

TERMS AND CONDITIONS FOR PUBLISHERS

These Terms and Conditions for Publishers (the "**Terms**"), together with Zippor's: Insertion Order ("**IO**") if applicable, Privacy Policy (available at <https://zippormedia.com/wp-content/uploads/2017/10/privacy.pdf>) (the "**Privacy Policy**"), the Data Processing Agreement ("**DPA**") (available at <https://zippormedia.com/wp-content/uploads/2020/08/DPA.pdf>) ("**DPA**") incorporated hereto by reference and collectively referred to as the "**Agreement**", are entered into and shall constitute a binding agreement by and between Zippor Media Ltd. and its affiliates ("**Zippor**") and the party executing the IO ("**Publisher**", and together with Zippor - the "**Parties**"), as of the Effective Date as stated in the IO.

The Terms shall govern any and all future mutual agreed campaigns or engagements of the Publisher, as a publisher, with Zippor unless agreed otherwise Zippor in writing.

1. The Engagement

- 1.1. Zippor's systems and platforms enables Publisher, as owner of website(s) and/or mobile application(s) and/or as a seller of traffic ("**Media**"): (1) to receive, transmit and promote advertisements and promotional materials ("**Creative**") advertised by third parties as advertisers ("**Advertiser(s)**") via Zippor, (ii) to use Zippor optimization technology as shall be provided by Zippor from time to time, and (iii) to share with Zippor payments actually received by Zippor from the Advertisers related to the promotion of such Creative through the Publisher's Media ("**Campaign(s)**").
- 1.2. Publisher granted Zippor the right to use Publisher Media inventory, of all kind, in order to run the Campaigns through the Media.

2. Representations and Warranties

- 2.1. Publisher hereby represents and warrants at all times during the Term that: (i) there is no restriction, limitation, which prevents it to enter into the Agreement and fulfil its obligations under the Agreement;(ii) it has full authority to enter into this Agreement; (iii) it shall comply with all applicable laws, rules and governmental regulations; (iv) it shall maintain any licenses, certifications, permits or authorizations required to operate the Media; (v) it shall adhere to applicable professional standards, inter alia with regards to the provide, offer, distribute, broadcast, and publicly perform the Campaigns.
- 2.2. With regards to the Media, Publisher hereby represents and warrants at all times during the Term: (i) Publisher shall not infringe any third party right including any intellectual property rights, rights of publicity, privacy or data protection rights; (ii) Media shall not include vulgar, pornographic or obscene content, nor such content harm in any way the goodwill or reputation of Zippor or disparage or bring Zippor and/or its Advertisers into disrepute, including by possibly being perceived as indecent, illegal, misleading, harmful, abusive, harassing, liable, defamatory or containing or embodying other offensive materials; (iii) Publisher may not authorize a third party to do any of the foregoing; and (iv) Publisher shall be solely responsible for creating backup copies of any data and information relating to its use of Zippor's services, at its sole expense.

