

TERMS OF SERVICE

The following Terms of Service ("**Terms**") apply to digital advertising services provided by **RTB House Arabia for Advertising Co. Ltd.**, a company registered under the laws of the Saudi Arabia with its registered office at: Level 7, Almurjana Tower, Office 771, Corner of Prince Sultan St. and Alkayyal St., PO Box 10113, Jeddah 21433, Kingdom of Saudi Arabia, Commercial Registration no. 4030480704, tax ID no. 311385530200003, ("**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 Framework Order and in the Campaign 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 or person that is directly or indirectly is controlled by the Party, controls the Party or is under common control with the Party;
- 1.3. "**Agreement**" – a framework agreement for the provision of Services concluded between the Client and RTB House comprising of these Terms and a Framework 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. "**Framework Order**" – an order for Services, executed by the Parties which specifies the scope, duration payment terms and any additional terms of providing the Services;
- 1.6. "**Campaign Order**" - an order to the Agreement executed between the Client and RTB House via email specifying the budget, rates and settlement model for specific Services;
- 1.7. "**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;
- 1.8. "**Authorized Recipients**" – a Party's Affiliates or such Party's and 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 reason;
- 1.9. "**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;
- 1.10. "**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;
- 1.11. "**Inventory**" – digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed.
- 1.12. "**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;

1.13. **“User”** – an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom Banner Creations are to be displayed on the Inventory.

1.14. **“Working Day”** - any day that is not a Friday or Saturday or a bank or public holiday in Saudi Arabia.

2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES

2.1. These Terms are parts and parcels of each Framework Order concluded between the Parties and shall form as binding and integral in relation to the Framework Order. The Agreement will be concluded by the Parties upon execution of the Framework Order.

2.2. The Framework 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 email; or (c) by using e-signature – in accordance with the relevant provisions of the applicable laws.

2.3. RTB House will start providing Services to the Client after execution of a Campaign Order between the Parties and after technical implementation specified in Section 2.6. below (if applicable).

2.4. The Campaign Orders will be executed in the following way:

2.4.1. RTB House sends to the Client (via email) a draft of a Campaign Order which shall constitute an offer of provision of the Services on the terms specified therein; any new version of a Campaign Order sent by RTB House before the acceptance of the previous version by the Client shall constitute a new offer which takes precedence over the previous offer;

2.4.2. The Client accepts the Campaign Order by replying to the offer referred to in Section 2.4.1 with explicit acceptance of the terms set out in the Campaign Order; RTB House is not bound by any counteroffer made by the Client;

2.4.3. Campaign Order is deemed to be concluded only upon full and unconditional acceptance of the terms set out in the Campaign Order by the Client. The date of the conclusion of the Campaign Order is deemed to be the date of the reception of the Client’s acceptance of the terms set out in the Campaign Order.

2.5. The Client declares and warrants that any person accepting a Campaign Order on behalf of the Client in accordance with Section 2.4 above will be duly authorized to do so and that the Client will in any case fulfil all obligations resulting from acceptance of the Campaign Order by such person.

2.6. Upon the conclusion of the Agreement and if applicable RTB House will provide the Client with guidance on the implementation of RTB House technology (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.

2.7. 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.

2.8. 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.

- 2.9. Upon request, the Client will be granted access to the Client's panel, enabling the 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 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 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 will be advantageous for the performance of 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 the diligent selection of the Inventory for the 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 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 the performance of Services; (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 in violation to applicable laws or regulations; (iii) not contain any material that is indecent, vulgar, abusive, defamatory, and obscene or pornographic, and promote aggression or hate speech or violate Shari'ah or Islamic law principles; (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 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) 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 2.7 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 Service 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 2.7 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 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 Framework 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.ksa@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 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. Any failure by the Client to notify RTB House of such changes which results, whether directly or indirectly, in the improper rendering of the Services by RTB House, shall be the responsibility of the Client and RTB House will not be required to rectify any errors and will not be liable for any losses arising as a result of the provision of the Services based on outdated or inaccurate information.
- 4.6. If the Client is an advertising agency that procures the Services for its customer ("**End Customer**"), 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 specific and 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.

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's 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 and trademarks of the Client for developing the Banner Creations and displaying the Banner Creations on the

Inventory. The Client shall cause to provide the necessary trademark license to RTB House for the use of the Client's trademarks.

- 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.
- 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 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 remuneration from the Client. The settlement model applicable for particular Services together with the rate or commission will be specified in the Campaign Order.
- 6.2. The remuneration due to RTB House 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.
- 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.
- 6.4. The remuneration shall be paid via bank transfer within the deadline stated in the invoice, in the currency indicated in the Framework 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, RTB House reserves the right to suspend rendering the Services until full payment of any outstanding amounts and RTB House reserves its right to use any legal remedies

available to collect the outstanding payment in full. The Client shall also compensate RTB House for the damages caused to RTB House arising from the Client's delay in the payment of the invoices. Such damages shall be equivalent to 0.25% per day of delay, capped at 10%, both counted from the overdue invoice amount.

7. CONFIDENTIALITY

- 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 entering into an agreement with the other Party's Affiliates 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 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; and (f) the Parties agree in writing to be not confidential.
- 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.
- 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 (a) 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 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.
- 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 of information or gaining access to 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 the performance of Services for the Client a direct link to the 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 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, 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 semi-governmental entity, 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 (under Section 9.1) 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 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).
- 9.3. Except for the obligation to make payment of fees under the Agreement and 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 specific Campaign Order in relation to which the Claim took place 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 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.
- 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 the loss of profits and 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 or labor disputes.

10. TERMINATION OF THE AGREEMENT & SUSPENSION OF SERVICES

- 10.1. The term of the Agreement will be defined in the Framework 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 of a signed termination letter by e-mail to an authorized representative of the other Party specified in the Framework Order.
- 10.3. Each Party will have the right to terminate the Agreement with an immediate effect if the other Party: (a) breaches the provisions of the Agreement (in particular related to payment obligations) including 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 to rectify the specific breach; (b) violates relevant 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, and (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. Without prejudice to RTB House's right to claim for any remedy for damages, on the expiry or termination of this Agreement for any reason, the Client shall pay to RTB House all outstanding unpaid invoices. 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: (a) at any time, upon each Party's **2 (two) days'** notice; and (b) upon the exhaustion of the campaign budget specified in the Campaign 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 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.

11. FINAL PROVISIONS

- 11.1. These Terms shall be governed and interpreted in accordance with the laws of the Kingdom of Saudi Arabia. Additionally, any matters not covered by the Agreement will be governed by the laws of the Kingdom of Saudi Arabia.
- 11.2. 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 Jeddah, Saudi Arabia courts.

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- 11.3. 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 Framework Order.
- 11.4. 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.
- 11.5. By placing the Framework Order, the Client acknowledges that it has read the Terms and fully accepts their provisions and agrees to be bound by them.
- 11.6. The Agreement together with the Campaign 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 Framework Order, Campaign Order and these Terms, the relevant terms shall have the following order of precedence: (1) Campaign Order, (2) Framework Order, (3) these Terms.
- 11.7. 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 shall prevail.