

Publisher Terms & Conditions

These Publisher Terms and Conditions, together with the Publisher Order Form (together the "Agreement") govern the relationship between You and LoopMe Limited (company number: 07979184) whose registered address is at Ground Floor, 32-38 Saffron Hill, London, England, EC1N 8FH ("**LoopMe**") (each a "Party" and together, the "Parties"). In the event of a conflict between these Publisher Terms and Conditions and the Publisher Order Form, the terms of the Publisher Order Form shall prevail to the extent of any such inconsistency.

This Agreement shall commence effective as of the Effective Date and shall remain in full force and effect for the term set out in the Publisher Order Form unless and until terminated by either Party in accordance with the terms of this Agreement. This Agreement does not alter in any way the terms or conditions of any other agreement You may have with LoopMe for products, services or otherwise.

1. Definitions

The following terms shall be described in these Publisher Terms & Conditions as follows:

"Account"	means an account that You use to access the Program and/or Services;
"Ads"	means any advertising content including any graphic and/or, audio, and/or audio-visual video advertising to be displayed on the Supply Inventory in different formats;
"Ad Requests"	a request for the display of Ads;
"Brand Features"	means any brand features or LoopMe attribution and may include for example the LoopMe name or logo shown in the ad unit (for example where necessary to show that LoopMe has served the ad and to satisfy transparency requirements) or the AdChoices icons (where required under applicable laws and guidelines) or any other such typical AdTech/Advertising industry standard brand features;
"Buyer"	means any entity or person that buys Supply Inventory for the placement of Ads via LoopMe, including advertisers and any third-party platforms;
"Confidential Information"	means all confidential information which is disclosed, or made available, directly or indirectly by one party to the other whether before, on or after the Effective Date, and whether orally, in writing, in electronic form or other media, which relates to (without limitation): (a) all software, technologies, programming, specifications, materials, guidelines and documentation relating to the Program, the Supply Inventory, including the existence and content of this Agreement and any information provided pursuant to the Agreement; (b) any statistics relating to the performance of the Program; (c) any other information designated in writing by either party as "Confidential" or would appear to a reasonable person to be confidential; and (d) all information derived from any of the above;
"CPM"	means cost per thousand Impressions;
"Credentials"	means the usernames, passwords, verification codes, and any other account access or authentication information associated with the Account;

"Data Protection Legislation"	means any applicable laws, rules, regulations, policies and industry self-regulatory regimes in any relevant jurisdiction relating to the collection, use, processing, sharing and/or disclosure of data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the United Kingdom (UK), the Data Protection Act 2018 ("DPA"); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (vii) in the United States, the Children's Online Privacy Protection Act ("COPPA") in each case, as updated, amended or replaced from time to time;
"Effective Date"	means the date that LoopMe activates Your Program as set out in the Publisher Order Form;
"End User"	means any user who views, is able to view, or interacts with any advertisement in connection with Your Use of any of the Services;
"Force Majeure Event"	has the meaning given to it in Section 14.6;
"Fraudulent Activity"	means without limitation, any activities by You that authorize or encourage any third party to: (1) generate Impressions of or clicks on any Ad(s) through any automated, deceptive, fraudulent or other invalid means, including but not limited to repeated manual clicks and automated query tools; (2) mislead users to click on Ad(s); (3) in any way minimize or obstruct the display of any Ad(s); or edit, modify, filter or change the order of the information contained in any Advertisements; (4) attempt to edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by LoopMe; (5) fraudulent passing off, including but not limited to spoofing the unique identifier of the ad spot which could be a URL or an app name; (6) providing Supply Inventory that is not approved by and/or as agreed with LoopMe, including but not limited to providing Supply Inventory which LoopMe in its own discretion believes is of lesser quality or otherwise unacceptable for any reason; or (7) reverse engineer, decompile or disassemble any software components of the advertising services provided by LoopMe;
"Gross Negligence"	means any conduct, act or omission by a Party which, in addition to constituting negligence, is undertaken with reckless disregard to obvious risk;
"Impression"	means a display of an Ad on a particular item of Supply Inventory;
"Intellectual Property Rights"	means any intellectual property right including, without limitation, patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, database rights, industrial models, inventions, know-how, trade secrets, computer software programs, rights of publicity, moral rights, or any other such intangible proprietary information and/or third-party right;
"LoopMe Materials"	means materials provided to You by LoopMe (including the Protocol, APIs or SDKs or Ads in relation to this Agreement);
"LoopMe UI"	means the LoopMe user interface and web application allowing publishers and supply partners to

