

SELF-SERVE ADVERTISING PLATFORM TERMS AND CONDITIONS

Last updated on March 17th, 2025

These terms and conditions (these “Self-Serve Terms”) govern access and use of the Smavida (“Smavida”) self-serve advertising platform (the “Self-Serve Platform”) by advertisers (“Advertisers”) and any agency, other third party representative or media buying service (“Agency”), acting on Advertisers’ behalf, for the purchase of advertising inventory on Smavida’s digital applications, websites and/or digital services owned, operated and/or controlled by Smavida or its affiliates or other third party properties on which Smavida or its affiliates have the ability to sell advertising inventory (collectively, “Smavida Channels”).

By using the Self-Serve Platform, each Advertiser (by itself or through its Agency) agrees to be bound by these Self-Serve Terms, which create a legally binding contract between Advertiser, on the one hand, and Smavida and their respective affiliates (collectively, “Publisher” or “we”) on the other hand. If an Agency uses the Self-Serve Platform on behalf of Advertiser, including to purchase Ads (as defined below), Agency hereby agrees to be bound by these Self-Serve Terms on behalf of, and as if it were, Advertiser. For purposes of these Self-Serve Terms, Advertiser and Agency, and any individual acting on their behalf, may be collectively referred to as “Purchaser” hereinafter.

The individual agreeing to these Self-Serve Terms on behalf of Advertiser or Agency represents and warrants they have the full authority to bind Advertiser to these Self-Serve Terms.

Account Creation

Publisher has no obligation to grant any Advertiser or Agency access to the Self-Serve Platform and may deny, suspend or revoke such access at any time in its sole discretion. In order to access the Self-Serve Platform, Purchaser must provide the information required to create and maintain an account (“Platform Account”), including, without limitation, a company name, contact name, email address, phone number, other contact information for Advertiser and Agency (if applicable) and credit card information. Purchaser may authorize individuals to access and use Purchaser’s Platform Account; provided, however, that Purchaser is responsible for all activity that occurs under Purchaser’s Platform Accounts, including, without limitation, setting up, managing and revoking access levels for Purchaser’s Platform Account. Any individual who may be granted access to a Platform Account must comply with these Terms. Publisher reserves the right to: (a) confirm Purchaser is authorized to act on behalf of Advertiser or Agency; (b) verify the Advertiser is in good standing or (c) otherwise validate an Advertiser, including its creditworthiness via credit reports or its industry classification.

Use of the Platform

a. Purchaser is solely responsible for all of the advertisements and any and all related artwork, images, graphics, text, video, audio, data, trademarks, logos, URLs and/or other assets, materials or information (collectively, “Ad(s)”) Purchaser chooses to run through the Self-Serve Platform, including providing all content, materials, assets and information necessary to create an Ad and place an order for its insertion on the Smavida Channels through the Self-Serve Platform checkout process (each an “Order”). Purchaser is responsible for setting all of its desired parameters for each Order, including the Ads to be included in the Campaign, the maximum amount Purchaser wants to spend over the course of a Campaign (each a “Budget”), the start and end dates for the flight of the Campaign (the “Flight”), and various targeting criteria (if any targeting features are made available to Purchaser) (the “Targeting Criteria”), each subject to limitations set by Publisher from time to time in its sole discretion (including, without limitation, the number of Ads an Advertiser can run via the Self-Serve Platform). It is Purchaser’s responsibility to monitor its Ads and ensure they are consistent with Purchaser’s objectives. Purchaser is solely responsible for any changes to its Ads and/or Orders. Ads will stop delivering upon the earlier of: (i) the date the applicable Budget has been reached and (ii) the end of the scheduled Flight for the applicable Campaign.

b. The Self-Serve Platform may not be used for any purpose not expressly permitted by these Self-Serve Terms or otherwise prohibited by applicable laws or regulations, including any activity that interferes with or disrupts, damages, disables or impairs the Self-Serve Platform. Publisher reserves the right to restrict, suspend, revoke or terminate access to the Self-Serve Platform at any time without notice or liability in its sole discretion, including, without limitation, if Publisher believes Purchaser has breached these Self-Serve Terms, violated any law or regulation, engaged in other inappropriate conduct or for any other reason.

c. Publisher may add, remove, suspend or modify any features or functionality of the Self-Serve Platform at any time, in its sole discretion, without notice to Purchaser.

