

Publisher IO Terms

1. Definitions

"Advertiser" means a third party that provides the Company with the Advertising Materials for the purpose of displaying it on the Publisher's Inventory.

"Advertising Materials" means any information, ads, campaigns, content, photo, text, video, sounds, graphics, music, image, links to third party sites or services, logos and any other materials or content provided by an Advertiser or anyone on an Advertiser's behalf and licensed to Company in order to enable and place on Publisher's Inventory, as defined below.

"Advertiser's Product" means a product of the Advertiser, including, but not limited to software, a mobile application, or services' owned or licensed to the Advertiser and promoted through the Advertising Materials.

"Click" means any click on the Advertising Materials that is not a result of any Fraudulent Activity.

"CPC" means cost per Click.

"CPM" means cost per thousand Impressions.

"Inventory" mean mobile applications and/or webpages accessible via mobile or tablet device, which Publisher owns or has obtained the rights to use.

"Impressions" means any impression on the Advertising Materials which are not a result of Fraudulent Activity.

"IAB Terms" means the Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less.

"End User" means an individual user who views the Advertising Materials on the Publisher's Inventory.

"Fraudulent Activity" means the following, as shall be determined by the Company at its sole discretion: (a) automated, fraudulent, invalid or fictitious sales, registrations, downloads or installations of the Products or Advertising Materials; (b) automated or fraudulent clicks on any Advertising Materials; (c) initiating, installing or uninstalling any program on or from End User's device, without the End User's prior express consent or any other similar practices; (d) incentivizing any person to, or engaging in any activity that is likely to inflate revenue, the number of installations, clicks, downloads, impressions and similar actions or use of any automated program in order to generate such installations, clicks, downloads, impressions and similar actions; (i) direct or silent install of a program or the Product on the End User's device or interference with any of the devices functionalities and operating systems; (f) misleading, deceptive or illegal generation of traffic; or (h) using any material that contains any viruses, worms, Trojan horses, or any other computer code, files or programs designed to interrupt, hijack, destroy or limit the functionality of any computer software, hardware, network or telecommunications equipment. In addition to this, Advertiser shall share how fraud will be defined & calculated for campaigns

"Frequency Capping" means the budget cap of the campaign as specified in the Insertion Order (if applicable), as may be changed by the Company at any time during the term of this Agreement at the Company's sole discretion and upon notification to Publisher.

"Net Revenue" means the total amount of income and revenues generated by Company with respect to the Advertising Materials, minus reasonable costs, taxes, fees, etc.

"Proprietary Rights" means all intellectual property rights, including, without limitation: (a) all inventions, whether patentable or not, all improvements thereto and derivatives thereof, and all patents and patent applications; (b) all registered and unregistered marks and registrations and applications for registration thereof; (c) all copyrights in copyrightable works, all other rights of authorship, including without limitation moral rights, and all applications and registrations in connection therewith; (d) all trade secrets and confidential business and technical information (including, without limitation, research and development, programming, know-how, proprietary knowledge, financial and marketing information, business plans, formulas, technology, engineering, production, operation and any enhancements or modifications relating thereto, and other designs, drawings, engineering notebooks, industrial models, software and specifications); (e) all rights in databases and data compilations, whether or not copyrightable; and (f) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media).

"Prohibited Content" shall mean, as determined by Company at its sole discretion, any Fraudulent Activity and/or any activity and/or use of any content which: (i) is considered a criminal offense or could give rise to civil liability, or violates any applicable law, regulation or order of any court or tribunal; (ii) adversely affects public or private infrastructure or equipment; (iii) violates any third party right including without limitation, intellectual property rights and rights to privacy; (iv) use, endorsement or promotion of content which is adult content, pornographic, obscene, excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, libelous, defamatory, slanderous, offensive or discriminatory; or, (v) promotes illegal actions and/or content, including but not limited to, hacking, botnets, cracks, serials, warez, keygens, DDL (direct downloads), spam, spyware, illegal drugs or medicine, ROMs, EMUs, phishing, pirated media (such as illegal MP3 or movie downloads), obscene or pornographic content, arms trafficking, counterfeiting money, violations of export control laws, any type of malware or spyware or actions and/or content which otherwise target persons less than 18 years of age.

