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TERMS OF SERVICE

服務條款

The following Terms of Service (“Terms”) apply to digital advertising services provided by RTB HOUSE PTE. LTD. TAIWAN BRANCH with its registered seat in 18F, No. 97, Songren Road, Xinyi District, Taipei City, 110, Taiwan, represented by Jakub Ratajczak - Managing Director (“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”).

以下服務條款（下稱「條款」）適用於 RTB House 私人有限公司所提供之數位廣告服務。公司其台灣分公司之登記地址為台灣 110 台北市信義區松仁路 97 號 18 樓，公司代表人為（「RTB House」）常務董事 Jakub Ratajczak，本條款明確說明 RTB House 與其客戶（下稱「客戶」）之相互權利與義務（合稱為「雙方」，個別稱為「一方」）。

1. DEFINITIONS

1. 定義

1.1. “Services” – digital advertising services specified in the Order, provided by RTB House;

1.1 「服務」係指 RTB House 於合約中明文提供之數位廣告服務。

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;

1.2 「聯盟」係指一方之子公司、控股公司、控股公司之子公司，以及其他直接或間接受一方控制、控制一方或與一方共同控制之其他公司。

1.3. “Agreement” – an agreement for the provision of Services concluded between the Client and RTB House comprising the Terms and the Order;

1.3. 「協議」係指客戶與 RTB House 之間所達成之服務規定，包含條款與合約。

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;

1.4. 「資料處理說明附件」係指由雙方簽署之個別協議，內容為使用本服務所需之用戶個人資料之處理。

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;

1.5. 「合約」係指雙方共同履行之服務合約，其中闡明服務範圍、期限與賠償，以及任何與本服務相關之附加條款。

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| <p>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 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>1. 6. 「保密訊息」係指任何具商業價值之資訊，尤其特指揭露方或其聯盟之科技、商業、財務狀況、人員、商業機密、策略、營運、資產、負債、歷史、當前及預估之銷售額、行銷或廣告計畫，不論揭露方或揭露方之代表以何種形式向收受方呈現，且不論資料是否標示為機密資料。</p> |
| <p>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;</p> | <p>1. 7. 「授權接收人」係指一方之聯盟或該方和其聯盟之董事、高階主管、員工、外包商與專業顧問，其必須知道保密訊息以履行協議、在該方之公司集團內進行必要業務報告或審計程序，或是基於其他正當理由。</p> |
| <p>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;</p> | <p>1. 8. 「廣告素材」係指任何由客戶提供給 RTB House 用於素材製作之影像、圖像、影片、字體、資料、文字、數據或其他素材，將包括在素材製作中。</p> |
| <p>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;</p> | <p>1. 9. 「素材製作」係指客戶產品或服務之數位廣告，由 RTB House 基於廣告素材所製作，以在版位流量展示。</p> |
| <p>1.10. “Inventory” – digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed.</p> | <p>1. 10. 「版位流量」係指在第三方網站與手機應用程式上之數位廣告空間，於此展示素材製作內容。</p> |
| <p>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;</p> | <p>1. 11. 「知識財產權」係指任何專利、工業設計、著作權、商標、地理標示、商業機密和其他依據適用法律認定為知識財產權或保護之法定權益。</p> |
| <p>1.12. “User” – an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom</p> | <p>1. 12. 「用戶」係指一造訪數位資產之終端用戶，數位資產包括網站與手機應用程式，由</p> |

personalized Banner Creations are to be displayed on the Inventory.	客戶掌控用戶並在其版位流量上展示客製化之素材製作。
1.13. "Working Day" - any day which is not a Saturday, Sunday or a bank or public holiday in Taiwan.	1. 13. 「工作日」係指非星期六、星期日，或銀行或新加坡公共假期以外的任何一天。
2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES	2. 協議締結與服務建立
2.1. The Agreement will be concluded by the Parties upon execution of the Order.	2. 1. 本協議將由雙方履行合約後成立。
2.2. The Order may be executed by the authorized representatives of the Parties: (a) in written form – by exchange of signed 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. 2. 合約得由雙方授權之代表履行：(甲)書面形式——交換雙方簽署之文件；(乙)電子形式——透過電子郵件交換簽署文件之掃描副本；或(丙)使用電子簽名——依據適用法律之相關規範。
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. 3. 協議成立後，如適用，RTB House將指導客戶如何在其控制之數位資產上使用 RTB House 追蹤技術（標籤），該技術為蒐集用戶在數位資產上之活動資訊，以便提供相關服務之必要手段。RTB House 將遵照客戶要求，於客戶之數位資產上使用指定之標籤類型，並得依客戶之特定指示從事以下行為：(i) 在不會對服務產生不利影響之情況下，為客戶之數位資產提供額外之客製化標籤；(ii) 使用客戶提供之額外數據以優化客戶之活動。
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	2. 4. 基於客戶提供之廣告素材，RTB House 將從事素材製作以提供服務。RTB House 會將素材製作之草稿寄給客戶，經客戶批准後再於版位流量上展示。如果客戶在收到素材製作之草稿後的 2（兩）個工作日內未作出回應，則視為客戶同意該素材製作之展示。