- 2.3. Publisher undertakes to prevent any action which, at Zippor's sole and absolute discretion, creating illegitimate Payments, inter alia, viewing the Creative by using robots, frames, iframes, scripts, or any other means, other than natural persons viewing actually displayed Creative in the normal course of using any device ("**Fraudulent Action**"). Publisher will take any step needed in order to detect such Fraudulent Actions and prevent continuation and/or recurrence of occurrences thereof. Publisher shall update Zippor in writing on an on-going basis, its practices for reducing Fraudulent Actions. Upon Zippor's request, Publisher shall provide third-party monitoring or certified reports which will prove that Publisher is not using Fraudulent Action(s) in its engagement with Zippor.
- 2.4. Zippor shall have no obligation for compensation, liability or otherwise in respect of Fraudulent Actions, and therefore shall not be billed or required to pay for traffic directly or indirectly based or related to any actual or alleged Fraudulent Actions.
- 2.5. To the extent any payment attributable to Fraudulent Action is or may be paid by Zippor to the Publisher and/or any other third party on its behalf, then Publisher shall, upon Zippor's first notice, reimburse and refund such payment to Zippor.
- 2.6. Zippor and/or any other third party on its behalf, shall be entitled during the Term and for 12 month following its termination, to monitor and audit the books and records (including, without limitation, log files) of the Publisher for the purpose of determining compliance with these Terms, and in particular with the Publisher's obligation regarding the prevention of Fraudulent Action.
- 2.7. Publisher acknowledge that Zippor may use fraud detection, traffic validation and verification, or other technologies or tools to monitor and measure compliance with these Terms.
- 2.8. Publisher may not, directly or indirectly, deliver transmit or otherwise make available in connection with these Terms any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code or program that may or is intended to damage or hijack the operation of any Zippor's or any other third party hardware, software, or equipment, or any other actually or potentially harmful, disruptive, or invasive code or component including code to monitor users without their prior consent.
- 2.9. Publisher shall not use the Media and/or Zippor's services in any way or context that harms the goodwill or reputation of Zipor or that may disparage or bring Zippor or any of its Advertisers into disrepute, including any use that contains and/or may be perceived as indecent, illegal, misleading, harmful, abusive, harassing, liable, defamatory or other offensive materials.
- 2.10. Warranties Regarding Kid's Sites
 - 2.10.1. Zippor requires that the Publisher identify whether any of its Media: (1) is directed to users under 13 years of age; or (2) collects information from users actually known to be under 13 year of age (in each case, a "**Kid's Site**").
 - 2.10.2. Publisher represents and warrants that with respect to any Kid's Site, Publisher will not use or allow use of the Zippor's services in connection with any activity that may violate the Children's Online Privacy Protection Act ("**COPPA**"), including, without limitation: (1) placing behaviorally targeted ads; (2) creating profiles of users or visitors of Kid's Sites; or (3) collecting personal information (as defined by COPPA) from users or visitors of Kid's Sites. Subject to the foregoing restrictions, SSP is permitted to place contextual ads on Kid's Sites.

3. Campaigns

- 3.1. Publisher will only use advertising materials to be provided through Zippor, based on the original Advertiser's Creative as shall be relevant to the Advertiser's Campaign.
- 3.2. Publisher will NOT create its own banners or advertising content in connection with any Advertiser Creative or Campaign, and shall not edit and/or modify any Creation, unless expressly approved in writing by Zippor.
- 3.3. At any time, Zippor may suspend any Campaigns and/or block access to Zippor's services (or any part thereof) and/or temporarily or permanently limit, suspend or terminate such access, for any reason, at its sole discretion, in addition to any other remedies that may be available to it under any applicable law, without assuming any responsibility with respect to such actions or any related loss of any data.

4. Payments

- 4.1. Unless otherwise agreed in writing, all payments shall be made in US Dollars.
- 4.2. Zippor shall pay Commission to Publisher ("**Payment(s)**") in accordance with the payment terms and currency stipulated in the IO, after it receives payment from Advertiser for the respective Campaign.
- 4.3. The Payments to be paid to Publisher will be calculated and invoiced monthly for all Campaigns during the applicable payment period, all as shall be approved by Zippor from time to time according to Zippor's records. If the difference between measurements made by Zippor and by the Publisher or by any third parties on Publisher's behalf shall exceed 10%, then that the Parties will use commercially reasonable efforts to resolve such discrepancy in good faith.
- 4.4. No Payments can be executed by Zippor without an invoice or payment request form and appropriate tax withholding exemption forms as applicable.
- 4.5. Without derogation from the generally mentioned above, Publisher acknowledge and agree that Zippor will have the right to withhold or dispute payment of any amounts on the basis that they were generated by Fraudulent Action and/or invalid means unless and until the Parties have mutually agreed in writing upon what constitutes of such invalid means.
- 4.6. Publisher is solely responsible for payment of any Taxes applicable under the Agreement, except for taxes on Zippor's net income.
For purposes of these Terms, "Taxes" shall mean all federal, state, local, foreign and other net income, gross income, gross receipts, sales, purchase, use, ad valorem, value added, goods and services, harmonized sales, transfer, franchise, profits, withholding, payroll, excise, stamp, real or personal property, customs, duties or other taxes, fees, levies, assessments or charges of any kind whatsoever, including any related penalties and interest, imposed by any federal, territorial, state, local, or foreign government or any agency or political subdivision of any such government.