"Rates" means CPC, CPI or CPM payouts rates or the Revenue Share (as applicable), as shall be specified in the Insertion Order above.

"Revenue Share" means the Publisher's fixed percentage or share of the Net Revenue.

"Targeted Countries" means the countries and geographic locations specified in the Insertion Order above and for each campaign shared with the publisher

2. Service and License Grant

- 2.1. Subject to the terms and conditions of this Agreement, Publisher will use the Advertising Materials provided by the Company to promote and distribute the Products through the Inventory. Publisher will be responsible for the implementation of the Advertising Materials in the Inventory as instructed by the Company and to ensure proper functionality, placement and linking of the Advertising Material. Any traffic generation and placement of the Advertising Materials by Publisher which is not permitted or otherwise stated in this Agreement shall be prior approved in writing by the Company.
- 2.2. Subject to the terms and conditions of this Agreement, the Company grants to Publisher a revocable, non-exclusive, non-assignable, right to use, copy, distribute and transmit the Advertising Materials subject to the terms herein. Publisher may not use the Advertising Materials in any manner not expressly permitted by this Agreement. Publisher may not reproduce, modify or make any use of the Advertising Material except as expressly provided and permitted in this Agreement. Any and all rights not expressly granted in this Agreement are expressly reserved by the Company and or its partners or licensors. The license granted herein will immediately terminate if Publisher does not comply with its obligations under this Agreement.

3. Representations

- 3.1. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement; (b) the execution of this Agreement does not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation, enforceable in accordance with its terms; and (d) Comply with all laws, regulations, orders, decrees, rulings and judgments applicable in the relevant jurisdiction, practices and procedures while performing its obligations hereunder.
- 3.2. Publisher hereby represents and warrants that: (a) it owns all rights, licenses and permissions to use the Inventory, or any part thereof, and to place, deliver or display the Advertising Material on the Inventory as set out in this Agreement; (b) it will act in good faith and in compliance with the terms of this Agreement, applicable laws, regulations and applicable policies; (c) the Inventory does not contain Prohibited Content; (d) Publisher shall not, either directly or indirectly, use or engage with any Fraudulent Activity to generate traffic to the Advertising Materials, or for any other purposes; (e) Publisher shall not use any Advertising Material other than the Advertising Material provided by the Company without the Company's prior approval; (f) Publisher shall not use the Advertising Material together with any other advertising material or with any other material and content which is deceptive, false or misleading, obscene, libelous, defamatory, profane, illegal, or otherwise offensive material or in any context that might harm the goodwill or reputation of the Company or that disparages or devalue the Company or the Advertiser, or infringes any third party rights, including, but not limited to any privacy, publicity or proprietary right; (g) Publisher shall be solely responsible for the proper maintenance and compliance of the Inventory, including without limitations, the content available through the Inventory and implementing the proper legal documentations (e.g., applicable disclaimers, privacy policies, terms of use, etc.), Publisher represents and warrants that the content available in and through the Inventory is, and shall remain during the term of this Agreement, in compliant with applicable laws, regulations and industry standards. In addition, the Publisher represents that the content made available through the Inventory does not and will not infringe third party rights, including without limitations, any intellectual property rights and privacy rights. Publisher acknowledges and agrees that at any time during the term of this Agreement, if according to the Company's sole reasonable discretion it is not compliant with the terms and conditions of this Agreement, then the Company may: (a) immediately terminate this Agreement; (b) take any measure it sees fit to prevent or cure any damage caused by Publisher's conduct.