Campaigns

a. Policies. All Ads must comply with the Advertising Guidelines of the respective channel and such other criteria, requirements and specifications as determined by Publisher and communicated to Purchaser. Notwithstanding any approval provided hereunder, Purchaser is solely responsible for ensuring Purchaser’s Ads comply with all applicable laws, rules, regulations, including, without limitation, Data Protection Laws (as defined below) (collectively, “Laws”), industry guidelines and Publisher’s Policies. Publisher may block, reject, revoke or remove any Ad for any reason at any time, including if Publisher determines an Ad is inconsistent with Publisher’s Policies, business practices, strategy, standards or brand. Publisher reserves its right to: (i) require that Purchaser modify an Ad before approval and to require modifications to any previously approved Ad; (ii) require substantiation (i.e., factual support) for any statements or claims in connection with an Ad; (iii) reject any Ad where the product or service could adversely affect the interests of Publisher or its users; (iv) revoke

approval of an Ad; (v) waive or make exceptions to the Policies described in this Section in its sole discretion; and/or (vi) update the Policies at any time. For certain advertising categories (e.g., fee based gaming, political advertisements, etc.), and from time to time, Purchaser may be asked to agree to additional or alternate representations, warranties and indemnification obligations, and such additional terms and conditions shall be incorporated herein by this reference. Publisher is not responsible for Advertiser's costs associated with producing or modifying an Ad.

b. **Publisher Approval.** All Ads are subject to Publisher's review and approval before a Campaign can begin and impressions can begin delivering; provided, however, that Publisher shall have no obligation to review and approve such Ads, and Purchaser expressly acknowledges and agrees that the foregoing shall not relieve Purchaser of its responsibility to ensure compliance with all applicable Laws (as defined below) and industry guidelines with respect to Purchaser's use of the Self-Serve Platform and any Ads Purchaser runs, including any webpages or material to which Purchaser's Ads link. Approval may include compliance with Publisher's Policies (as defined below) as well as any other issues raised by Publisher in its sole discretion. Further, any delivery tags (i.e., VAST) provided by Purchaser in connection with a Campaign must be approved by Publisher in advance of each Campaign launch. Ads must be submitted to Publisher for approval via the Self-Serve Platform no less than three business days before the scheduled Campaign start date. Any modifications required for the Ad to comply with Publisher's Policies may result in a delay to the Campaign start date. It is Purchaser's responsibility to regularly check the status of an Ad, including whether it has been approved, rejected or requires modification within the Self-Serve Platform. In the event an Ad has not been approved before the Campaign start date, Publisher will automatically pause the Campaign. If a Campaign begins later than its scheduled start date, the end date will not be adjusted, and the number of impressions delivered during the Campaign may be reduced accordingly. A Campaign will be automatically canceled in the event an Ad is not approved before the scheduled Campaign end date. Publisher has no obligation to back-up, store, retrieve or return any Ad to Purchaser. A Campaign will be automatically canceled in the event that no Ad is uploaded and approved prior to the end of the scheduled Flight. Publisher may provide a creative library for Advertiser containing Ads previously approved by Publisher for use by the Advertiser in a new Campaign. Publisher's review and approval of Ads are solely for Publisher's purposes, and Publisher shall have no liability for the content of any such approved Ads.

c. **Targeting.** Publisher may provide Advertiser with the option to target an Ad to a desired audience based on Targeting Criteria selected by Advertiser in the Self-Serve Platform; provided, however, that Publisher does not guarantee Ads will reach the targeted audience, and Purchaser remains solely responsible for any targeting or trafficking decisions Purchaser makes. Advertiser may choose whether and in what combination to use Targeting Criteria; provided, however, that it is Advertiser's sole responsibility to do so in compliance with applicable Laws and industry standards. If no targeting criteria is applied, Ad(s) will be served across available inventory at Publisher's discretion. Purchaser acknowledges that Publisher does not guarantee that available Targeting Criteria will remain available, and Publisher may update and/or remove Targeting criteria at any time. In the event Publisher makes such changes

during a Flight that materially impact the applicable Campaign, Publisher will refund Purchaser for the unused pre-paid fees for the Campaign.

d. Delivery. Publisher will use commercially reasonable efforts to ensure Purchaser's approved Ad is delivered according to Purchaser's selected criteria; provided, however, that Publisher does not guarantee the reach or performance of Ads or delivery of all impressions reflected in the applicable Campaign's Budget or that Ads will reach the intended audience. Delivery is subject to availability and may not be continuous. Publisher is not responsible for any technical issues that may affect the delivery of Ads or availability of the Smavida Channels. Publisher reserves the right to reject, pause, suspend or cancel any Ad and/or Order placed through the Self-Serve Platform for any reason in its sole discretion without any liability to Advertiser or any third party.

e. Editorial Adjacencies. Publisher makes no commitments regarding editorial adjacency, content adjacency or competitive separation.

f. Reporting. Publisher may make reporting available to help Purchaser understand how Purchaser's Ads perform; provided, however, that Publisher makes no guarantees as to the accuracy, suitability or reliability of such information (if any). Publisher is under no obligation to provide Advertiser with additional information regarding the performance of an Ad or any other aspects of the Campaign. All reporting and any data or information contained therein, may only be used for Advertiser's internal purposes, in accordance with Section 6 below.

g. Cancellation. Publisher reserves the right to cancel, pause or suspend any Ad or Campaign in its sole discretion. If Advertiser wishes to cancel or pause a Campaign, it must do so directly through the Self-Serve Platform for the request to be effective. If a Campaign is cancelled, impressions will stop delivering and Advertiser will only be charged for the impressions delivered, including during the short period while the cancellation request is processed. If a Campaign is paused, impressions will stop delivering and Advertiser will be charged for all impressions delivered; provided, however, that Advertiser may also resume the Campaign at any time before the scheduled Flight end date. Pausing a Campaign will not extend or modify the scheduled Flight end date, and the number of impressions delivered during the Campaign may be reduced accordingly.

h. Makegoods. Makegoods for under-delivery of impressions are not available in the Self-Serve Platform. In the event an Ad under-delivers purchased impressions, or in the event an Ad or Order is cancelled, a pro rata refund will automatically be made for the unfulfilled portion of Purchaser's Order to Purchaser's credit card or other payment method on record. If refunds are provided, such refunds will be issued after the applicable Flight end date. Purchaser agrees that the foregoing refund constitutes Purchaser's sole and exclusive remedy with respect to any under-delivery of impressions or cancelled Ads or Orders. For purposes of these Self-Serve Terms, Advertisers agrees all Ads are deemed 100% viewable.

i. Discounts. Publisher, in its sole discretion, may choose to offer a code, credit, coupon or other discount in an amount and on terms and restrictions provided by Publisher. Account codes, credits, coupons or other discounts are non-transferable and may not be redeemed for cash. If Advertiser's account is cancelled, Advertiser will forfeit any account codes, credits, coupons or other discounts.

Billing and Payments

a. Billing. Publisher may enable Purchaser to purchase Ads using various pricing models depending on the Ad format as determined by Publisher in Publisher's sole discretion. If made available via the Self-Serve Platform, Ads may be purchased on a cost-per-thousand basis ("CPM"), meaning Purchaser will pay a fixed rate for a certain number of ad impressions. Purchaser will only be charged for impressions actually delivered. All charges are based on Publisher's measurement and calculation as to the number of impressions, which is final under these Self-Serve Terms. All amounts paid for delivered impressions are non-refundable.

b. Payment Method. Purchaser must provide a credit card or form of payment currently accepted by Publisher ("Payment Method") in order to submit an Order for a Campaign via the Self-Serve Platform. Publisher or its third-party payment processor(s) may run one or more payment authorization checks in order to validate the Payment Method. To avoid Campaign interruptions, the expiration date associated with the Payment Method should occur after the scheduled end date of any Campaigns. By providing a Payment Method, Purchaser authorizes Publisher or its payment processor(s) to charge that Payment Method for all amounts due (including applicable taxes) in connection with any Orders submitted through the Self-Serve Platform; to store Purchaser's payment card information and to continue billing the card until Purchaser's Orders have been fulfilled. Purchaser represents and warrants that any payment information Purchaser submits via the Self-Serve Platform is true, accurate and complete to the best of Purchaser's knowledge. The Payment Method must be valid until the end of the Order because refunds permitted under these Self-Serve Terms can only be issued to the original Payment Method used for the Order.

c. Taxes. Publisher reserves the right to collect and charge, and Purchaser expressly acknowledges and agrees that Purchaser will be responsible for paying, any sales, use, value added or similar taxes, duties, charges or assessments that may become due in accordance with applicable Law in connection with Purchaser's use of the Self-Serve Platform or payments hereunder. Each Budget is exclusive of any such taxes.

d. Payment Failures. If Purchaser's Payment Method fails, Publisher will suspend or pause Purchaser's Ads and cease delivering impressions. Publisher will cancel the Campaign in the event Advertiser does not provide a new Payment Method before the scheduled Campaign end date. Advertiser remains obligated to pay Publisher for any impressions delivered and agrees to pay all amounts due. Purchaser is responsible for paying all amounts billed to Purchaser's Payment Method, whether or not authorized by Purchaser. Publisher may take steps to collect past due amounts using collection mechanisms it deems appropriate and may cancel any

current or future Campaigns on the Self-Serve Platform. Purchaser will pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred in collecting any late payments. Any disputes about payments made in connection with an advertising purchase pursuant to these Self-Serve Terms must be submitted to Publisher in writing within 60 days of the date Purchaser incurred such charge. If Purchaser fails to submit a dispute in accordance with the foregoing, Purchaser waives such dispute, and the applicable charge will be deemed final and not subject to challenge unless otherwise required by applicable Law.