5. Privacy and Data Protection

- 5.1. Publisher undertakes to comply with applicable Data Protection Laws, and to the extent that Publisher collect and/or share any personal data (as this term is defined under Data Protection Laws) with Zippor, Publisher hereby agree to the DPA terms and conditions, as incorporated herein by reference.

In these Terms, "**Data Protection Laws**" means any and/or all applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state or deferral or national level, pertaining to data privacy, data security and/or the protection of personal data, including the Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), including any amendments or replacements to them, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**").

6. Intellectual Property

- 6.1. Zippor's services and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of Zippor), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to Zippor and are subject to copyright and other applicable intellectual property rights under domestic laws, foreign laws and international conventions.
- 6.2. Publisher may not adapt, sublicense, make any commercial use, copy, distribute, display, make available to the public, decompile, disassemble, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to the Zippor's Intellectual Property, either by itself or by anyone on its behalf, in any way or by any means, unless expressly permitted in these Terms.
- 6.3. Zippor has no obligation to provide the Publisher or any other third party on its behalf, support, maintenance, upgrades, modifications, or new releases under these Terms.
- 6.4. During the Term of this Agreement, Publisher agrees that Zippor may display Publisher's logo and name, as provided by the Publisher, on Zippor's website(s) and within its marketing materials Zippor may publicly refer to Publisher.

7. Confidentiality

- 7.1. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, but not limited to, the terms and conditions of these Terms (including pricing), business and marketing plans, technology and technical information, product designs, trade secrets and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without restriction on use or disclosure; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

- 7.2. Receiving Party shall not use Confidential Information of Disclosing Party for any purpose other than to perform its obligations or exercise its rights under these Terms. In addition, Receiving Party shall not disclose Confidential Information of Disclosing Party to any third party, except with Disclosing Party's prior written consent or as otherwise required by law or legal process. Notwithstanding the foregoing, each party may disclose the Confidential Information of the other party to its employees, consultants or other agents who have a bona fide need to know such Confidential Information; provided, that each such employee, consultant or agent is bound by confidentiality obligations at least as protective as those set forth herein. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).
- 7.3. If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure. If
- 7.4. Upon any termination of this these Terms, Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for seven (7) years and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

8. Limitation of Liabilities

- 8.1. Zippor does not warrant or make any representations regarding the use, the inability to use or operate, or the results of the use or operation of Zippor's services (or any part thereof).
- 8.2. Zippor's services (and any part thereof), including without limitation any content, data, products, marketing materials, reports and any information related thereto, are provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied, including warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose or use. Zippor is not responsible for the results of Publishers' use of the services nor its publication of campaigns, including for any success or failure thereof.
- 8.3. Zippor does not warrant or represent that the services under the Agreement will be provided without interruptions or shall be error free, nor that the Advertiser Campaign or the services are of satisfactory quality including without limitations in regards to merchantability, fitness for a particular purpose, non-interference, non- infringement, usability, quality, availability, security, accuracy, suitability, completeness, truthfulness, effectiveness and/or reliability of the technology and/or the services, including of any content, data, results, or the information obtained or generated in connection with publisher's use of the services. Zippor does not endorse any entity, product, service or creative used and/or transmitted in connection with the services, nor any advertisers or campaigns. The use of Zippor's services are at Publisher's own risk.

- 8.4. Zippor shall not be liable for any indirect, incidental, consequential, special or punitive damages, including without limitation loss of or damage to data, loss of anticipated revenues or profits, work stoppage or impairment of other assets, whether in an action of contract, negligence or other tortious actions resulting from or arising out of the services (or any part thereof), use or inability to use the services, failure of the services to perform as represented or expected, loss of goodwill or profits, the performance or failure of Zippor to perform under the agreement, any other act or omission of Zippor by any other cause whatsoever, including damages arising from the conduct of the Publisher, any Advertiser and/or any end-users, or any Campaigns and/or materials used and/or made available through the services; or based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory, regardless of whether or not foreseeable and whether or not it has been advised of the possibility of such damages. without derogating from the foregoing, the aggregate liability which may be imposed upon Zippor under this agreement shall not exceed the amounts payable by Zippor in the month preceding the incident giving rise to the claim.
- 8.5. Publisher hereby acknowledges and agrees that these limitations of liability are agreed allocations of risk constituting in part the consideration for Zippor's services to Publisher, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if Zippor has been advised of the possibility of such liabilities and/or damages.

9. Indemnification

- 9.1. Publisher undertake to indemnify, defend and hold harmless, Zippor, its agents, officers, directors and employees from and against any claims, demands, suits or proceedings (“**Claims**”) brought against Zippor by a third party arising from: (a) breach of these Terms by Publisher, (b) infringe any Intellectual Property right of Zippor, the Advertisers or of any third party, (c) an allegation that an Publisher infringes or violates the rights of any third party, is defamatory, libelous, obscene, deceptive, or violates any applicable law, (d) in case of using the data regarding end-users obtained pursuant to the execution of the Agreement, for illegal purposes or in contrary to any applicable laws.
- 9.2. Publisher shall pay Zippor any damages finally awarded against Zippor, settlements agreed to in accordance with these Terms, and reasonable costs and expenses (including reasonable attorneys’ fees) directly attributable to such Claim.
- 9.3. The mentioned indemnity obligations are contingent on Zippor giving reasonable written notice of any Claim. Zippor will have sole control over the litigation or settlement of such Claim.

10. The Parties' Relationship

These Terms and the Agreement do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Zippor and the Publisher.

11. Changes to the Terms

Zippor may make changes and/or modifications to these Terms and/or the Agreement without prior notifying to Publisher. Such changes take effect immediately after they are displayed at Zippor's web site and sent by e-mail to the Publisher. Publisher shall be responsible for complying with any changes to the Terms within seven (7) calendar days from the date of notice. Failure of the Publisher to terminate the Agreement within those seven (7) calendar days will constitute acceptance of such changes.

12. Term and Termination

The term of the Agreement will commence upon the rendering of Zippor's services according to these Terms and will continue until terminated by either Party as detailed below (the "**Term**"). Each Party may terminate this Agreement at any time, with or without cause, by giving the other Party at least forty-eight (48) hours prior written notice. Publisher may terminate any Campaign with forty eight (48) hours prior written notice and in such event, such termination will take effect only after the elapse of such prior notice.

In the event of a material breach by Publisher, Zippor may terminate this Agreement immediately without notice or cure period, without liability to Zippor. Upon the expiration or termination of these Terms and/or the Agreement, with or without cause, all licenses granted hereunder shall immediately terminate, and Publisher shall immediately cease any and all use of Zippor's services.

13. Governing Law and Jurisdiction

These Terms and the Agreement, will be governed and interpreted in accordance with the laws of the State of Israel without reference to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Jurisdiction and venue for all disputes hereunder shall be in Tel Aviv, Israel and the Parties hereby expressly agree to such jurisdiction and venue.

14. Miscellaneous

14.1. The Agreement reflects the sole agreement between the Parties relating to the subject matter hereof and supersedes all prior understanding, writing, proposals, agreements, insertion orders, representations or communication, whether oral or written, of either Party.

14.2. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.

14.3. Publisher may not assign, sublicense or otherwise transfer any or all of its rights or obligations under these Terms without Zippor's prior express written consent.

14.4. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

In the event of any inconsistency between the provisions of these Terms, and those set forth in any IO, the provisions of these Terms shall prevail. These Terms shall govern any and all future mutual agreed Campaigns, unless stipulated otherwise by Zippor in writing.