House, durante el período de prestación de los Servicios, una licencia mundial, no exclusiva y libre de derechos de autor para utilizar los Materiales Publicitarios, que incluye (sin limitación) el nombre, el logotipo y las marcas del Cliente para desarrollar las Creaciones de los Banners y mostrar las Creaciones de banners en el Inventario.</p> <p>5.2. La licencia anterior abarcará, en particular, el derecho a: (a) mostrar y poner el Material publicitario a disposición del público; (b) reproducir, editar, alterar, modificar y distribuir el Material publicitario, en soportes de almacenamiento electrónico de cualquier tipo, así como compilarlos y combinarlos con otros contenidos o materiales, incluido el derecho a utilizar, mostrar, poner a disposición o distribuir las ediciones, modificaciones, modificaciones y recopilaciones de lo anterior en medios de cualquier tipo; (c) registrar los Materiales publicitarios (en una forma legible por máquina) y almacenarlos electrónicamente en su propia base de datos; (d) ejercer en nombre de los creadores de los Materiales publicitarios el derecho a decidir sobre la integridad de estos Materiales publicitarios.</p> <p>5.3. A menos que se disponga expresamente en el presente, este Acuerdo no transfiere la propiedad ni crea ninguna licencia (implícita o de otro tipo) de ningún Derecho de propiedad intelectual existente antes del inicio de este Acuerdo y/o creado por cualquiera de las Partes durante la vigencia de este Acuerdo.</p> <p>5.4. Todos los Derechos de propiedad intelectual existentes y/o que surjan de o en relación con los Servicios serán propiedad de RTB House (pero excluyendo los Derechos de propiedad intelectual en los Materiales publicitarios que seguirán siendo propiedad del Cliente). Para evitar dudas, RTB House poseerá: (a) cualquier contenido desarrollado por o en nombre de RTB House e incluido en las Creaciones de banners (pero excluyendo los Materiales publicitarios); (b) el diseño de las Creaciones de banners; (c) cualquier tecnología de RTB House utilizada en relación con los Servicios; y (d) cualquier documentación u otros materiales con respecto al uso de los mismos y relacionados con los mismos.</p> <p>5.5. RTB House otorga al Cliente, durante el período de prestación de los Servicios, una licencia mundial no exclusiva para utilizar el panel del Cliente en la medida necesaria y factible para la ejecución del</p> |
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| <p>performance of the Agreement. The license shall constitute an integral part of the Services and is granted in consideration of the payment of the remuneration referred to in Section 6.1.</p>                                                                                                                                                                                                                                                                                                                                                                        | <p>Acuerdo. La licencia constituirá una parte integral de los Servicios y se concederá teniendo en cuenta el pago de la remuneración a que se refiere la Sección 6.1.</p>                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>6. PAYMENTS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>6. PAGOS</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>6.1. For the provision of Services, RTB House shall receive (and the Client shall pay) monthly remuneration from the Client. The method of calculation of the remuneration will be specified in the Order.</p>                                                                                                                                                                                                                                                                                                                                                        | <p>6.1. Por la prestación de los servicios, RTB House recibirá (y el Cliente deberá pagar) una remuneración mensual del Cliente. El método de cálculo de la remuneración se especificará en Pedido.</p>                                                                                                                                                                                                                                                                                                                                                                              |
| <p>6.2. The remuneration due to RTB House is exclusive of VAT and will be increased by any applicable tax at the rate applicable on the day of the issuance of the invoice. The Client will also cover all charges related to the completion of payment, in particular, bank charges for the transfer.</p>                                                                                                                                                                                                                                                               | <p>6.2. La remuneración adeudada a RTB House no incluye el VAT y se incrementará con cualquier impuesto aplicable al tipo vigente el día de la emisión de la factura. El Cliente también cubrirá todos los gastos relacionados con la realización del pago, en particular, los gastos bancarios de la transferencia.</p>                                                                                                                                                                                                                                                             |
| <p>6.3. The payments for Services must be made in the full amount, free of any deductions or withholdings. If there is any mandatory withholding or deduction, the Client shall gross up the payment so that RTB House receives the amount indicated in the invoice. The Client will be responsible for the settlement of any mandatory withholdings and deductions.</p>                                                                                                                                                                                                 | <p>6.3. Los pagos por los Servicios deben hacerse por el monto total, sin deducciones ni retenciones. Si hay alguna retención o deducción obligatoria, el Cliente aumentará el pago para que RTB House reciba la cantidad indicada en la factura. El Cliente será responsable de la liquidación de las retenciones y deducciones obligatorias.</p>                                                                                                                                                                                                                                   |
| <p>6.4. The remuneration shall be paid via bank transfer within the deadline stated in the invoice, in the currency indicated in the Order. The date that appears on RTB House's bank statement as the date of the receipt of payment is considered the date of payment. In case of failure to meet the deadline for payment indicated in the invoice, the Client will pay interest on due amounts at the rate specified in the Order for each day of default.</p>                                                                                                       | <p>6.4. La remuneración se pagará mediante transferencia bancaria dentro del plazo establecido en la factura, en la moneda indicada en el Pedido. La fecha que aparece en el extracto bancario de RTB House como la fecha de recepción del pago se considera la fecha de pago. En caso de incumplimiento del plazo de pago indicado en la factura, el Cliente pagará intereses sobre los importes adeudados según la tasa especificada en el Pedido, por cada día de incumplimiento.</p>                                                                                             |
| <p><b>7. CONFIDENTIALITY</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>7. CONFIDENCIALIDAD</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>7.1. Subject to Sections 7.2 and 7.3 below, each Party undertakes to: (a) keep secret and confidential all the Confidential Information of the other Party; (b) not disclose any Confidential Information to any person other than the Authorized Recipients, except as permitted under this Agreement; (c) use the Confidential Information only for purposes related to the performance of the Agreement or as otherwise permitted under this Agreement; and (d) exercise at least the same standard of care and security to protect the confidentiality of the</p> | <p>7.1. Respecto a las Secciones 7.2 y 7.3 a continuación, cada Parte se compromete a: (a) mantener secreto y confidencialidad con respecto a toda la Información confidencial de la otra Parte; (b) no divulgar ninguna Información confidencial a ninguna persona que no sean Destinatarios autorizados, excepto lo permitido por este Acuerdo; (c) utilizar la Información confidencial solo para fines relacionados con el cumplimiento del Acuerdo o según lo permitido por este Acuerdo; y (d) mantener al menos el mismo estándar de cuidado y seguridad para proteger la</p> |

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| <p>Confidential Information received by it as it uses to protect its own similar confidential information.</p> <p>7.2. The receiving Party's obligations under Section 7.1 will not apply to Confidential Information that: (a) has been independently developed by such receiving Party; (b) is, or becomes, generally available to the public other than as a result of the information being disclosed by the receiving Party or its Authorized Recipients or in breach of Section 7; (c) was available to the receiving Party or its Authorized Recipients on a non-confidential basis prior to disclosure by the other Party; (d) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (e) was lawfully in the possession of the receiving Party before the information was disclosed by the disclosing Party; and (f) the Parties agree in writing to be not confidential.</p> <p>7.3. The receiving Party may disclose the Confidential Information of the disclosing Party if and to the extent that it is required to do so by the binding provisions of law or by the court or regulatory agency or other public authorities, provided that the receiving Party: (a) to the extent permitted by law, notifies the disclosing Party with the reasonable prior written notice of the required disclosure and (b) limits the disclosure to the extent expressly required.</p> <p>7.4. The confidentiality obligation set out in Section 7 will be binding during the term of the Agreement and for a period of 3 (three) years after its termination or expiration.</p> <p>7.5. The Parties hereby acknowledge that due to the fact that, as a part of providing Services to the Client, Banner Creations displayed on the Inventory will include RTB House's name and logo, the fact of an ongoing commercial cooperation between the Parties does not constitute Confidential Information.</p> <p><b>8. PRIVACY</b></p> | <p>confidencialidad de la Información confidencial recibida que la utilizada para proteger su propia información confidencial similar.</p> <p>7.2. Las obligaciones de la Parte receptora según la Sección 7.1 no se aplicarán a la Información confidencial que: (a) haya sido desarrollada independientemente por dicha Parte receptora; (b) está, o se vuelve, generalmente disponible al público, excepto como resultado de la información revelada por la Parte receptora o sus Destinatarios autorizados o en incumplimiento de esta Sección 7; (c) estaba disponible para la Parte receptora o sus Destinatarios autorizados de forma no confidencial antes de la divulgación por la otra Parte; (d) estaba, está o se vuelve disponible para la Parte receptora de manera no confidencial por parte de una persona que, según el conocimiento actual de la Parte receptora, no tiene ninguna obligación de confidencialidad con respecto a esa información; (e) estaba legalmente en posesión de la Parte receptora antes de que la Parte divulgadora divulgara la información; y (f) las Partes acuerdan por escrito no ser confidenciales.</p> <p>7.3. La Parte receptora puede divulgar información confidencial de la Parte divulgadora si y en la medida en que así lo exijan las disposiciones legales vinculantes o el tribunal o la agencia reguladora u otras autoridades públicas, siempre que la Parte receptora: (a) en la medida permitida por la ley, notifique por escrito a la Parte divulgadora con un aviso previo razonable la divulgación requerida; y (b) limite la divulgación en la medida expresamente requerida.</p> <p>7.4. La obligación de confidencialidad establecida en esta Sección 7 será vinculante durante la vigencia del Acuerdo y por un período de 3 (tres) años después de su terminación o vencimiento.</p> <p>7.5. Las Partes reconocen que, debido a que, como parte de la prestación de Servicios al Cliente, las Creaciones de banners que se muestran en el Inventario incluirán el nombre y el logotipo de RTB House, el hecho de una cooperación comercial continua entre las Partes no constituye información confidencial.</p> <p><b>8. PRIVACIDAD</b></p> |
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| <p>8.1. The Parties acknowledge that, to provide the Services to the Client, RTB House: (a) uses cookies and similar tracking technologies (such as mobile device identifiers) that involve the storing of information or gaining access to information stored in Users' terminal equipment and (b) collects on behalf of the Client's certain categories of the personal data of Users through tags implemented on the Client's digital properties.</p> <p>8.2. The Client undertakes to inform Users about and obtain necessary consents for the storing of information or gaining access to information stored in the terminal equipment of such Users by RTB House or its Affiliates in accordance with legislation implementing European Union Directive 2002/58/EC (as modified by Directive 2009/136/EC) or any laws that supersede such legislation and guidelines issued by competent regulatory bodies before tracking technologies that require such storage or access are set or activated on Users' terminal equipment.</p> <p>8.3. The Client undertakes to publish on its digital properties a privacy policy that includes information about the use of RTB House technology on such digital properties and a link to the RTB House Services Privacy Policy. RTB House undertakes to include in each Banner Creation displayed during the performance of Services for the Client a direct link to the RTB House Opt-Out page.</p> <p>8.4. Any matters related to the processing of the personal data of Users in connection with the performance of the Services, where the Client acts as the data controller and RTB House as the data processor (including liability for any unlawful or inappropriate handling of such personal data) will be governed exclusively by the provisions of the Data Processing Addendum, which constitutes <b>Appendix 1</b> to these Terms.</p> <p><b>9. INDEMNITY &amp; LIABILITY</b></p> <p>9.1. The Client agrees to indemnify, hold harmless, and defend RTB House, its Affiliates and their respective directors, employees, and agents ("<b>RTB House Indemnified Parties</b>") from and against any</p> | <p>8.1. Las Partes reconocen que, para proporcionar los Servicios al Cliente, RTB House: (a) utiliza cookies y tecnologías de seguimiento similares (como identificadores de dispositivos móviles) que implican el almacenamiento de información o el acceso a la información almacenada en el equipo terminal de los Usuarios y (b) recopila en nombre de ciertas categorías del Cliente de los datos personales de los Usuarios a través de etiquetas implementadas en las propiedades digitales del Cliente.</p> <p>8.2. El Cliente se compromete a informar a los Usuarios y a obtener los consentimientos necesarios para el almacenamiento de información u obtener acceso a la información almacenada en el equipo terminal de dichos Usuarios por RTB House o sus Afiliados de conformidad con la legislación que implementa la Directiva 2002/58/CE de la Unión Europea (modificada por Directiva 2009/136/CE) o cualquier ley que sustituya dicha legislación, así como las directrices emitidas por los organismos reguladores competentes, antes de que las tecnologías de seguimiento que requieren dicho almacenamiento o acceso se configuren o activen en el equipo terminal de los Usuarios.</p> <p>8.3. El Cliente se compromete a publicar en sus propiedades digitales una política de privacidad que incluya información sobre el uso de la tecnología de RTB House en dichas propiedades digitales y un enlace a la Política de privacidad de los Servicios de RTB House. RTB House se compromete a incluir en cada Creación de banner que se muestre durante la prestación de los Servicios para el Cliente un enlace directo a la página de "opt-out" de RTB House.</p> <p>8.4. Cualquier asunto relacionado con el procesamiento de datos personales de los Usuarios en relación con el desempeño de los Servicios, donde el Cliente actúa como controlador de datos y RTB House como procesador de datos (incluida la responsabilidad por cualquier manejo ilegal o inapropiado de dichos datos personales) se regirá exclusivamente por las disposiciones del Anexo de procesamiento de datos, que constituye un <b>Apéndice 1</b> de estas Condiciones.</p> <p><b>9. INDEMNIDAD Y RESPONSABILIDAD</b></p> <p>9.1. El Cliente acepta indemnizar, eximir de responsabilidad y defender a RTB House, sus Afiliados y sus respectivos directores, empleados y agentes ("<b>Partes indemnizadas de RTB House</b>") de y</p> |
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| <p>and all claims, suits, demands, judgments, and proceedings of any kind (collectively "<b>Claims</b>") asserted or filed against any RTB House Indemnified Party by any third party or any government or industry organization, and any damages, losses, expenses, liabilities, or costs of any kind (including but not limited to reasonable attorneys' or witness' fees and court costs) incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), arising out of or related to any breach or alleged breach of any warranty, representation or covenant made by the Client, including (without limitation) those related to any actual or alleged infringement or violation of any Intellectual Property Rights or the other proprietary rights of a third party by the Advertising Materials supplied by the Client.</p> | <p>contra todos y cada uno de los reclamos, demandas, pleitos, juicios y procedimientos de cualquier tipo (colectivamente "<b>Reclamaciones</b>") afirmados o presentados contra cualquier Parte indemnizada de RTB House por un tercero o cualquier organización gubernamental o industrial, y cualquier daño, pérdida, gasto, responsabilidad o costo de cualquier tipo (incluidos, entre otros, honorarios razonables de abogados o testigos y costas judiciales) incurridos en relación con tales Reclamaciones (incluidas las necesarias para establecer con éxito el derecho a indemnización), que surja o esté relacionada con cualquier incumplimiento o presunto incumplimiento de cualquier garantía, representación o pacto hecho por el Cliente, incluyendo (sin limitación) los relacionados con cualquier infracción o violación real o presunta de cualquier derecho de propiedad intelectual o los demás derechos de propiedad de un tercero por el material publicitario suministrado por el Cliente.</p> |
| <p>9.2. Should the circumstances described above occur, RTB House will provide the Client with a prompt written notification of such Claim, and the Client will immediately provide RTB House with all the necessary documents and information that can have an impact on the outcome of relevant proceedings and with assistance in connection with such Claim. RTB House will have full control and authority to investigate, defend, and settle such Claim, provided that any settlement of such Claim requires prior consent of the Client (which shall not be unreasonably withheld).</p>                                                                                                                                                                                                                                                                                                   | <p>9.2. En caso de que ocurran las circunstancias descritas anteriormente, RTB House proporcionará al Cliente una notificación inmediata por escrito de dicha Reclamación, y el Cliente proporcionará inmediatamente a RTB House todos los documentos e información necesarios que puedan tener un impacto en el resultado de los procedimientos relevantes, así como la asistencia en relación con dicha Reclamación. RTB House tendrá pleno control y autoridad para investigar, defender y resolver dicha Reclamación, siempre que cualquier resolución de dicha Reclamación requiera el consentimiento previo del Cliente (que no se retendrá sin razón).</p>                                                                                                                                                                                                                                                                                                                                                          |
| <p>9.3. Except for the obligation to make payment of fees under the Agreement and liability related to the indemnification and processing of personal data, in no event shall either Party's aggregate liability arising out of or related to the Agreement for whatever cause, such as breach of contract, tort (including negligence), or otherwise, exceed the total value of the amounts due to RTB House pursuant to the Agreement in the six (6)-month period preceding the event giving rise to the Claim. This represents the maximum foreseeable damage at the conclusion of the Agreement, and both Parties agree that the calculation of remuneration charged by RTB House for the</p>                                                                                                                                                                                                | <p>9.3. Excepto por la obligación de hacer el pago de las tarifas bajo el Acuerdo, así como la responsabilidad relacionada con la indemnización y el procesamiento de datos personales, en ningún caso la responsabilidad agregada de cualquiera de las Partes que surja o esté relacionada con el Acuerdo por cualquier causa, como incumplimiento de contrato, agravio (incluyendo la negligencia) u otro, puede exceder el valor total de las cantidades adeudadas a RTB House de conformidad con el Acuerdo en el período de seis (6) meses anteriores al acontecimiento que dio lugar a la Reclamación. Esto representa el daño máximo previsible a la conclusión del Acuerdo y ambas Partes acuerdan que el cálculo de la remuneración cobrada por RTB House por los</p>                                                                                                                                                                                                                                             |

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| <p>Services is based on a division of risks between the Parties.</p> <p>9.4. RTB House will not be liable for any damage connected with the provision of the Services and resulting from: (a) discontinuity in the provision of the Services as a result of RTB House's use of rights referred to in Section 10.3, Section 10.6, or Section 10.7 and (b) action or omission, including the violation of any provision of the Agreement, by the Client or any third party for which the Client is liable.</p> <p>9.5. Except for liability arising from indemnification obligations, each Party's liability toward the other Party will cover solely direct money damages, and each Party's liability for any consequential, exemplary, special, indirect, incidental or punitive damages, including, but not limited to, damages for the loss of profits and use and business interruption, is hereby excluded, even if such damages were foreseeable or whether or not such Party has been advised of the possibility of such damages.</p> <p>9.6. Neither Party will be liable for delay or default in the performance of its respective obligations under the Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or labor disputes.</p> <p>9.7 Notwithstanding the foregoing, nothing in this Agreement shall limit or exclude the liability of either party for personal injury or death arising from its negligence, or for fraud, or any other liability which cannot be limited or excluded by law.</p> <p><b>10. TERMINATION OF THE AGREEMENT &amp; SUSPENSION OF SERVICES</b></p> <p>10.1. The term of the Agreement will be defined in the Order.</p> <p>10.2. Each Party will have the right to terminate the Agreement at any time, subject to a <b>30 (thirty) days'</b> notice period, by sending to the other Party a written notice by post or as a scan copy by e-mail</p> | <p>Servicios se basa en una división de riesgos entre las Partes.</p> <p>9.4. RTB House no será responsable de ningún daño relacionado con la provisión de los Servicios y que resulte de: (a) la discontinuidad en la provisión de los Servicios como resultado del uso de los derechos de RTB House mencionados en la Sección 10.3, Sección 10.6 o Sección 10.7 y (b) acción u omisión, incluida la violación de cualquier disposición del Acuerdo, por parte del Cliente o cualquier tercero por el que el Cliente sea responsable.</p> <p>9.5. A excepción de la responsabilidad derivada de las obligaciones de indemnización, la responsabilidad de cada Parte hacia la otra Parte cubrirá únicamente daños monetarios directos y queda excluida la responsabilidad de cada Parte por cualquier daño consecuente, ejemplar, especial, indirecto, incidental o punitivo, incluidos, entre otros, daños por pérdida de ganancias, la pérdida de uso y la interrupción del negocio, incluso si dichos daños eran previsibles o si dicha Parte ha sido informada o no de la posibilidad de dichos daños.</p> <p>9.6. Ninguna de las Partes será responsable del retraso o incumplimiento de sus obligaciones respectivas en virtud del Acuerdo si dicho retraso o incumplimiento es causado por condiciones más allá de su control razonable, que incluyen, entre otros, incendios, inundaciones, accidentes, terremotos, fallos de líneas de telecomunicaciones, cortes eléctricos, fallos de la red o disputas laborales.</p> <p>9.7 No obstante lo anterior, nada en el presente Acuerdo limitará o excluirá la responsabilidad de ninguna de las partes por lesiones personales o muerte derivadas de su negligencia, ni por fraude, ni ninguna otra responsabilidad que no pueda ser limitada o excluida por la ley.</p> <p><b>10. TERMINACIÓN DEL ACUERDO Y SUSPENSIÓN DE SERVICIOS</b></p> <p>10.1. El plazo del Acuerdo se definirá en el Pedido.</p> <p>10.2. Cada Parte tendrá derecho a rescindir el Acuerdo en cualquier momento, sujeto a un período de aviso de <b>30 (treinta) días</b>, enviando a la otra Parte un aviso por correo postal o como copia escaneada por correo</p> |
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| <p>to an authorized representative of the other Party specified in the Order.</p> <p>10.3. Each Party will have the right to terminate the Agreement with immediate effect if the other Party: (a) breaches the provisions of the Agreement (in particular related to payment obligations) or the Data Processing Addendum and does not remedy the breach within <b>5 (five) days</b> from the receipt of the notice sent by the other Party electronically; (b) violates generally applicable laws; (c) makes a general assignment for the benefit of creditors, is adjudicated bankrupt or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition or general assignment for the benefit of creditors, (d) terminates the Data Processing Addendum.</p> <p>10.4. The Agreement between the Parties will be terminated automatically should the Client not start to use the Services within <b>90 (ninety) days</b> of the conclusion of the Agreement or if the provision of Services has been suspended for any reason and has not been resumed for a period of <b>90 (ninety) days</b>.</p> <p>10.5. On the expiry or termination of this Agreement for any reason, the Client shall pay to RTB House all outstanding unpaid invoices and interests, and, in respect of Services supplied but for which no invoice has been submitted, RTB House shall submit an invoice, which shall be payable by the Client in accordance with Section 6 and any payment terms specified in the relevant invoice.</p> <p>10.6. The provision of Services will be suspended: (a) at any time, upon each Party's <b>2 (two) days'</b> notice; and (b) upon the exhaustion of the campaign budget specified in the Order.</p> <p>10.7. RTB House will also be entitled to suspend the provision of Services with an immediate effect in case of technical problems that may affect the proper provision of Services or if the Client fails to meet any of its obligations under the Agreement (in particular fails to make payment in accordance with the Agreement) or if the necessity to suspend the provision of the Services results from the provisions of law, judicial or administrative</p> | <p>electrónico a un representante autorizado de la otra Parte especificado en el Pedido.</p> <p>10.3. Cada Parte tendrá derecho a rescindir el Acuerdo con efecto inmediato si la otra Parte: (a) incumple las disposiciones del Acuerdo (en particular relacionadas con las obligaciones de pago) o el Anexo de procesamiento de datos y no soluciona el incumplimiento dentro de <b>5 (cinco) días</b> desde la recepción del aviso enviado por la otra Parte electrónicamente; (b) viola las leyes generalmente aplicables; (c) realiza una asignación general en beneficio de los acreedores, se declara en quiebra o se convierte en sujeto de cualquier procedimiento voluntario o involuntario de quiebra, liquidación, disolución, administración judicial, embargo o composición o asignación general en beneficio de los acreedores, (d) rescinde el Anexo de procesamiento de datos.</p> <p>10.4. El Acuerdo entre las Partes se rescindirá automáticamente si el Cliente no comienza a utilizar los Servicios dentro de los <b>90 (noventa) días</b> posteriores a la celebración del Acuerdo o si la prestación de los Servicios se ha suspendido por algún motivo y no se ha reanudado por un período de <b>90 (noventa) días</b>.</p> <p>10.5. Al vencimiento o terminación de este Acuerdo por cualquier motivo, el Cliente deberá pagar a RTB House todas las facturas pendientes e intereses pendientes y, con respecto a los Servicios prestados por los cuales no se ha presentado ninguna factura, RTB House presentará una factura, que deberá ser pagada por el Cliente de acuerdo con la Sección 6 y cualquier término de pago especificado en la factura correspondiente.</p> <p>10.6. La prestación de los Servicios se suspenderá: (a) en cualquier momento, con un aviso de <b>2 (dos) días</b> de cada Parte; y (b) al agotarse el presupuesto de la campaña especificado en el Pedido.</p> <p>10.7. RTB House también tendrá derecho a suspender la prestación de Servicios con un efecto inmediato en caso de problemas técnicos que puedan afectar la prestación adecuada de los Servicios o si el Cliente no cumple con cualquiera de sus obligaciones en virtud del Acuerdo (en particular, no realiza el pago de conformidad con el Acuerdo) o si la necesidad de suspender la prestación de los Servicios se deriva de las disposiciones de la ley, las decisiones judiciales o administrativas o cualquier reclamo presentado por</p> |
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| <p>decisions, or any claims raised by third parties, in particular in relation to Advertising Materials.</p> <p>10.8. The suspension of the provision of Services does not release the Client from the obligation to pay remuneration due to RTB House for the Services provided until the date of such suspension.</p> <p><b>11. FINAL PROVISIONS</b></p> <p>11.1. The interpretation and formation of this Agreement, and any matters not covered by the Agreement will be governed by the laws of England and Wales. The Parties undertake to make all their endeavors to settle amicably any disputes arising out of or in connection with the Agreement. Should the Parties fail to reach an amicable agreement, such disputes will be submitted to the exclusive jurisdiction of the English courts.</p> <p>11.2. Unless otherwise explicitly specified in the Agreement, the Parties may deliver any notice by e-mail, registered mail, personal delivery or renowned express courier to the addresses or e-mail addresses indicated in the Order.</p> <p>11.3. Should any of the provisions hereof be considered invalid or unenforceable by any court or administrative body, this will be without impact on the validity or enforceability of the remaining provisions of the Agreement. The invalid or unenforceable provision will be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid or unenforceable provision.</p> <p>11.4. By placing the Order, the Client acknowledges that it has read the Terms and fully accepts their provisions, notwithstanding any contrary provision or rule that may be contained in any of the Client's regulations.</p> <p>11.5. These Terms along with the Order constitute an entire agreement between the Parties within the matter specified thereof, which supersedes any and all other prior understandings between the Parties whether oral or written, expressed or implied and exclude the application of any other terms that the Client may seek to impose or incorporate. In case of any discrepancies between</p> | <p>terceros, en particular en relación con los Materiales publicitarios.</p> <p>10.8. La suspensión de la prestación de Servicios no exime al Cliente de la obligación de pagar la remuneración debida a RTB House por los Servicios prestados hasta la fecha de dicha suspensión.</p> <p><b>11. DISPOSICIONES FINALES</b></p> <p>11.1. La interpretación y formación de este Acuerdo, y cualquier asunto no cubierto por el Acuerdo se regirá por las leyes de Inglaterra y Gales. Las Partes se comprometen a hacer todo lo posible por resolver amistosamente cualquier controversia que surja del Acuerdo o en relación con él. En caso de que las Partes no lleguen a un acuerdo amistoso, dichas controversias se someterán a la jurisdicción exclusiva de los tribunales ingleses.</p> <p>11.2. A menos que se especifique lo contrario en el Acuerdo, las Partes pueden enviar cualquier notificación por correo electrónico, correo certificado, entrega personal o mensajería urgente de renombre a las direcciones o direcciones de correo electrónico indicadas en el Pedido.</p> <p>11.3. Si alguna de las disposiciones del presente Acuerdo se considera inválida o inaplicable por cualquier tribunal u organismo administrativo, esto no afectará la validez o aplicabilidad de las disposiciones restantes del Acuerdo. La disposición inválida o inaplicable será reemplazada por otra disposición con el propósito equivalente o posiblemente el más cercano al propósito de la disposición inválida o inaplicable.</p> <p>11.4. Al realizar el Pedido, el Cliente reconoce que ha leído las Condiciones y acepta plenamente sus disposiciones, sin perjuicio de cualquier disposición o regla contraria que pueda estar contenida en cualquiera de los reglamentos del Cliente.</p> <p>11.5. Estas Condiciones junto con el Pedido constituyen un acuerdo completo entre las Partes dentro del asunto especificado de los mismos, que reemplaza cualquier otro entendimiento previo entre las Partes, ya sea oral o escrito, expreso o implícito, y excluye la aplicación de cualquier otra condición que el Cliente pueda imponer o incorporar. En caso de discrepancias entre el Pedido y estas Condiciones, prevalecerán las disposiciones del Pedido.</p> |
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| <p>the Order and these Terms, the provisions of the Order will take precedence.</p> <p>11.6. If these Terms have been made in various different language versions, in case of any discrepancies between the English version of Terms and other language versions, the English version will prevail.</p> | <p>11.6. Si estos Condiciones se han hecho en varias versiones de idiomas diferentes, en caso de discrepancias entre la versión inglesa de las Condiciones y las versiones en otros idiomas, prevalecerá la versión inglesa.</p> |
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