License Grant

Purchaser hereby grants Publisher a non-exclusive, non-transferable (except as provided herein), worldwide, royalty-free right and license during the Flight period to format, reproduce, display, distribute, publish, perform and promote Advertiser's Ad, in any size, placement or location on the Smavida Channels and exercise and exploit any and all intellectual property, publicity and any other proprietary rights embodied in Purchaser's Ads in connection with Purchaser's Campaigns and these Self-Serve Terms.

Data and Privacy

a. Use of Advertising Data. Except as otherwise expressly permitted by Publisher in writing, and subject always to the restrictions set forth in these Self-Serve Terms, to the extent Publisher makes Advertising Data available to Purchaser, Purchaser may only use such Advertising Data for planning and optimizing Campaigns on the Smavida Channels. Any other use of Advertising Data is expressly prohibited and will constitute a material breach of these Self-Serve Terms. Unless otherwise agreed by Publisher in writing, Purchaser acknowledges and agrees that Purchaser is only permitted to access and view Advertising Data in an aggregated and anonymized manner and shall promptly notify Publisher if Advertiser accesses, views, receives or is otherwise provided any Advertising Data in an individualized, de-aggregated and de-anonymized manner. To the extent any Advertising Data is provided to Purchaser in de-identified or aggregated form, Purchaser shall not attempt to identify any individual to whom such Advertising Data relates and shall implement technical safeguards and business processes to prevent such reidentification of Advertising Data.

"Advertising Data" means any data that is collected, accessed, viewed, received or derived by Advertiser or otherwise provided or made available to Advertiser in connection with any Campaign on the Smavida Channels executed through the Self-Serve Platform, including any Campaign reporting, performance metrics and any data or information available within the Self-Serve Platform.

b. Data Restrictions. Except as otherwise expressly permitted in these Self-Serve Terms, Purchaser represents and warrants that Purchaser will not and will not attempt to:

i. Disclose, sell, rent, transfer, distribute or provide access to Advertising Data (even in anonymous, aggregate form) to any affiliate or third party under any circumstance, including,

without limitation, any ad network, ad exchange, supply side platform, demand side platform, data management platform, data broker, data marketplace or other advertising or monetization service or allow piggybacking or redirecting with tags.

ii. Commingle, combine or aggregate Advertising Data with other data or analyze it across multiple advertisers or advertising campaigns (whether or not such campaigns are ordered through the Self-Serve Platform).

iii. Link or match Advertising Data to any individual, device, household or browser.

iv. Use Advertising Data for repurposing, retargeting, prospecting or cross-device tracking or to build or augment a device graph or similar identity solution.

v. Create, append, edit or augment any audience segments, user profiles or interest categories related to any individual, device, household or browser.

vi. Determine or infer information about specific channels, titles of content or other content viewing history on inventory in which an Ad was run; determine any kind of employment, credit or financial or other economic, health care, housing or insurance eligibility; to determine or infer an individual's precise geolocation; or to determine or infer "sensitive" personal information or similar terms as defined by applicable Data Protection Laws.

vii. Modify or create derivative works of Advertising Data or disaggregate, de-anonymize or reverse engineer Advertising Data.

Agencies with a Platform Account for multiple Advertiser must comply with the foregoing restrictions within such Platform Account.

c. Tracking Technologies. Unless otherwise explicitly approved or authorized by Publisher in advance, in writing, Purchaser will not, and will not allow third parties to, place, install or execute any tags, pixels, beacons, cookies or any other tracking or data collecting technologies on the Smavida Channels or any device of any end user of the Smavida Channels. Publisher may require Purchaser's acceptance of additional terms and conditions relating to the use of any third party technologies in connection with a Campaign.

d. Data Protection Laws Compliance. Purchaser hereby represents, warrants and covenants that Purchaser shall comply with: (1) all restrictions placed on Purchaser's use of Advertising Data under these Self-Serve Terms and (2) all applicable privacy and data protection laws, rules and regulations (collectively, "Data Protection Laws"), including, without limitation, the California Consumer Privacy Act of 2018 ("CCPA") and General Data Protection Regulation ("GDPR"). Purchaser shall cooperate with Publisher as may be reasonably necessary for Publisher to comply with applicable Data Protection Laws, including responding: (x) to data subject requests ("Data Requests") pursuant to CCPA or other Data Protection Laws and/or (y) notice, inquiry, or complaint by any regulator or other governmental authority ("Regulatory Inquiry"). Purchaser

shall immediately notify Publisher in writing if Purchaser receives a Data Request or Regulatory Inquiry involving Advertising Data and shall not respond without Publisher's prior written consent. Except to the extent otherwise permitted by applicable law, Purchaser shall delete any Advertising Data in Purchaser's possession or control that relates to a Data Request within fifteen (15) business days after receipt of Publisher's written instructions (email included) thereto pursuant to Data Protection Laws and provide Publisher with written confirmation upon completion of such deletion.