4. Payment

- 4.1. Subject to the terms and conditions the Company will pay the Publisher either (i) the Revenue Share, as specified in the Insertion Order above; or (ii) the amount of Installs, Clicks or Impressions multiplied by the CPI, CPC and/or CPM rates, as specified in the Insertion Order above (the "**Consideration**").
- 4.2. It is clarified that Publisher shall not receive any payment for Clicks, Impressions or Net Revenues generated in means not compliant with this Agreement or were deemed as generated from Fraudulent Activity.
- 4.3. Publisher acknowledges and agrees that the Company will not be required to pay Publisher the Consideration until the total

amount of the Consideration due and payable to the Publisher is equal or exceeds the amount of two hundred and fifty U.S. Dollars (US\$250) (the "**Minimum Payment Threshold**"), otherwise such payment will be carried over to the next subsequent month until the Minimum Payment Threshold is reached.

- 4.4. The Consideration will be calculated and tracked solely based upon the Company's records. During the Term hereof, the Company will provide Publisher with access to an online reporting system developed where Publisher will be able to view measurements or statistics regarding Impressions, Clicks or Net Revenue, as applicable ("**Report**").
- 4.5. In the event the reporting system is not available, Company undertakes to provide Publisher with weekly reports via email with the aforesaid information specifications. Publisher acknowledge that the Reports might be based on third party reports (e.g., the Advertiser's reports) and are subjected to such third-party adjustments, thus occasional delays and adjustments may occur and are out of the Company's control and responsibility. All Reports may be updated and adjusted up to thirty (30) days back. The Company is not liable for any unavailability or inaccuracy, temporary or otherwise, of the Reporting System.
- 4.6. If Publisher disputes the information detailed in a Report, it will provide the Company with a written notice that will specify the reasons for such dispute ("**Dispute Notice**"), by no later than five (5) days from the date of the receipt of such Report. Following receipt of a Dispute Notice, the parties will co-operate, in good faith, to resolve such dispute. The Company may withhold payment of any disputed amounts until the dispute is resolved.
- 4.7. Publisher acknowledges and agrees that in the event it did not submit a Dispute Notice, the Report and amount of the Consideration shall be deemed final and non-disputable.
- 4.8. Each party shall bear its own taxes, duties and charges imposed or that may be imposed by any applicable governmental agency in connection with the Agreement, the Consideration and each party's performance hereunder.

5. **Term**

- 5.1. Each party hereto may cause the termination of this Agreement upon 48-hour prior written notice to the other party.

6. **Traffic Quality**

- 6.1. Publisher hereby covenants and undertakes to provide the Company with only real and authentic Clicks, Impressions, registrations, downloads, views or installations of the Advertising Materials. In any case of Fraudulent Activity the Company will, using its sole discretion and without any notice, deduct any relevant amount resulting from the Fraudulent Activity from the Consideration. To remove any and all doubt, Company monitors its traffic sources and the End User's behavior, and has internal means to detect Fraudulent Activity. In any event, Company will not pay, for any Clicks, Impressions, traffic, registrations or installs that are suspected by Company as Fraudulent Activity or in violation of any obligation under this Agreement.

7. **Confidentiality**

- 7.1. The Publisher covenants and undertakes that, during the Term and thereafter, absent the Company's prior written consent, all information, written or oral, relating directly or indirectly to this Agreement, the Services, the Company or its business (actual or planned), disclosed to it by the Company, developed by it or which otherwise became known to it in connection with the performance of this Insertion Order, including, without limitation, any and all patent applications, drawings, specifications, techniques, diagrams, computer software, codes, charts, plans, statements, assessments, analyses, estimates, views and opinions, know-how, processes, machines, practices, inventions, improvements and records ("**Confidential Information**"), shall be maintained by it in full and absolute confidence, and it shall not use such Confidential Information, directly or indirectly, in whole or in part, for its own benefit or for any purpose whatsoever except as specifically and explicitly provided herein. The Publisher will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by its consultants, employees, subcontractors and affiliates. Publisher undertakes not to transmit or transfer the Confidential Information to any third party, including but not limited to, daughter companies, sister companies and mother companies, without the Company's prior written consent. Upon the termination of this Agreement, for any reason whatsoever, the Publisher shall return to the Company any and all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Information or any portion thereof. Notwithstanding anything else to the contrary herein, the obligations under this Section shall survive the termination of this Agreement.