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.

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.

2.5. RTB House 為用戶選擇與展示之素材製作將特別根據放置位置之上下文和用戶個人資料，其中包含用戶先前在客戶數位資產上之活動資訊。為服務客戶，用戶個人數據將由 RTB House 專門處理，並會和 RTB House 代表其他客戶或自身數據處理之數據分開。

2.6. 客戶經要求可獲得存取客戶介面之權限，並可管理以其名義進行之廣告活動。

3. RTB HOUSE 之陳述與義務

3.1. RTB House 特此聲明如下：(甲) RTB House 擁有一切必要權利與權限以開始並履行其在本協議下的義務；(乙) 本協議之成立以及本協議下各自義務的履行不違反 RTB House 作為一方或受其他方式約束之任何協議；(丙) RTB House 擁有展示廣告技術之一切必要權利；(丁) 於客戶的數位資產（如適用）上使用之標籤將不含任何惡意軟體，特別是「特洛伊木馬」、「電腦蠕蟲」、「定時炸彈」等電腦病毒或資料抹除軟體。

3.2. RTB House 承諾按照市場最佳慣例提供專業且有效率的服務。

3.3. 基於 RTB House 的合理判斷，RTB House 可能會雇用外包商以利於履行本協議下的義務。

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| <p>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.</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>3. 4. 當 RTB House 提供服務時，RTB House將採取適當措施，特別是藉由用心篩選展示於版位流量的素材製作內容，以保護客戶的品牌與商譽。</p> <p>3. 5. RTB House 不承擔任何保證，包含但不限於任何適銷性、所有權或對特定目的適用性的任何隱含保證。客戶可能藉由 RTB House 提供之服務獲得特定商業成果，RTB House 在此不作任何聲明。</p> |
| <p>4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT</p> | <p>4. 客戶之陳述與義務</p> |
| <p>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 for further display; (c) it will be solely liable toward third parties for the contents and the 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</p> | <p>4. 1. 客戶特此聲明如下：(甲) 客戶擁有一切必要權利與權限以開始並履行其在本協議下的義務；(乙) 客戶擁有一切必要權利，包括但不限於知識財產權或提供給 RTB House 的廣告素材作為進一步展示之許可；(丙) 客戶針對提供給 RTB House 的廣告素材內容與品質，會對第三方承擔全部責任，並且這類廣告素材將遵守以下規範：(一) 不侵犯任何知識財產權或第三方之任何權利；(二) 不包含任何與適用法律或規範相違背之內容；(三) 不包含任何不雅、粗俗、辱罵、誹謗、猥褻色情、提倡侵略或仇恨言論之素材；(四) 不包含任何惡意軟體，特別是「特洛伊木馬」、「電腦蠕蟲」、「定時炸彈」等電腦病毒或資料抹除軟體；(五) 任何時候皆應遵守展示客戶素材製作之所屬司法管轄區之所有適用法律規範與廣告和行銷行為準則；(六) 對於提供給 RTB House 的廣告素材內容與品質，客戶將對第三方負擔全部責任。；(丁) 所有廣告素材中提供的產品（「產品」），在提供服務的國家皆可合法進行交易和宣傳，並且根據上述第2.4條，客戶接受的素材製作在整個活動期間均符合適用法律；特別是客戶聲明：(一) 如有必要，客戶將取得所有許可並遵守所有適用法規，以便在提供本服務的國家，進行產品的交易和宣傳 (二) 客戶將告知 RTB House 關於該國對於宣傳產品與素材製作外觀的任何監管限制或條件，以及如有必要，客戶將提供相關資料並要求對素材製作的外觀進行必要修改；(三) 除非此類素材製作</p> |

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.

未根據上述第 2.4 條呈現給客戶，否則客戶將對與產品廣告和素材製作完整性有關的任何索賠負起全責；（戊）如果是根據客戶要求而與任何第三方工具或技術整合的服務，客戶將對該服務的營運承擔全部責任。

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

4.2. 客戶擔保，截至本協議簽署之日，客戶或其任何聯盟（或其任何董事、高階職員或據其所知的雇員，或其任何聯盟的任何董事、高階職員）（以下均統稱為「人員」，合稱為「人員」）均不受（甲）受到任何經濟、貿易或金融制裁或其他貿易限制，特別是聯合國、歐盟或歐盟成員國、英國、美國、地方當局，或其他相關司法管轄區（「制裁」）管理或執行，或（乙）位於、組織或居住在受制裁的國家或地區，或（丙）從事任何可能觸發有關當局實施制裁所指定的行動。

- 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.tw@rtbhouse.com within three (3) Working Days after the occurrence of 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. 3. 客戶同意，如果在簽訂合約日期後的任何時間，客戶或任何人員受到任何制裁，或實施制裁的程序即將開始（無論是在簽訂合約日期之前或之後），包括但不限於任何境外或二級制裁，客戶有義務在得知這類消息之日起 7（七）天內通知 RTB House 上述情況的發生，RTB House 可在此制裁生效或收到客戶通知後，立即暫停或終止本協議。儘管有上述規定，RTB House 如果經由非客戶通知的方式得知上述情況的發生，可以立即暫停或終止本協議。
4. 4. 客戶在此聲明提供給 RTB House 的資訊，特別是合約中包含的資料，皆屬真實、完整與最新的內容。如果任何相關資訊於協議成立後過時，客戶將發送訊息至以下電子郵件以告知 RTB House：
finance.tw@rtbhouse.com，並需於更動發生的 3（三）個工作日內告知。
4. 5. 客戶將在協議期間內與 RTB House 密切合作，提供 RTB House 一切所需資訊以獲取適當服務，並遵守由 RTB House 提供之服務之一切技術要求和規範。客戶亦須通知 RTB House 任何可能影響雙方合作或服務提供的變動或偶發事件（包括但不限於客戶之清算、宣布破產或預定技術之中斷等決策），不得無故拖延。

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| <p>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 under this Agreement are also fulfilled by such End Customer. The Client shall contractually impose on its End Customer obligations which are not less onerous to the Client's obligations under this Agreement 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.</p> | <p>4. 6. 如果客戶為替顧客（下稱「直客」）採購服務之廣告代理商，則客戶應確保其在本協議下的一切義務與保證，同樣適用於直客。客戶應以合約方式對其直客義務進行規範，並確保直客接受與其在本協議條款下相等之保障責任，且客戶應對直客任何違反本協議規定的作為或不作為向RTB House 承擔責任。</p> |
| <p>5. INTELLECTUAL PROPERTY RIGHTS</p> | <p>5. 知識財產權</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 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 Inventory.</p> | <p>5. 1. 為使 RTB House 提供協議中的服務，客戶將在服務提供期間給予或促使 RTB House 以及 RTB House 聯盟獲得使用廣告素材之免版稅、非獨占性全球許可之廣告素材使用，包含使用客戶的名稱、標誌與商標以進行素材製作並於版位流量上展示。</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 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.</p> | <p>5. 2. 上述許可應特別包含以下權利：（甲）向大眾展示並提供該廣告素材；（乙）以任何電子儲存媒體複製、編輯、更改、修改與分發廣告素材，並得與其他內容或素材共同編纂和結合，並擁有對以上素材以任何媒體形式進行編輯、更改、修改和編纂之使用、展示、提供或分發之權利；（丙）得記錄廣告素材（以機器可讀形式）並以電子方式儲存於自身資料庫中；（丁）代表廣告素材之創作者決定這些廣告素材完整性之權利。</p> |

<p>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.</p>	<p>5. 3. 在協議有效期內，客戶授權或促使 RTB House 和 RTB House 聯盟獲得全球免費、不可轉讓的權限，從而使用客戶的商標和標誌，並在所有 RTB House 或 RTB House 聯盟宣傳素材中陳列、複製、再現素材製作中包含的廣告素材。</p>
<p>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.</p>	<p>5. 4. 除非於此明確規定，本協議不會將任何協議生效前之既有知識財產權和/或任何一方於協議期間內創建之知識財產權進行轉讓或給許任何許可（不論以默示或其他方式）。</p>
<p>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 thereto.</p>	<p>5. 5. 所有服務內的知識財產權和/或因服務產生或相關之知識財產權應均歸 RTB House 所有（但不包括廣告素材的知識財產權，其仍為客戶所有）。為避免疑慮，RTB House 將擁有以下財產：（甲）任何由 RTB House 或代表 RTB House 開發並包含於素材製作中之內容（但廣告素材除外）；（乙）素材製作之設計；（丙）任何使用於服務中的 RTB House 技術；（丁）任何與之相關的文件或其他素材。</p>
<p>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.</p>	<p>5. 6. RTB House 於此允許客戶得於服務提供期間，在履行本協議所必要且可行之範圍內，擁有使用客戶介面之非獨占性全球許可。該許可應為服務內容的一部分，並根據第 6 條第 1 款的規定支付報酬。</p>
<p>6. PAYMENTS</p>	<p>6. 支付</p>
<p>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.</p>	<p>6. 1. 為持續提供服務，RTB House 應於每月向客戶收取報酬。報酬之計算方式將於合約中詳細說明。</p>

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| <p>6.2. The remuneration due to RTB House will be increased by any applicable tax at the rate 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.</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 settlement of any mandatory withholdings and deductions.</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 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.</p> | <p>6. 2. 應支付給 RTB House 的報酬將依發票開立日時的適用稅率加上任何適用稅金。客戶將全額負擔支付過程中產生之相關費用，尤其包括銀行轉帳費用。</p> <p>6. 3. 服務費用須全額支付，不得有任何扣除或預扣。如果有任何強制性預扣或扣除，則客戶應將該款項計入支付費用中，以使 RTB House 收到與發票紀錄相同之金額。客戶將負責結清任何強制性預扣和扣除費用。</p> <p>6. 4. 報酬應於發票指定的期限內，以合約載明之貨幣透過銀行轉帳的方式支付。RTB House 銀行對帳單上的收款日期視為付款日期。如果客戶未能成功於發票指定的期限內付款，則違約的每一日客戶須依照合約載明之利率支付到期款項的利息。</p> |
| <p>7. CONFIDENTIALITY</p> <p>7.1. Subject to Section 7.2 and 7.3 below each 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.</p> | <p>7. 保密條款</p> <p>7. 1. 根據第 7 條第 2 款以及第 7 條第 3 款，雙方承諾：(甲) 對另一方之所有保密訊息保密；(乙) 除授權接收人外，除非經本協議允許，不得向任何人揭露保密訊息；(丙) 保密訊息僅限用於履行本協議相關目的、與另一方聯盟簽訂協議，或用於本協議允許之其他目的；(丁) 至少應以其保護自己之相同等級機密資料所採取之謹慎與安全標準，維護保密訊息之機密性。</p> |

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| <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 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.</p> | <p>7.2. 收受方於以下第 7 條第 1 款之義務不屬於保密訊息：(甲) 由收受方獨立完成開發者；(乙) 成為可公開取得之資料，但前述情形以非因收受方或其授權接收人揭露，或違反本協議第 7 條而致者為限；(丙) 於另一方揭露以前，收受方或其授權接收人已在非保密基礎上持有之資料；(丁) 收受方過去、現在或未來能夠自第三人以非保密方式處取得相同資料，且根據收受方實際了解，該第三人未被要求負擔任何保密義務；(戊) 於揭露方揭露前，收受方已合法持有相同之資料；(己) 經雙方書面同意不為保密資料。</p> |
| <p>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.</p> | <p>7.3. 經法律、法院、監管機構或其他公共機構要求，收受方得揭露揭露方之保密訊息，惟須依照該要求之程度而揭露，且收受方必須：(甲) 在法律允許範圍內，以合理之書面通知事先告知揭露方揭露內容；(乙) 僅能在明確要求之下揭露必要內容。</p> |
| <p>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.</p> | <p>7.4. 第 7 條規定之保密義務於協議期間內至協議終止或到期後的三年皆具有約束效力。</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>7.5. 雙方在此承認，作為提供客戶服務的一部分，版位流量上展示的素材製作將包含 RTB House 的名稱與標誌，因此雙方之間進行中的商業合作並不構成保密訊息。</p> |
| <p>8. PRIVACY</p> | <p>8. 隱私</p> |

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| <p>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.</p> <p>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.</p> | <p>8.1. 雙方在此承認，為提供客戶服務，RTB House 使用 cookies 和其他類似追蹤技術（例如移動裝置標識碼），可儲存資訊或擁有存取用戶終端設備資訊的權限。</p> <p>8.2. 客戶同意告知用戶有關 RTB House 使用 cookie 和其他類似追蹤技術，並根據適用之隱私與資料保護法獲得所有必要同意並遵守義務，尤其包括 RTB House 或其聯盟得儲存資訊或擁有存取用戶終端設備資訊的權限。</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 performance of Services for the Client a direct link to RTB House Opt-Out page.</p> | <p>8.3. 客戶同意在其數位財產上發佈隱私政策，內容包含其數位財產使用 RTB House 技術等資訊，並附上 RTB House 服務隱私政策的連結。RTB House 同意在提供客戶服務期間，所展示的每個素材製作內容皆包含一個導向 RTB House 跳轉頁面的連結。</p> |
| <p>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 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.</p> | <p>8.4. 雙方同意遵守適用於 RTB House 所提供的服務相關的所有隱私與資料保護法規。若有需要，雙方應另外簽訂資料處理說明附件，該附件應專門規範造訪客戶數位資產的終端用戶，其個人資料處理之相關事項，包括雙方蒐集與處理個人資料之權利與義務，以及任何不法或不適當的資料處理的責任。除非雙方另有約定，一旦雙方正式簽署，該資料處理協議將構成本協議以及 RTB House 與客戶之間達成的任何後續協議的一部分。</p> |

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

9. 賠償與責任

9.1. 客戶同意對 RTB House、其聯盟及各自的董事、員工和代理人（下稱「**RTB House賠償方**」）進行賠償，使其免受損害並為其辯護，並使其免受任何索賠、訴訟、要求、判決或任何類型的法律程序（以下統稱為「**索賠**」）造成的損失。任何第三方、政府或產業組織針對 RTB House 賠償方主張或提出的任何損害、損失、開銷、責任或任何類型的費用（包括但不限於聘請律師或證人以及訴訟費用）與此類索賠（包括成功獲得賠償權利所必需的費用）有關，因任何違反或涉嫌違反客戶作出的任何保證、陳述或契約，特別是客戶提供的廣告素材對第三方的任何知識財產權或其他專有性權利的實際或涉嫌侵犯或違反有關。

9.2. 萬一發生上述情況，RTB House 將立刻向客戶提出索賠書面通知，並且客戶須立即提供 RTB House 一切必要文件與資訊，這些資料將影響相關法律程序的結果以及索賠相關的協助。RTB House 將擁有調查、辯護和解決索賠的完全掌控權與職權，前提是索賠的解決須經客戶事先同意（不得無理拒絕）。

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| <p>9.3. Except for the obligation to make payment of fees under the Agreement as well as liability related to 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 or otherwise, exceed the total value of the amounts due to RTB House pursuant to the Agreement in the six (6) months' 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.</p> | <p>9.3. 除根據本協議有支付費用義務和賠償與處理個人資料相關責任外，不論基於何種原因，如違約、侵權或其他事由，任何一方在任何情況下的總體責任均不得超過索賠事件發生前 6（六）個月加總之應付給 RTB House 的總金額。這代表協議成立之時即了解最大可預見的損失，且雙方同意 RTB House 收取的服務報酬的計算方式乃基於雙方之間的風險劃分。</p> |
| <p>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.</p> | <p>9.4. RTB House 提供之服務基於以下情況，不須承擔任何損失責任：（甲）基於 RTB House 在第 10 條第 3 款、第 10 條第 6 款或第 10 條第 7 款所述之權利，而導致服務中止；（乙）客戶或客戶須替其承擔責任的第三方，其作為或不作為違反本協議的任何規定。</p> |
| <p>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.</p> | <p>9.5. 除賠償義務產生的責任外，每一方對另一方的責任僅包含直接的金錢損失，並且每一方對於任何後果性、懲戒性、特殊、間接、附帶或懲罰性損害責任，包括但不限於利潤損失、使用損失與業務中斷之損失，即使造成的損害是可預見的，或者無論該方是否已被告知發生此類損害的可能性，在此仍予以排除其責任。</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>9.6. 如果延遲或違約是因合理控制範圍以外的情況引起，包括但不限於火災、洪水、突發事件、地震、電信線路故障、停電、網路故障或勞資爭議等，則任何一方均不須對該延遲或違約履行本協議下各自的義務。</p> |

10. TERMINATION OF THE AGREEMENT & SUSPENSION OF SERVICES	10. 協議終止與服務終止
10.1. The term of the Agreement will be defined in the Order.	10. 1. 本協議有效期間將於合約中定義。
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. 2. 每一方皆有權於 30（三十）天的通知週期內，透過郵寄書面通知或以電子郵件寄送掃描副本給合約中指定的另一方代表，以隨時終止本協議。
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. 3. 若一方符合以下情形，則另一方有權立即終止本協議：（甲）違反本協議的規定（尤指付款義務相關事宜）或是違反資料處理說明附件，且未在收到另一方以電子形式發出通知後的五（5）天內糾正其違約行為；（乙）違反一般適用之法律；（丙）為債權人利益的全面轉讓，被宣告破產或在破產、清算、解散、接管、扣押、和解協議或債權人利益的全面轉讓情形下，成為自願或非自願程序的標的；（丁）資料處理說明附件之終止。
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. 4. 如果客戶在本協議簽訂後 12（十二）個月內尚未啟用服務，或是服務條款基於任何原因終止且12（十二）個月內未恢復，則雙方之間的協議將自動終止。
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. 5. 本協議基於任何原因到期或終止時，客戶應支付 RTB House 所有未支付的發票款項與利息，此外，對於已提供但尚未開立發票的服務，RTB House 應開立發票，該發票以及其他相關支付費用根據第 6 條規定應由客戶支付。

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| 10.6. The provision of Services will be suspended: (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. 6. 以下情況將停止提供服務：(甲) 任一方提前 2（兩）天通知後；(乙) 合約中記錄之活動預算用盡時。 |
| 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. 7. 如果出現可能影響服務提供之技術問題，或客戶未能履行其在協議中的義務（尤其是未能按照協議如期付款），或基於法律、司法或行政決定，或第三方提出索賠（尤其是與廣告素材相關之索賠），則 RTB House 有權立即停止提供服務。 |
| 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. | 10. 8. 服務之中止並不影響客戶向 RTB House 支付在中止日之前的服務報酬的義務。 |
| 11. FINAL PROVISIONS | 11. 最後條款 |
| 11.1. Any matters not covered by the Agreement will be governed by the laws of Taiwan. 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 Taiwan Taipei District Court. | 11. 1. 本協議任何未涵蓋之事宜悉以台灣法律為準。雙方同意盡最大努力以友好態度處理任何因本協議引起或與本協議有關之爭端。若雙方無法友好達到和解，則將該爭端呈交至台灣台北地方法院，並由其擁有專屬管轄權。 |
| 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. 2. 除非本協議另有明確規定，雙方得藉由電子郵件、掛號信、專人遞送或知名快遞服務將任何通知寄送至合約中指定的地址或電子郵件地址。 |

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| 11.3. Should any of the provisions hereof be considered invalid or unenforceable by any court or administrative body or provisions of law, 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. | 11. 3. 如果任何法院、行政機構或任何法律規定，認定本條款中的任何協議無效或不可執行，將不影響本協議其他條款之效力及可執行性。無效或不可執行之條款將由另一與其擁有相同目標之條款或最接近目標之條款替代。 |
| 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. | 11. 4. 透過合約之簽署，客戶承認已閱讀所有條款並完全接受其規範，儘管客戶自身的法規可能包含任何牴觸的規範或規則。 |
| 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. 5. 本條款連同合約構成雙方就其指定事宜的全部協議，並取代雙方之間在此之前無論是口頭或書面，明示或暗示之理解，並排除客戶可能會尋求加入或是合併任何其他條款。若合約與本條款之間存在任何差異，則以合約的規範為準。 |
| 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. | 11. 6. 若本條款以多種不同的語言版本制定，當條款的英文版本與其他語言版本有分歧時，則以英文版本為準。 |