e. Security. Purchaser shall maintain reasonable security measures and incident management policies in order to protect Advertising Data from any Security Incident. If Purchaser becomes aware of a Security Incident, or information that should reasonably lead Purchaser to suspect a Security Incident has occurred, Purchaser shall notify Publisher without undue delay (and in any event within 24 hours), and on an ongoing basis provide the following information as soon as possible: (1) the segment and quantity of Advertising Data affected; (2) the nature of the intrusion (if applicable); (3) any indication of likely unauthorized use of Advertising Data, and the corrective action taken or to be taken by Purchaser; and (4) all other available details required under applicable laws, including Data Protection Laws, for Publisher to comply with its own investigation and notification obligations to regulatory authorities or individuals affected by the Security Incident. "Security Incident" means: (i) the unauthorized, unlawful or accidental acquisition, use, disclosure, destruction, alteration, deletion, modification, grant of access to, corruption, transfer, sale, rental, or other Processing (as defined in the applicable Data Protection Laws) of any portion of such Advertising Data; (ii) any act or omission that compromises the privacy, security, confidentiality, availability or integrity of such Advertising Data or any safeguards put in place to protect the same; (iii) any failure by Purchaser to adhere to data privacy provisions set forth in these Self-Serve Terms; (iv) any other event involving Advertising Data that triggers notification or similar requirements under Data Protection Laws; or (v) any attempt to cause any of the events described in clauses (i)-(iv).

f. Data Deletion. Purchaser will delete all Advertising Data in Purchaser's possession or control upon the earlier of: (i) 60 days after the end of the Campaign to which the Advertising Data relates and (ii) 30 days after termination of these Self-Serve Terms or Purchaser's Platform Account.

g. Privacy Policy. By creating a Platform Account and using the Self-Serve Platform, Advertiser and any individual acting on Advertiser's behalf acknowledge that they have received and read Publisher's collection and use of information as described in Publisher's Privacy Policy and for Publisher's internal purposes in order to improve its services. Advertiser agrees to: (i) publish a privacy policy on its digital properties, including websites and/or applications, describing its privacy and data collection and use practices, that complies with applicable Law and industry guidelines and (ii) adhere to such privacy policy.

Restrictions

Purchaser shall not use the Self-Serve Platform to:

- a. Authorize or encourage any third party to generate fraudulent impressions, clicks, page visits, views or other interactions on the Smavida Channels or use any unauthorized means to extract or disclose any data from the Self-Serve Platform;
- b. Promote or engage in any illegal, deceptive or fraudulent business practice or take any other action that could result in claims, fines, penalties or other liability to Publisher, its business partners, or any of its affiliated companies;
- c. Introduce any viruses, worms, trojan horses or other code that could harm or interfere with the Smavida Channels or Publisher's systems, including the Self-Serve Platform;
- d. Reverse engineer, decompile, disassemble, modify or create derivative works of the Self-Serve Platform or any portion thereof;
- e. Sell, rent, sublicense, lease, transfer, distribute or otherwise make available the Self-Serve Platform to any third party;
- f. Use any means, whether through robots, scripts, spiders, or otherwise, to access, monitor, scrape or copy content from the Smavida Channels; or
- g. Do anything that could disable, overburden or impair the Smavida Channels, Publisher's systems or servers, or the proper operation of the Self-Serve Platform.

Confidentiality

- a. Confidential Information. For purposes of these Self-Serve Terms, "Confidential Information" means any information that is not generally known to the public and that is or was used, developed or obtained by Publisher in connection with its business or the Self-Serve Platform, including Advertising Data; provided, however, that "Confidential Information" shall not include information that: (i) is or becomes publicly available through no fault, default or breach of or by the receiving party; (ii) was, prior to the time of disclosure to the receiving party, rightfully acquired by the receiving party from a third party without restriction or obligation of confidentiality or (iii) was, prior to the time of disclosure to the receiving party, independently developed by the receiving party. The terms of any advertising purchase pursuant to these Self-Serve Terms shall be considered the Confidential Information of Publisher.
- b. Non-Disclosure. Purchaser agrees to hold the Confidential Information of Publisher in trust and confidence and shall not use and/or disclose to any third party such Confidential Information without the prior written consent of Publisher. Purchaser agrees to limit internal access to and disclosure of Confidential Information solely to its directors, officers and