8. **Intellectual Property**

- 8.1. Subject to the provisions of this Agreement, the Publisher hereby acknowledges, confirms and agrees that any and all title, interest and right, of any type or nature whatsoever, in any of the Intellectual Property Rights which is or shall be either: (i) disclosed, communicated or delivered to the Publisher by the Company or any of its directors, officers or agents; or (ii) made, conceived or created by the Publisher or any of its employees, directors, officers, consultants or sub-contractors in the provision of the Services during the Term, is and shall be the sole and exclusive property of the Company for all intents and purposes. Neither this Agreement nor any other agreements or understandings there may be between the parties, if

any, shall be construed to constitute a grant to the Publisher of any Intellectual Property Rights, except for the sole and limited purpose of fulfilling its obligations under this Agreement. Notwithstanding anything else to the contrary herein, the obligations under this Section shall survive the termination of this Agreement.

9. Limitation of Liability

9.1. The Advertising Materials and any other technology or services provided by the Company are provided on an "AS-IS" basis. Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law the Company disclaims all warranties of any kind, express, implied, statutory or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property rights, and any implied warranties arising from course of dealing or course of performance, with respect to the foregoing. The Company does not warrant that: (i) the Advertising Materials, the Products, or any content, technology or services available therein will be error free or that any errors will be fixed; or that (ii) Publisher will profit or derive any benefit from the use of Products or Advertising Material. In no event will the Company or its representatives be liable for any consequential, indirect, special, exemplary or punitive damages arising out of or related to this Agreement, including but not limited to damages for lost data, lost profits or revenues, loss of goodwill, service interruption, computer damage or system failure, software or costs of procurement of substitute goods or services, arising out of or in connection with this Agreement, Advertising Materials or the Products, based on contract or tort (including products liability, strict liability and negligence), and whether or not the Company should have reasonably foreseen or should have been aware or advised of the possibility of such damage and notwithstanding the failure of essential purpose of any limited remedy stated herein. If applicable law limits the applicability of this limitation of liability section, then the Company's liability shall be limited to the maximum extent possible by applicable law. The total liability of the Company under this agreement shall not exceed the total amount of fees made under this Agreement during the month preceding any claim under which such liability shall arise.

10. Relationships of Parties/Third Party Rights

10.1. The relationship between the parties hereto is intended to be that of independent contractors and nothing contained herein shall constitute each party or any of parties' employees or representatives, the agent or employee or representative of the other party for any purpose whatsoever. Accordingly, each party will have no power to act for or to bind the other party in any dealing with third parties, unless specifically authorized in advance and in writing by the other party.

11. Jurisdiction

11.1. This Policy and the IO shall be governed, construed and interpreted under the laws of the Republic of Singapore, excluding its conflict of laws principles. The Parties do not intend that this Policy or the IO shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise, by any person who is not a party to this Policy

12. Force Majeure

12.1. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, pandemic, epidemic and other acts of God.

13. Miscellaneous

13.1. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. The Publisher may not assign or delegate any of its rights, duties or undertakings under this Agreement to any third party without the express prior written consent of the Company, and any unauthorized assignment or delegation shall be null and void. The Publisher may assign this Agreement subject to the prior written consent of the Company, which shall not be unreasonably withheld. In the event it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties hereto. The parties acknowledge and confirm that all terms and provisions of this Agreement are personal and confidential, and undertake to keep such terms and provisions in confidence and refrain from disclosing such terms and provisions to any third party. Any notice under this Agreement shall be sent to the addresses set forth in the Agreement (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt.