

TERMS OF SERVICE

The following Terms of Service (“Terms”) apply to digital advertising services provided by RTB House Pte. Ltd., a company registered under the laws of the Republic of Singapore with its registered office at: 10 UBI CRESCENT #04-19, UBI TECHPARK, SINGAPORE (408564), registration no 201622414H, (“RTB House”), and specify mutual rights and obligations of RTB House and its client (“Client”) (collectively referred to as the “Parties” and individually as the “Party”).

1. DEFINITIONS

- 1.1. “Services” – digital advertising services specified in the Order, provided by RTB House;
- 1.2. “Affiliate” – a Party’s subsidiary, its holding company, the subsidiary of its holding company and any other company which directly or indirectly is controlled by the Party, controls the Party or is under common control with the Party;
- 1.3. “Agreement” – an agreement for the provision of Services concluded between the Client and RTB House comprising the Terms and the Order;
- 1.4. “Data Processing Addendum” – a separate agreement executed by the Parties concerning processing of personal data of Users for the purpose of providing the Services;
- 1.5. “Order” – an order for Services, executed by the Parties which specifies the scope, duration and remuneration for the Services as well as any additional terms of providing the Services;
- 1.6. “Confidential Information” – 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

服务条款

以下服务条款（简称“**条款**”）适用于 **RTB House Pte** 提供的数字广告服务。依照新加坡共和国法律注册的公司，其注册办事处位于 10 UBI CRESCENT #04-19, UBI TECHPARK, SINGAPORE (408564)，注册号 201622414H（简称“**RTB House**”），并规定 RTB House 与其客户（简称“**客户**”）的相互权利和义务（统称为“**双方**”，单独称为“**一方**”）

1. 定义

- 1.1. “**服务**”-订单中指定的数字广告服务，并由 RTB House 提供；
- 1.2. “**关联公司**”-一方的子公司，其控股公司，其控股公司的子公司以及任何直接或间接由该方控制，控制该方或与该方共同控制的其他公司；
- 1.3. “**协议**”-客户与 RTB House 之间就服务提供达成的协议，包括条款和订单；
- 1.4. “**数据处理附录**”-双方为提供服务而签订的有关处理用户个人数据的单独协议；
- 1.5. “**订单**”-由双方执行的服务订单，其中指明了服务的范围，期限和报酬以及提供服务的任何其他条款；
- 1.6. “**保密信息**”-无论是否标记为保密，披露方或其代表以任何形式向接收方披露的任何具有商业价值的信息，特别是有关披露一方或其关联公司的技术、业务、财务状况、人员、商业秘密、战略、运营、资产、负债，过去、当前和预期的销售或市场营销以及广告策划的信息；

whatever form it is disclosed by or on behalf of the disclosing Party to the receiving Party, whether or not marked as confidential;

- 1.7. "Authorized Recipients" – a Party's Affiliates or such Party's and Affiliates' directors, officers, employees, sub-contractors and professional advisors who need to process the Confidential Information for the purpose of performance of the Agreement, necessary business reporting or auditing procedures within the Party's corporate group or other legitimate reason;
 - 1.8. "Advertising Materials" – 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;
 - 1.9. "Banner Creation" – 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;
 - 1.10. "Inventory" – digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed.
 - 1.11. "Intellectual Property Rights" – any patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets and other legal interests recognized or protected as intellectual property under applicable laws;
 - 1.12. "User" – 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.
 - 1.13. "Working Day" - any day which is not a Saturday, Sunday or a bank or public holiday in Singapore.
2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES
 - 2.1. The Agreement will be concluded by the Parties upon execution of the Order.
 - 2.2. The Order may be executed by the authorized representatives of the Parties:
(a) in written form – by exchange of signed

- 1.7. **"授权接收人"** –出于协议履行、必要的业务报告或一方企业集团内部审计程序或其他合规理由的目的而需要处理保密信息的一方关联公司或该方及关联公司的董事、管理层、职员、分包商与专业顾问;
 - 1.8. **"广告素材"** –横幅广告中包含由客户提供给 RTB House的任何图像, 图形, 视频, 字体, 信息, 文本, 数据或其他材料;
 - 1.9. **"横幅广告"** -基于广告空间上显示的广告素材, RTB House 制作的客户产品或服务的数字广告。
 - 1.10. **"广告位"** -横幅广告上显示第三方网站与手机应用程序的数字广告空间。
 - 1.11. **"知识产权"** -根据适用法律的知识产权认可或保护的任何专利、工业设计、版权、商标、地理标志、商业秘密及其他合法权益;
 - 1.12. **"用户"** -最终用户访问由客户控制的数字媒体资源, 包括网站和手机应用程序, 个性化的横幅广告将在该广告空间上显示给客户。
 - 1.13. **"工作日"** -除周六日或新加坡国内公假或法定假期之外的任何一天。
2. **协议订立与设置服务**
 - 2.1. 协议将在订单执行后由双方订立。
 - 2.2. 根据适用法律的相关规定, 该订单可以通过以下方式由双方授权代表执行: (a) 以书面形式-通过交换签署后的文件; (b) 以电子版形式-通过邮件交换签署后的文件扫描复印件; 或

documents; (b) in electronic form – by exchange of scanned copies of signed documents via e-mail; or (c) by using e-signature – in accordance with relevant provisions of the applicable laws.

- 2.3. Upon conclusion of the Agreement and if applicable RTB House will provide the Client with guidance on the implementation of RTB House 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 Client's requests as to the types of tags to be implemented on the Client's digital properties and upon 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 Client's campaign optimization.
- 2.4. Based on the Advertising Materials supplied by the Client, RTB House will develop Banner Creations for provision of the Services. RTB House will send draft Banner Creations for Client's approval before their display on the Inventory. If the Client does not respond within 2 (two) Working Days from receipt of the draft Banner Creation, such Banner Creation is deemed to have been accepted by the Client for display.
- 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 Users' profile data will be processed by RTB House exclusively in order 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.
- 2.6. Upon request, the Client will be granted access to the Client panel, enabling management of advertising campaigns conducted on its behalf.

(c) 通过电子签名。

- 2.3. 协议订立后, RTB House 将为客户所需推广的产品提供技术对接服务, 用以做数据跟踪监测, 收集推广所必需的有关此产品用户在此产品内的活动行为信息以进行算法学习。RTB House 将遵守客户对将在其数字媒体资源(产品)上实施的代码类型的要求, 并且根据客户的具体说明还将: (i) 在客户的产品范围内提供其他定制化代码, 以满足客户的推广需求, 其限度以不会妨碍客户产品对其用户提供的服务为限; 以及 (ii) 使用客户提供的其他数据来优化客户的推广活动。
- 2.4. RTB House 将根据客户提供的广告素材开发制作横幅广告。在广告位上展示之前 RTB House 需将横幅广告的草图发给客户批准。如客户在收到横幅广告的草图后 **两个工作日** 内没有回复, 则视为客户已经接受该空间上显示的横幅广告。
- 2.5. RTB House 对用户的横幅广告的选择和显示将特别基于横幅广告的展示位置上下文或包含用户先前在客户数字媒体资源上活动信息的用户个人资料。用户的个人资料数据将由 RTB House 专门处理, 以便为客户提供服务, 并将与 RTB House 代表其他客户或其自身数据集处理的数据保持分离。
- 2.6. 根据要求, 将授予客户访问客户面板的权限, 从而可以管理代表其进行的广告宣传活动。

3. REPRESENTATIONS AND OBLIGATIONS OF RTB HOUSE

- 3.1. RTB House hereby represents that: (a) it has all 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 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.
- 3.2. RTB House undertakes to perform the Services in a professional and efficient manner, in accordance with best market practices.
- 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.
- 3.4. While providing the Services RTB House will take appropriate measures to protect the Client's brand and goodwill, in particular through diligent selection of the Inventory for display of Banner Creations.
- 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.

4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT

- 4.1. The Client hereby represents that: (a) it has all necessary rights and authority to enter into and perform its obligations under the Agreement; (b) it holds all necessary rights, including, without limitation, Intellectual Property Rights or required licenses to the Advertising Materials supplied to RTB House

3. RTB House 的权利与义务

- 3.1. RTB House 特此声明：(a) 具有订立和履行本协议下义务的所有必要权利和权限；(b) 本协议的订立与本协议下各自义务的履行不得违反 RTB House 参与的任何协议或受其约束的任何协议；(c) 拥有其展示广告技术的所有必要权利；(d) 客户数字媒体资源上实施的各种代码（如适用）不得包含任何恶意软件，特别是病毒，如“木马”、“计算机蠕虫”、“计时炸弹”或数据擦除工具。

- 3.2. RTB House 承诺按照最佳市场惯例，以专业，高效的方式提供服务。

- 3.3. RTB House 可以聘请 RTB House 合理判断可能的分包商，这可能有利于履行本协议项下的义务。

- 3.4. 在提供服务时，RTB House 将采取适当的措施来保护客户的品牌和商誉，特别是通过合理地选择用于展示横幅广告的广告位。

- 3.5. RTB House 不提供所有保证，包括但不限于对服务的特定目的的适销性，所有权或适用性的任何暗示保证。RTB House 对于客户可能从所提供的服务中获得的特定商业结果不作任何陈述。

4. 客户的权利与义务

- 4.1. 客户特此声明：(a) 具有订立和履行本协议下义务的所有必要权利和权限；(b) 拥有所有必要的权利，包括但不限于知识产权或提供给 RTB House 供进一步展示的广告材

for further display; (c) it will be solely liable toward third parties for the contents and quality of the Advertising Materials supplied to RTB House and such Advertising Materials 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 which is indecent, vulgar, abusive, defamatory, obscene or pornographic, promote 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 will all applicable laws or regulations, advertising and marketing codes of practice in any of the jurisdictions where the Client's Banner Creations are displayed; (d) all of the products presented in the Advertising Materials ("Products") are legally allowed to be traded and advertised in the countries in which the Services will be provided as well as the Banner Creations accepted by the Client in accordance with Section 2.4 above are in compliance with the applicable law for the entire duration of the campaign period; in particular the Client represents that: (i) where required, it will acquire all of the permits and will comply with all applicable regulations in order to trade and advertise the Products in the countries in which the Services will be provided (ii) it will inform RTB House about any regulatory restrictions or conditions on advertising the Products and the appearance of the Banner Creations in the countries in which the Services will be provided and if needed provide the relevant data and request the necessary changes to the appearance of the Banner Creations; (iii) it will take full responsibility for any claims related to the advertisement of Products and completeness of the Banner Creations, unless such Banner Creations have not been presented to the Client in accordance with Section 2.4 above; e) it will be solely liable for the operation of any third party tool or technology if integrated with the Services upon the Client's request.

4.2. The Client warrants that as at the date of the

料的必要许可； (c) 客户将对向 RTB House提供的广告素材的内容和质量对第三方承担全部责任，且该等广告素材将： (i) 不侵犯任何知识产权或第三方的任何其他权利； (ii) 不包含任何违反适用法律或法规的内容； (iii) 不包含任何不雅，粗俗，辱骂，诽谤，淫秽或色情，煽动侵略或仇恨言论的材料； (iv) 不包含任何恶意软件，特别是病毒，如“木马”、“计算机蠕虫”、“计时炸弹”或数据擦除工具； (v) 始终遵守在显示客户横幅广告的任何司法管辖区中所适用的法律或法规，广告和营销行为守则； (d) 广告素材中展示的所有产品（“产品”）在提供服务的国家均可以合法交易和广告宣传，客户根据上述第2.4条接受的横幅广告在整个活动期间均符合适用法律；特别是客户声明： (i) 如有要求，客户将在提供服务的国家内获得所有许可证并遵守所有适用法规，以便进行产品贸易和宣传； (ii) 客户将告知 RTB House 在提供服务的国家/地区对产品广告和横幅广告外观的任何监管限制或条件，并在需要提供相关数据并要求对横幅广告外观进行必要的更改； (iii) 客户将对与产品广告和横幅广告完整性有关的任何索赔承担全部责任，除非该等横幅广告未按照上述第2.4条的规定提交给客户； (e) 如应客户要求将任何第三方工具或技术集成到服务中，客户将对此类工具或技术的运营承担全部责任。

4.2. 客户保证，在协议日期，其或其任何关联公

Agreement neither it, nor any of its Affiliates (nor any director, officer or to its knowledge, employee of it or any of its Affiliates) (each hereinafter referred to as "Person", jointly as "Persons") is (a) subject to any economic, trade or financial sanctions or other trade restrictions administered or enforced especially by the United Nations, the European Union or any of its members, the United Kingdom of Great Britain and Northern Ireland, the United States of America, local authority or any other relevant jurisdiction ("Sanctions") or (b) located, organized or resident in a country or territory that is the subject of Sanctions or (c) engaged in any activities that could trigger a designation under the Sanctions administered by the relevant authorities.

- 4.3. The Client agrees that if at any time after the date of concluding the Agreement the Client or any of the Persons become subject to any Sanctions or proceedings for their imposition will be initiated, whether introduced before or after such date, including, without limitation, any extraterritorial or secondary sanctions, the Client is obliged to notify RTB House about the occurrence of the above circumstances within 7 (seven) days from the date of obtaining such information and RTB House may suspend or terminate the Agreement with immediate effect upon such Sanctions becoming effective / receiving such notification from the Client. Notwithstanding the above, RTB House may suspend or terminate the Agreement with immediate effect if it becomes aware about the occurrence of the above circumstances in a way other than being informed by the Client.
- 4.4. 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 conclusion of the Agreement, the Client will inform RTB House hereof by sending a message to the following e-mail address: finance.apac@rtbhouse.com within three (3) Working Days after the occurrence of

司（包括其任何董事、高级职员或据其所知，其任何关联方的员工）（以下各称“个人”，合称“个人”）均未（a）受到联合国、欧洲联盟或其任何成员国、大不列颠及北爱尔兰联合王国、美利坚合众国、地方当局或任何其他相关司法管辖区实施或执行的任何经济、贸易或金融制裁或其他贸易限制（统称为“制裁”）的约束；，或（b）位于、组织或居住在受制裁的国家或地区，或（c）参与可能导致相关当局实施制裁的指定的活动。

- 4.3. 客户同意，如果在签订协议之日后的任何时候，客户或任何人成为任何制裁的对象，或对其实施制裁的程序即将启动，无论是在该日期之前或之后，包括但不限于任何域外或次级制裁，客户有义务在获得这些信息之日起七（7）天内通知 RTB House 有关上述情况的发生，RTB House 可以在这些制裁生效/收到客户的通知时立即暂停或终止协议。尽管有上述规定，如果 RTB House 通过客户通知以外的方式了解到上述情况的发生，RTB House 仍有权立即暂停或终止协议。

- 4.4. 客户声明提供给 RTB House 的信息，尤其是订单中包含的数据是真实，完整和最新的。如在协议订立后此类信息已过时，客户将在此类变更发生后的三（3）个工作日内向如下邮件地址（finance.apac@rtbhouse.com）

such change.

4.5. The Client will closely cooperate with RTB House during the term of the Agreement, provide RTB House with all information required for proper provision of the Services and comply with all 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 which may impact provision of the Services or 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.

4.6. If the Client is an advertising agency which procures the Services for its customer ("End Customer"), the Client shall ensure that all of Client's obligations and warranties made under this Agreement, which would be applicable to End Customers, are also fulfilled by such End Customer, especially obligations and warranties indicated in the provisions of Chapters 4, 5, 7, 8, 9 and 10. The Client shall contractually impose on its End Customer obligations and receive warranties which are not less onerous to the Client's obligations under this Agreement, which would be applicable to the End Customer, and shall be liable towards RTB House for any acts or omissions of its End Customer which are in breach of the provisions of this Agreement, applicable to End Customer.

5. INTELLECTUAL PROPERTY RIGHTS

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 granted for the period of provision of the Services a royalty-free, non-exclusive, worldwide license to use the Advertising Materials, which includes the name, logo, trademarks of the Client for developing the Banner Creations and displaying the Banner Creations on the

发送信息以通知 RTB House.

4.5. 在协议期限内, 客户将与RTB House 紧密合作, 向RTB House 提供适当提供服务所需的所有信息, 并遵守与 RTB House 提供的服务相关的所有技术要求和规格。客户还将通知 RTB House 任何可能影响服务提供或双方相互合作的事件的变化或发生 (包括但不限于有关客户清算, 破产宣告或计划的技术中断的任何决定) 毫不延迟地。客户还将及时通知 RTB House 任何可能影响服务提供或双方相互合作的事件的变化或发生 (包括但不限于有关客户清算, 破产宣告或所计划技术开发暂停的任何决定) 。

4.6. 如果客户是为其客户 ("**最终客户**") 采购服务的广告公司, 则客户应确保客户在本协议项下做出的适用于最终客户的所有义务和保证, 同样由该最终客户履行, 特别是第 4, 5, 7, 8, 9 与 10 章节规定中说明的义务与保证。客户应按合同对最终客户承担义务并且接受不低于客户在本协议项下义务的保证, 这将适用于最终客户, 并且对于最终用户违反本协议规定的任何作为或不作为, 应对 RTB House 承担责任, 同样适用于最终客户。

5. 知识产权

5.1. 为了使 RTB House 根据协议提供服务, 客户将在提供服务的期间内授予或促使 RTB House 和 RTB House 关联公司获得使用广告素材的免版税、非独家经营及全球许可, 其中包含用于开发与展示横幅广告的客户名称、标识与商

Inventory.

- 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 content or materials, including the right to use, display, 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; (d) exercise on behalf of the creators of the Advertising Materials the right to decide on the integrity of these Advertising Materials.
- 5.3. For the duration of the Agreement the Client grants or causes RTB House and RTB House Affiliates to be granted a worldwide, royalty-free, non-transferable license to use the Client's trademarks and logos and to display, reproduce, represent the Advertising Materials included in the Banner Creations in all RTB House or RTB House Affiliates promotional materials.
- 5.4. Unless expressly provided herein, this Agreement does not transfer 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.
- 5.5. 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

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- 5.2. 上述许可应特别包含以下权利： (a) 展示并向公众提供广告素材； (b) 在任何形式的电子存储媒体中复制，编辑，更改，修改和分发广告材料，以及将其与其他内容或材料进行汇编和组合，包括使用，展示，提供或分发编辑的权利，以任何形式对上述内容进行更改，修改和汇编； (c) 记录广告素材 (以机器可读的形式) 并将其电子存储在其自己的数据库中； (d) 代表广告材料的创作者行使决定这些广告材料完整性的权利。
- 5.3. 在协议有效期内，客户授予或使 RTB House 和 RTB House 关联方获得全球范围内的、免版税的、不可转让的许可，以使用客户的商标和标识，并在所有 RTB House 或 RTB House 关联公司的宣传材料中展示、复制横幅广告中包含的广告素材。
- 5.4. 除非本协议另有明确规定，否则本协议不转让本协议生效前和/或任何一方在本协议有效期内创建的任何知识产权的所有权或创建许可 (暗示或其他)。
- 5.5. 与服务相关的所有知识产权归 RTB House 所有 (但不包括广告素材中的知识产权，这些知识产权仍属于客户的财产)。为免产生疑问，RTB House 将拥有： (a) 由 RTB House 开发或代表 RTB House 开发并包含在横幅广告中的任何内容 (但不包括广告素材)； (b) 横幅广告的设计； (c) 与服务相关使用的任何 RTB House 技术；以及 (d) 有关其使用及其相关内容的任何文件或其他材料。

thereto.

- 5.6. RTB House hereby grants the Client, for the period of provision of the Services, a non-exclusive, worldwide license to use the Client's panel to the extent necessary and practicable for the 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.

6. PAYMENTS

- 6.1. For the provision of Services RTB House shall receive monthly remuneration from the Client. The method of calculation of the remuneration will be specified in the Order.
- 6.2. The remuneration due to RTB House will be increased by any applicable tax at the rate (included but not limited to Goods and Services Tax) applicable on the day of issuance of the invoice. The Client will also cover all charges related to the completion of payment, in particular, bank charges for the transfer.
- 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 settlement of any mandatory withholdings and deductions.
- 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 which appears on RTB House's bank statement as the date of 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.

7. CONFIDENTIALITY

- 7.1. Subject to Section 7.2 and 7.3 below each

- 5.6. RTB House 特此在提供服务期间向客户授予非独家的全球许可，以在履行协议所必需且切实可行的范围内使用客户面板。许可应构成服务的组成部分并应考虑第 6.1 节中涉及到的报酬支付。

6. 付款

- 6.1. 对于服务的提供，RTB House 应按月从客户收取费用。费用的计算方法将在订单（IO）中说明。
- 6.2. 支付给 RTB House 的费用将按开具发票当日的适用税率增加适用税额（包括但不限于 GST）。客户需承担与完成付款有关的所有费用，尤其是转账的银行手续费。
- 6.3. 服务付款必须全额支付，不得有任何扣除或预扣。如果有任何强制性的预扣或扣除，则客户应增加付款总额，以使 RTB House 收到发票中指示的金额。客户将负责对任何强制性预扣和扣除额进行结算。
- 6.4. 费用应在发票规定的付款期限内通过银行转账以订单（IO）中指定的货币支付。RTB House 银行对账单上显示的最终付款日期为收款日期，即视为付款日期。如果客户未能按发票上所示的付款期限付款，则客户将在违约期后的每一天按订单中指定的利率支付滞纳金。

7 保密

- 7.1 根据如下第 7.2 与 7.3 节，每一方均承诺：(a)

Party undertakes to: (a) keep secret and confidential all Confidential Information of the other Party; (b) not disclose any Confidential Information to any person other than Authorized Recipients, except as permitted under this Agreement; (c) use the Confidential Information only for purposes related to the performance of the Agreement or entering into an agreement with the other Party's Affiliates or as otherwise permitted under this Agreement; (d) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it uses to protect its own similar confidential information.

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 this 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; (f) the Parties agree in writing to be not confidential.

7.3. The receiving Party may disclose 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 authority, provided that the receiving Party: (a) to the extent permitted by law, notifies the disclosing Party with reasonable prior written notice of the required disclosure; and (b) limits the disclosure to the extent expressly required.

对于另一方的所有保密信息进行保密; (b) 除非本协议允许, 否则不得向授权接收人以外的任何人透露任何保密信息; (c) 仅将保密信息用于履行协议、与其他方关联方签订协议或根据本协议允许的其他目的; (d) 至少采取与保护自身类似保密信息相同的谨慎和安全标准, 以保护其收到的保密信息的保密性。

7.2 接收方在第 7.1 节中的义务不适用于以下保密信息: (a) 已由该接收方独立开发的; (b) 除作为接收方或其授权接收方披露的信息结果或违反本第 7 条的规定外, 通常是或变为可供公众使用的; (c) 在另一方披露之前以非保密的方式可供接收方或其授权的收件人使用的; (d) 在非保密的基础上, 接收方从据接收方实际所知, 对该信息不承担任何保密义务的人员处获得的; (e) 在信息披露方合法披露信息之前披露方拥有的; (f) 双方书面同意不保密的。

7.3 如果有约束力的法律规定或法院或监管机构或其他公共当局要求披露方的机密信息, 并且在一定程度上要求披露方的机密信息, 则接收方可以: (a) 在法律允许的范围内, 以合理的事先书面通知披露方所要求的披露; 以及 (b) 将本披露限制在明确要求的范围内。

7.4. The confidentiality obligation set out in this Section 7 will be binding during the term of the Agreement and for a period of 3 (three) years after its termination or expiration.

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.

8. PRIVACY

8.1. The Parties acknowledge that, to provide the Services to the Client, RTB House uses cookies and similar tracking technologies (such as mobile device identifiers) that involve storing information or gaining access to the information stored in Users' terminal equipment.

8.2. The Client undertakes to inform Users about RTB House's use of cookies and similar tracking technologies and to obtain all necessary consents for and comply with any other obligation pursuant to applicable privacy and data protection laws, in particular related to storing information or gaining access to the information stored in the terminal equipment of such Users by RTB House or its Affiliates.

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 performance of Services for the Client a direct link to RTB House Opt-Out page.

8.4. The Parties undertake to comply with any privacy and data protection laws to the extent such laws are applicable to the provision of the Services by RTB House. If required, then the Parties shall enter into a separate Data Processing Addendum, which shall exclusively regulate any matters related to the processing of the personal data of end users visiting the Client's digital properties in connection with the

7.4 本协议第 7 节中规定的保密义务将在协议有效期内并在其终止或到期后的三年内具有约束力。

7.5 双方特此承认，因为只作为提供客户服务的一部分，而且广告空间展示的横幅广告仅包含 RTB House 的名称与标识，所以双方之间正在进行的商业合作并非构成保密信息。

8. 隐私

8.1. 双方确认，为向客户提供服务，RTB House 使用 Cookie 和类似的跟踪技术（例如移动设备标识符），这些技术涉及存储信息或访问用户终端设备中存储的信息。

8.2. 客户承诺告知用户 RTB House 使用 Cookie 和类似跟踪技术的情况，并根据适用的隐私和数据保护法律获得所有必要的同意并遵守任何其他义务，特别是与 RTB House 或其关联公司存储信息或访问此类用户的终端设备中存储的信息有关。

8.3. 客户承诺在其数字媒体资源（产品）上发布隐私政策，包含在该数字媒体资源上 RTB House 技术的使用信息，以及 RTB House 服务隐私政策的链接。RTB House 承诺在为客户提供服务期间显示的每个横幅广告中都包含指向 RTB House 选择退出页面的直接链接。

8.4. 双方承诺遵守适用于 RTB House 提供服务的任何隐私和数据保护法律。如有需要，双方应签订一份单独的数据处理附录，该附录应专门管理与服务履行相关的访问客户数字媒体资源的最终用户的个人数据处理有关的任何事项，包括与收集和处理个人数据有关的各方的权利和义

performance of Services, including the rights and obligations of the Parties related to the collecting and processing of personal data and liability for any unlawful or inappropriate handling of such data. Once duly executed by the Parties, such data processing agreement will constitute an integral part of this and any subsequent Agreement for the provision of Services concluded between RTB House and the Client, unless otherwise agreed by the Parties.

9. INDEMNITY & LIABILITY

- 9.1. The Client agrees to indemnify, hold harmless and defend RTB House, its Affiliates and their respective directors, employees and agents ("RTB House Indemnified Parties") from and against any and all claims, suits, demands, judgments and proceedings of any kind (collectively "Claims") 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, in particular related to any actual or alleged infringement or violation of any Intellectual Property Rights or other proprietary right of a third party by the Advertising Materials supplied by the Client.
- 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 necessary documents and information which can have an impact on the outcome of relevant proceedings as well as 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

务, 以及对任何非法或不当处理此类数据的责任。除非双方另有协议, 否则一旦双方妥为执行, 此类数据处理协议将构成本协议以及 RTB House 与客户之间订立的提供服务的任何后续协议的组成部分。

9. 赔偿与责任

- 9.1. 客户同意就任何形式的索赔、诉讼、要求、判决和法律程序 (统称为 "索赔") 向 RTB House, 其关联公司及其各自的董事, 雇员和代理人 ("RTB House 被赔偿方") 作出赔偿, 使其免受任何第三方或政府或行业组织针对 RTB House 被赔偿方提出的任何类型的判决和诉讼, 以及因违反或涉嫌违反客户作出的任何保证、陈述或约定而引起或与之相关的该等索赔 (包含成功确立赔偿权利所需的费用) 有关的任何损害、损失、开支、责任或各种费用 (包括但不限于合理的律师费或公正费和法庭费用), 特别是与客户提供的广告材料实际或涉嫌侵犯或侵犯第三方的任何知识产权或其他专有权。
- 9.2. 如果发生上述情况, RTB House 将立即向客户提供有关此类索赔的书面通知, 并且客户将立即向 RTB House 提供可能影响相关诉讼结果的所有必要文件和信息, 以及与此类索赔有关的协助。RTB House 将拥有充分的控制权和权力来调查, 辩护和解决此类索赔, 只要对此类索赔的任何结算都需要客户的事

requires prior consent of the Client (which shall not be unreasonably withheld).

- 9.3. Except for the obligation to make payment of fees under the Agreement as well as liability related to indemnification, 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 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 calculation of remuneration charged by RTB House for the Services is based on a division of risks between the Parties.
- 9.4. RTB House will not be liable for any damage connected with provision of the Services and resulting from: (a) discontinuity in 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; (b) action or omission, including violation of any provision of the Agreement, by the Client or any third party for which the Client is liable.
- 9.5. Except for liability arising from indemnification obligations, each Party's liability towards 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 loss of profits, loss of 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.
- 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

先同意 (不得无理拒绝)。

- 9.3. 除了本协议下费用支付义务及赔偿责任以外, 在任何情况下, 任何一方就任何原因 (如违反合同, 侵权或其他原因) 而导致本协议引起的或与本协议有关的累计赔偿责任, 不得超出在引起索赔事件之前的六个月内根据协议应向 RTB House 支付的总额。这是该协议订立时可预见的最大损失, 并且双方都同意 RTB House 服务收取的报酬是基于双方之间的风险分担计算的。
- 9.4. 对于因以下原因而提供的服务造成的任何损害, RTB House 将不承担任何责任: (a) 因 RTB House 使用第 10.3 节、第 10.6 节或第 10.7 节所述权利而导致服务中断; (d) 客户承担因客户或任何第三方的行为或疏忽, 包括违反协议规定的责任。
- 9.5. 除赔偿义务引起的责任外, 每一方对另一方的责任仅包括直接金钱损失赔偿和每一方对任何后果性、惩戒性、特殊性、间接性、偶然性或惩罚性损失的责任, 包括但不限于利润损失, 使用损失和业务中断造成的损失, 即使这种损失是可以预见的, 或者是否已被告知该当事方有这种损失的可能性。
- 9.6. 如果延迟或违约是由于超出其合理控制范围的情况造成的, 包括但不限于火灾、洪水、事故、地震、通讯线路故障、停电、网络故障或劳资纠纷等, 则任何一方均不对其在本协议项下各自义务的履行承担责任。

or labor disputes.

10. TERMINATION OF THE AGREEMENT & SUSPENSION OF SERVICES

- 10.1. The term of the Agreement will be defined in the Order.
- 10.2. Each Party will have the right to terminate the Agreement at any time, subject to a 30 (thirty) days' notice period, by sending to the other Party a written notice by post or as a scan copy by e-mail to an authorized representative of the other Party specified in the Order.
- 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 5 (five) days 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.
- 10.4. The Agreement between the Parties will be terminated automatically should the Client not start to use the Services within 12 (twelve) months of the conclusion of the Agreement or if the provision of Services has been suspended for any reason and has not been resumed within 12 (twelve) months from the suspension.
- 10.5. On expiry or termination of this Agreement for any reason, the Client shall pay to RTB House all outstanding unpaid invoices and interest, 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.
- 10.6. The provision of Services will be suspended:

10. 协议终止&服务暂停

- 10.1. 协议的期限将在订单中定义。
- 10.2. 每一方有权在 **30 天**的通知期内随时终止本协议，向另一方发送书面通知，或通过电子邮件向订单中指定的另一方授权代表发送扫描件。
- 10.3. 任何一方均有权立即终止本协议并立即生效，如另一方：(a) 违反协议的规定（尤其是与付款义务有关）或数据处理附录，并且在收到另一方以电子方式发送的通知后的**五天**内不对违反行为进行补救；(b) 违反普遍适用法律；(c) 为债权人的利益进行一般转让，被裁定破产或成为破产，清算，解散，接管，依附或组成的任何自愿或非自愿程序的主体或为债权人的利益而进行的一般转让，(d) 终止数据处理附录。
- 10.4. 如果客户在本协议签订后的**十二 (12) 个月**内未开始使用服务，或服务的提供因任何原因暂停且在**十二 (12) 个月**内未恢复，双方之间的协议将自动终止。
- 10.5. 在本协议因任何原因到期或终止时，客户应向 RTB House 支付所有未付发票和利息，对于已提供服务但未开具发票的，RTB House 应开具发票，客户须按照第 6 条及有关发票所规定的任何支付条款进行支付。
- 10.6. 服务提供将被暂停：(a) 在任何时候，每一方提前 **2 天**通知；以及 (b) 订单中规定的广告预算用尽时。

(a) at any time, upon each Party's 2 (two) days' notice; and (b) upon the exhaustion of the campaign budget specified in the Order.

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 provision of the Services results from the provisions of law, judicial or administrative decision or any claims raised by third parties, in particular in relation to Advertising Materials.

10.8. The suspension of provision of Services does not release the Client from the obligation to pay remuneration due to RTB House for Services provided until the date of such suspension.

11. FINAL PROVISIONS

11.1. Any matters not covered by the Agreement will be governed by the laws of Singapore. The parties agree that they shall first in good faith endeavour to resolve any dispute arising out of or in connection with this Agreement by negotiation or mediation. If the parties are unable to resolve the dispute within 30 days from the time either party give notice to the other party that a dispute has arisen, the dispute shall be submitted by any party for final resolution by the courts of the Republic of Singapore, which shall thereafter have exclusive jurisdiction.

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.

11.3. If any provision in this Agreement is or subsequently becomes void, unenforceable or illegal, that shall not affect the validity, enforceability or legality of the other provisions of this Agreement. This Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

11.4. By placing the Order, the Client

10.7. 如果技术问题可能影响适当提供服务，或者客户未能履行其在协议下的任何义务（特别是未能按照协议付款），RTB House 同样有权立即中止提供服务或由于法律，司法或行政决定或第三方提出的任何要求（尤其是与广告材料相关的要求）而导致必须中止提供服务的情况。

10.8. 暂停提供服务并不会解除客户因提供此类服务而应支付给 RTB House 薪酬的义务。

11. 最后条款

11.1. 本协议未涵盖的任何事项均受新加坡法律管辖。双方同意，他们应首先真诚地努力通过谈判或调解解决因本协议引起的或与本协议有关的任何争议。如果双方在任何一方通知另一方发生纠纷后的 30 天内无法解决争议，则由任何一方提交给新加坡共和国法院进行最终解决，该法院应具有专属管辖权。

11.2. 除非协议中另有明确规定，否则双方可以通过电子邮件，挂号信，个人交付或公认的快递公司任何通知发送至订单中指定的地址或电子邮件地址。

11.3. 如果本协议中的任何条款无效、不可执行或不合法，则不得影响本协议其他条款的有效性、可执行性或合法性。本协议应视为本协议从未包含此类无效、非法或不可执行的条款。

11.4. 通过下订单，客户确认其已阅读本条款并完

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.

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 the Order and these Terms, the provisions of the Order will take precedence.

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 version, the English version will prevail.

全接受其条款，即使客户的任何法规中可能包含任何相反的条款或规则。

11.5. 这些条款与订单一起构成了双方之间在其指定事项上的完整协议，取代了双方之间口头或书面，明示或暗示的任何其他先前理解，并排除了客户可能适用的任何其他条款寻求强加或合并。如果订单与这些条款之间有任何差异，则以订单的规定为准。

11.6. 如果这些条款以各种不同的语言版本制定，则本条款的英文版与其他语言版本之间如有任何差异，以英文版为准。