employees on a “need to know” basis for purposes directly related to the applicable advertising purchase pursuant to these Self-Serve Terms. Purchaser shall exercise the same care in preventing unauthorized disclosure and/or use of the Confidential Information that Purchaser takes to protect its own proprietary and confidential information, but in no event less than reasonable care. Without limiting the foregoing, reasonable care shall be deemed to include: (i) informing each and every third party that is authorized to receive and/or have access to Confidential Information of the strictly confidential and sensitive nature thereof and requiring them to comply with these Self-Serve Terms by obtaining their written acknowledgment and consent to keep such Confidential Information confidential on and subject to terms no less restrictive than the terms hereof and (ii) immediately notifying Publisher of any actual, threatened or alleged violation or breach of the confidentiality of such Confidential Information and providing reasonable assistance to Publisher to regain possession of the Confidential Information and to prevent further violations or breach hereof. Purchaser agrees not to sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, adapt, create derivative works from or otherwise use or allow anyone else to use, any such Confidential Information.

c. Limited Exception. If Purchaser becomes legally compelled by a court of competent jurisdiction, administrative agency or by applicable law to disclose any of the Confidential Information, then Purchaser shall: (i) immediately notify Publisher of such demand; (ii) provide reasonable cooperation to Publisher in connection with any effort by Publisher to seek a protective order or other appropriate remedy to prevent, restrict and/or otherwise limit the disclosure of such Confidential Information and (iii) disclose only that portion of the Confidential Information that is legally required to be disclosed (subject to any protective order and/or other appropriate restrictions) and protect the Confidential Information from further disclosure to the extent permitted by applicable law.

d. Return of Confidential Information. Purchaser agrees that, upon the completion of a Campaign or upon the request of the disclosing Party at any time, Purchaser shall immediately return to Publisher any and all Confidential Information under its control or in its possession and shall not at any time thereafter use, copy, reproduce, transmit or furnish to any third party any such Confidential Information.

e. Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by Purchaser, Purchaser acknowledges that Publisher shall suffer immediate and irreparable harm for which money damages shall be inadequate and impossible to calculate. Accordingly, in addition to any other remedy that may be available at law and/or in equity, Publisher shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof without requirement of posting bond or other security.

Intellectual Property

a. Any audio and video materials, photographs, text, graphics, logos, layouts, designs, interfaces, software, data and other content associated with the Self-Serve Platform (excluding Purchaser's Ads) ("Platform Content") are protected by intellectual property and other laws in the U.S. and in other countries. Purchaser shall not remove or alter any copyright, trademark or other legal notices marked on the Content. As between Purchaser and Publisher, Publisher retains all right, title and interest in and to the Self-Serve Platform and the Platform Content, which includes all Publisher trademarks, service marks, trade names, logos, domain names and any other features of the Publisher brand. No transfer of ownership to any portion of the Platform Content shall be made as a result of any access Purchaser is granted to the Self-Serve Platform. Except as specifically provided below, Publisher reserves all rights to the Self-Serve Platform and Platform Content.

b. Purchaser is only permitted to access and view the Platform Content for the non-exclusive, non-assignable, non-transferable and limited purpose of purchasing advertising pursuant to these Self-Serve Terms and may not build a business or other enterprise utilizing any of the Platform Content, whether for profit or not. Purchaser may not either directly or through the use of any software, device, Internet site, web-based service or other means, or encourage others to: (i) download, store in a database, archive or otherwise copy any part of the Platform Content; (ii) upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Platform Content; (iii) license or sublicense any part of the Platform Content; or (iv) in any way exploit any part of the Platform Content. Purchaser is further strictly prohibited from: (1) modifying Platform Content or (2) otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Platform Content. This prohibition from creating derivative works is applicable even if Purchaser intends to give away the derivative material free of charge. All rights not expressly granted to Purchaser herein are reserved by Publisher.

Representations and Warranties

Advertiser, and any individual acting on behalf of Advertiser, represents, warrants and covenants that: (a) it has the full authority and necessary rights to enter into, and perform in connection with, these Self-Serve Terms, including, without limitation, granting the license set forth in herein; (b) it will comply with all applicable Laws in connection with its use of the Self-Serve Platform; (c) all Ads will comply with applicable Law and the Policies described in these Self-Serve Terms; (d) the use and display of the Ads by Publisher will not violate any applicable Law or the intellectual property, privacy, publicity or other proprietary right of any third party; (e) it will comply with Section 6 of these Self-Serve Terms; and (f) Ads will not contain or promote any material that is illegal, deceptive, hate speech, pornographic, obscene, threatening, abusive, harassing, discriminatory, defamatory, libelous or in breach of confidentiality obligations. Further, if an Agency has entered into these Self-Serve Terms on an Advertiser's behalf, then that Advertiser and Agency shall each be jointly and severally liable

and responsible for fulfilling obligations under these Self-Serve Terms, and Agency represents and warrants it has the authority, as agent, to bind Advertiser to these Self-Serve Terms.

Indemnification

Purchaser will defend, indemnify and hold Publisher, its affiliates and their respective officers, directors, employees, representatives and agents harmless from any third-party claims, demands, suits or other assertions of rights ("Claims") and all resulting judgments, settlements, losses and expenses (including reasonable attorneys' fees and costs) arising out of: (a) Purchaser's alleged breach of these Self-Serve Terms, including any representations and warranties Purchaser makes herein (including in Sections 6 and 10); (b) Purchaser's alleged violation of any applicable Law; (c) Purchaser's alleged violation of any Policies or improper use of the Self-Serve Platform; (d) the Ads Purchaser submits to the Self-Serve Platform or any content linked to from such ads, including any infringement, misappropriation or violation of any third party intellectual property rights or rights of publicity or privacy; and (e) Purchaser's alleged negligence or willful misconduct. Purchaser will use counsel reasonably satisfactory to Publisher to defend each Claim and cooperate with Publisher (at Purchaser's sole expense) in such defense. Without limiting Purchaser's indemnification obligations, Publisher may participate in the defense of any Claim at its own expense. Purchaser will not consent to the entry of any judgment or enter into any settlement with respect to any Claims arising under or in connection with the Self-Serve Platform or these Self-Serve Terms without Publisher's prior written consent.

Limitation on Liability

IN NO EVENT WILL PUBLISHER OR ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, LICENSORS, AGENTS AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "PUBLISHER PARTIES") BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE SELF-SERVE PLATFORM OR PUBLISHER'S PERFORMANCE HEREUNDER, EVEN IF THE PUBLISHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF THE PUBLISHER PARTIES FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY PURCHASER HEREUNDER IN THE SIX MONTHS PRECEDING THE APPLICABLE CLAIM.

Disclaimers

ALL ASPECTS OF THE SELF-SERVE PLATFORM AND ITS PERFORMANCE ARE MADE AVAILABLE "AS IS," AS AVAILABLE AND WITH ALL FAULTS AND ERRORS. PUBLISHER DOES NOT GUARANTEE THE SELF-SERVE PLATFORM WILL BE AVAILABLE CONTINUOUSLY. DOWNTIME AND INTERRUPTIONS MAY OCCUR. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE SELF-SERVE TERMS, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, THE PUBLISHER PARTIES MAKE NO ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE PUBLISHER PARTIES MAKE NO GUARANTEE IN CONNECTION WITH THE SELF-SERVE PLATFORM OR RESULTS OBTAINED THEREFROM, INCLUDING, WITHOUT LIMITATION, THE DISPLAY OF ADS OR AVAILABILITY, QUANTITY, OR DELIVERY OF IMPRESSIONS. THE PUBLISHER PARTIES MAKE NO GUARANTEES REGARDING THE REACH OR PERFORMANCE OF PURCHASER'S ADS OR ANY OTHER ANTICIPATED BENEFITS RELATED TO PURCHASER'S USE OF THE SELF-SERVE PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WILL NOT BE LIABLE, AND PURCHASER AGREES NOT TO HOLD SUCH PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, MONEY, OPPORTUNITY, GOODWILL OR REPUTATION, BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE REJECTION, SUSPENSION OR TERMINATION OF ANY AD.

Modification and Termination

- a. Publisher may change, update or replace these Self-Serve Terms from time to time in its sole discretion. It is Purchaser's responsibility to review the Self-Serve Terms whenever it accesses or uses the Self-Serve Platform and Publisher encourages Purchaser to do so.
- b. If Publisher makes a material change (in Publisher's determination) to these Self-Serve Terms, we will provide Purchaser with reasonable prior written notice of the change before it goes into effect via a means that we deem appropriate under the circumstances, which may include, without limitation, sending a message to Purchaser's most current email address on file or to Purchaser's Platform Account. Purchaser's use of the Self-Serve Platform after any changes to the Self-Serve Terms go into effect will constitute Purchaser's acceptance of any such changes and Purchaser's consent to being bound by the revised Self-Serve Terms. Notwithstanding the foregoing, any changes specific to new functionality or changes required by applicable law in Publisher's determination will be effective immediately upon posting.
- c. Publisher reserves the right, at any time in its sole discretion, to modify, limit, restrict, suspend or discontinue, temporarily or permanently, in whole or part, any or all features, functionality or capabilities of the Self-Serve Platform without notice or liability to Purchaser or any third party except to the extent prohibited by applicable law. All rights and obligations that expressly survive under these Self-Serve Terms will survive termination of the Self-Serve Platform.

Governing Law; Dispute Resolution

These Self-Serve Terms are governed by and shall be construed in accordance with the laws of the State of California without regard to conflicts of law principles. The parties agree to submit to personal jurisdiction and exclusive venue in the federal and state courts of San Francisco,

California in connection with any litigation or dispute arising out of these Self-Serve Terms. Purchaser hereby waives any right to a trial by jury. In the event of a dispute between Purchaser and Publisher, the parties will attempt in good faith, for at least 30 days, to resolve any controversy or claim arising out of or relating to these Self-Serve Terms or use of the Self-Serve Platform prior to commencing any litigation in accordance with this Section. For the avoidance of doubt, this Section 15 only applies to use of the Self-Serve Platform and will not apply to any other agreement Purchaser may have with Publisher.

Miscellaneous Terms

a. Entire Agreement. These Self-Serve Terms constitute the entire agreement between Purchaser and Publisher and its affiliates with respect to Purchaser's use of the Self-Serve Platform and supersede any prior or contemporaneous agreements thereto, including any previous versions of these Self-Serve Terms. Unless otherwise explicitly agreed to in writing, no other terms will apply to Purchaser's use of the Self-Serve Platform or the delivery of its Ads on the Smavida Channels pursuant to the Self-Serve Platform and these Self-Serve Terms.

b. Conflicts. In the event there is a conflict with any terms or other document incorporated by reference into these Self-Serve Terms, these Self-Serve Terms will supersede.

c. Remedies. Except as may be expressly set forth in these Self-Serve Terms, any remedies set forth in these Self-Serve Terms shall be in addition to, and each party hereby cumulatively reserves, all other remedies and rights available to such party under these Self-Serve Terms and in law and in equity.

d. Notices. Notices to Publisher under these Self-Serve Terms must be in writing and sent to Smavida Inc., 2261 Market Street #5780, San Francisco, CA 94114, United States. Such notices will be deemed given: (i) when delivered personally; (ii) three business days after having been sent by commercial overnight carrier with written proof of delivery; and (iii) five business days after having been sent by first class, certified or U.S. Priority mail, with proof of mailing, postage prepaid. Publisher may provide notices to Advertiser at the latest mailing address it has on file, by sending an email to the email associated with Purchaser's Platform Account and/or by posting notices within the Self-Serve Platform. Notices provided via email or posted within the Self-Serve Platform will be deemed effective upon sending or upon posting, as applicable (unless otherwise stated).

e. No Waiver. Neither party will be deemed to have waived any rights by failing to enforce any provision or exercise any rights under these Self-Serve Terms. No waiver of any breach of these Self-Serve Terms shall be construed as a waiver of any other breach of these Self-Serve Terms. No waiver shall be binding unless in writing and signed by the party waiving the breach.

f. Severability. If any term or provision of these Self-Serve Terms is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, without

regard to the invalidity of the provision, and these Self-Serve Terms shall be construed as if the provision had never been included in these Self-Serve Terms.

g. Assignment. Advertiser may not assign or transfer any rights, or delegate any duties, under these Self-Serve Terms without Publisher's prior written consent in each case, and any attempted purported assignment, transfer or delegation without such consent shall be deemed void ab initio. Publisher may freely assign or delegate any part of these Self-Serve Terms to any affiliate or third party without notice or consent. These Self-Serve Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

h. Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries under these Self-Serve Terms.

i. Relationship of the Parties. The parties hereto are independent contractors. These Self-Serve Terms do not establish any agency, partnership, employment, joint venture or fiduciary relationship between Purchaser and Publisher or its affiliates.

j. Force Majeure. Publisher will not be liable to Purchaser for its failure to perform its obligations hereunder to the extent caused by a condition or event beyond Publisher's reasonable control.

k. Communications. Purchaser agrees to receive communications from Publisher in any form, including via e-mail or through postings within the Self-Serve Platform, including communications regarding Purchaser's Platform Account or Ads.

l. Publicity. Purchaser shall not use any name, trademark or logo of Publisher, or otherwise refer to Publisher, in any press release, publicity, award, competition, marketing or promotional material whatsoever, unless Purchaser obtains Publisher's express, specific and prior written authorization to do so, in each instance. Purchaser may not issue a press release or make any other public statement or announcement regarding these Self-Serve Terms or Purchaser's relationship with Publisher hereunder without Publisher's prior written consent in each instance.

m. Feedback. If Purchaser submits feedback or suggestions to Publisher regarding the Self-Serve Platform, Purchaser grants Publisher a perpetual, transferable, worldwide right and license to use, incorporate and exploit such feedback or suggestions on a non-confidential, unrestricted basis, without any compensation or other obligation of any kind owed to Purchaser.

n. Survival. The following sections will survive, and any other term or provision which by its nature or the circumstances is reasonably intended to survive, expiration or any termination of these Self-Serve Terms: Sections 4 (for any outstanding payments), 6-13 and 15-16.