	manage their account on the LoopMe supply platforms, including LoopMe's exchange/marketplace;
"Precise Location Data"	means " <i>Information that describes the precise geographic location of a device derived through any technology that is capable of determining with reasonable specificity the actual physical location of a person or device, such as GPS level latitude-longitude coordinates or location based Wi-Fi triangulation.</i> " as per Section I.G of the NAI Code (as updated from time to time);
"Personal Data"	means "personal data" as defined in the applicable Data Protection Legislation;
"Policies"	means LoopMe's policies as defined by Section 5.3 of these Publisher Terms and Conditions;
"Program" or "Service"	means the program/services provided by LoopMe as described in Section 2 of these Publisher Terms and Conditions;
"Prohibited Content"	means any part of Partner's Content that is or may be considered in LoopMe's sole discretion to be: hate-related, pornographic, libelous, abusive, offensive, sexually explicit, defamatory, obscene, slanderous or inflammatory; promoting violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; in violation of any applicable laws, statutes and regulations; infringing any copyright, database right or trade mark of any other person; likely to deceive any person or breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promoting any illegal activity; contravening any of LoopMe's Policies; content that contains any other material, products or services that violate or encourage conduct that would violate any applicable laws, or any third-party rights or which are reasonably likely to subject LoopMe or its Buyers or business partners to negative publicity or any negative commercial impact; or any Content that is not approved by and/or agreed with LoopMe, including but not limited to Content which LoopMe in its own discretion believes is of lesser quality or otherwise unacceptable for any reason;
"Protocol"	means the technical and implementation requirements provided by LoopMe from time to time, which may include integration or distribution of software, implementation of APIs or SDKs, complying with protocols and any other instructions contained in any documentation provided by LoopMe;
"Supply Inventory"	means any and all digital advertising inventory, including (but not limited to) websites, applications, mobile websites, mobile applications, and any other digital properties for the display of Ads;
"Third-Party Terms"	means any third-party terms and conditions applicable to the development and distribution of applications within Your Supply Inventory, including, without limitation, any third-party terms and conditions applicable to Your development and distribution of any part of Your Supply Inventory operating on the Android or iOS mobile operating systems or any other operating system supported by LoopMe now or in the future;
"User Volunteered Data"	means any personally identifiable information of End Users collected by You or Your Advertiser via any Advertisements;
"Wilful Misconduct"	means any deliberate act or omission which is contrary to or goes beyond the conduct to be expected of a Party, where such Party knows that or is reckless to the fact that such act or omission is contrary to or goes beyond the conduct to be expected of them.

“You” or “Your”	means any entity identified on LoopMe's Publisher Order Form submitted by the same or affiliated persons, and/or any agency, network or other third party that You have granted access to Your account, all of whom will be bound by this Agreement;
“Your Data”	means any data belonging to You or to third parties and used by You under license which may be stored and/or processed by LoopMe because of Your use or access of Program.

2. Description Of Program

2.1. LoopMe shall with effect from the Effective Date, make available and allow You to access the Program as a publisher to offer and sell Supply Inventory to advertisers who desire to display and serve the Ads on the applications and sites that You own/operate or that are contracted by You for operation and where You have agreed to display Ads for revenue generation, based upon the selling criteria selected by You via the LoopMe UI.

3. Earnings

3.1. The Program allows You to monetize Your Supply Inventory by paying you a CPM price for the viewable Impressions displayed by LoopMe for Buyers. If You are accepted as a publisher in the Program and where Ads are successfully displayed on the Supply Inventory, LoopMe will pay You such amount as reflected in the LoopMe UI which You will have access to and be provided with once you register with LoopMe. For the avoidance of doubt, LoopMe’s reporting will always prevail and Your Supply Inventory must comply with the Policies and all provisions of this Agreement, including section 3.5. Where Your Supply Inventory fails to comply with these provisions, LoopMe will not be liable to pay for any traffic from such Supply Inventory.

3.2. You shall be responsible for raising a valid invoice within five (5) working days of the end of the applicable month of active Ads under Your account and emailing the invoice to finance@loopme.com. All invoices pursuant to the Publisher Order Form and Agreement must be received within 180 days of the end of the applicable month of active Ads under Your account. Failure by You to send such invoice or make such request to LoopMe shall be considered a waiver of Your right to any payment from LoopMe for all Ads displayed by LoopMe for Buyers on Your Supply Inventory in the relevant period, for which no invoice was sent. LoopMe will pay all undisputed Fees as stated on the invoice within 60 days from the receipt of such invoice. If there are any disputed amounts, both Parties shall negotiate in good faith to resolve them. In the event that any such dispute is not resolved, LoopMe may, entirely in its own discretion, suspend Your access to the Program indefinitely. No payments will be issued for any amount less than \$100 (USD) and any unpaid earnings will rollover and be charged on the next invoice (such amounts shall be noted on the face of the invoice for prior periods).

3.3. The Parties agree that LoopMe’s obligation to pay to You all amounts invoiced in accordance with the provisions of the Agreement shall be subject to LoopMe’s prior receipt of the corresponding funds from the applicable Buyer. LoopMe shall use reasonable endeavours to collect all monies due to LoopMe. For sums not cleared to LoopMe, You agree to hold Buyer solely liable. You understand that Buyer is LoopMe’s disclosed principal and LoopMe, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this section 3.3.

3.4. Subject to invoice approval, LoopMe will pay invoices as noted above. The currency for payment is as agreed between the Parties, noting that payments can be made in US dollars (\$USD), Sterling (£GBP) or Euros only. LoopMe shall send payment to you via wire transfer / BACs transfer. Our only liability is to send payment using the bank details provided by You and LoopMe shall have no liability for lost payments as a result of details being incorrectly entered by You. LoopMe shall not be liable for any bank charges attributable to the transfer, and shall be entitled to set off the same against the invoice as raised by You.

3.5. LoopMe reserves the right to suspend your access to the Program, withhold payment at any time, and/or terminate this Agreement and Your access to the Program, without liability to You, if LoopMe, entirely in its own discretion, suspects that any form of Fraudulent Activity, illegal practice or Prohibited Content have occurred and/or featured on Your Supply Inventory. Without limitation to the foregoing, LoopMe may, at its sole discretion, credit back to advertisers and/or offset against future payments to You any payments which it subsequently determines accrued as a result of such Fraudulent Activity, illegal activity or Prohibited

Content. LoopMe may at its sole discretion seek liquidated damages not exceeding 50% of the amount payable to you under the Program for any breach of this Section 3.5.

3.6. Taxes: All payments are inclusive of taxes. Excluding any taxes on the income of a party, any taxes, including but not limited to sales, GST, VAT, excise, service tax, or such other transaction taxes, applicable in connection with this Agreement shall be borne and remitted by You to the relevant tax authorities. In case applicable laws require withholding of any amount on account of withholding taxes, LoopMe may withhold such amounts, unless You provide a certificate of exemption from such withholding taxes. Amounts payable to You shall not be grossed up on account of withholding taxes. Further LoopMe and You shall co-operate to enable each party to more accurately determine the respective tax liability and to minimize such liability, to the extent legally permissible.

4. Implementation Of Program

4.1. You will implement the Program in a manner that complies with the Protocol. LoopMe will provide reasonable support and cooperation to You through the implementation process. All LoopMe Materials are the property of LoopMe or LoopMe's authorised licensors and is sub-licensed to You for the performance of the respective obligations of the Parties under this Agreement. It is Your responsibility to ensure that You have appropriate protection for Your computers, software, data and applications including any systems that You use to access the Services or any LoopMe Materials. LoopMe shall have no responsibility, or any liability to You, for any computer viruses, malware, worms, software bombs, bugs or similar items, whether introduced directly or indirectly, that affect Your computers, systems, software, infrastructure or data as a result of Your access to and use of the Program or Services or use of the LoopMe Materials.

5. Obligations Of the Parties

5.1. Content. You are solely responsible for all aspects of Your Supply Inventory (including content and subject matter, editorial, text, graphic, audio-visual, and other content and any other information) and/or the activities of any third parties within Your Supply Inventory.

5.2. Your Account. You will protect any and all of Your Accounts and Credentials against any unauthorized access and use, and will take full responsibility for Your own, and any authorized or unauthorized third party, access and use of the Credentials and the Account. You will ensure that all information in Your Account, including, but not limited to, full name, contact address, and bank account information is up-to-date, complete and accurate. You acknowledge and agree that any remittances owed to You in connection with Your use of the Services may be delayed in the event that Your Account information is not up-to-date, complete and accurate. You may only grant access to Your Account to third parties approved by LoopMe solely to allow such third parties to access and manage Your Account on Your behalf; provided, however, that You shall (i) require that such third parties agree to be bound by an agreement on materially the same terms as this Agreement; (ii) ensure that such third parties comply fully with all provisions of such agreement, and (iii) be fully responsible and liable for the acts and omissions of such third parties. Misrepresenting and/or fraudulently claiming ownership of applications in the LoopMe UI is strictly prohibited and may result in a permanent ban from the Program and Services. You agree that to the extent You create a new Account, it must be pre-approved by LoopMe and registered to You under the same entity or name as your other Account(s); if not pre-approved or registered with the same entity or name, any right to any remittance is automatically waived by You.

5.3. Policies. Use of the Program is subject to all applicable LoopMe ad specification requirements and policies, including without limitation, the LoopMe Policies (including but not limited to LoopMe's Content Guidelines, and Brand Safety Guidelines) currently available at <https://legal.loopme.com/#loopme-policies> and the LoopMe Privacy Notice currently available at <https://legal.loopme.com/privacy-center#contract-hyartvn1o> (collectively, the "Policies"), as may be updated from time to time by LoopMe.

5.4. Prohibited Actions. You will not, and will not allow any third party to: (a) use, directly or indirectly access, launch or activate the Program or LoopMe Materials through or from, or otherwise incorporate the Program in, any software application, website or other means other than Your designated sites; (b) transfer, sell, lease, syndicate, sublicense or lend the Program or LoopMe Materials to any third party; (c) directly or indirectly generate queries, or impressions of or clicks on ads, through any automated, deceptive, fraudulent or other invalid means (including, but not limited to, click spam, robots, macro programs, and Internet agents); (d)

encourage or require End Users or any other persons, either with or without their knowledge, to click on ads, including without limitation Ads, through offering incentives or any other methods that are manipulative, deceptive, malicious or fraudulent; (e) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Program or any LoopMe Materials; (f) remove, deface, obscure, or alter LoopMe's proprietary rights notices affixed to or provided as a part of the Program, the LoopMe Protocol, or any other LoopMe Materials (g) create or attempt to create a substitute or similar service or product through use of or access to any of the Program, LoopMe Materials or any other proprietary information related thereto; (h) use any feature or functionality of the Program, or include anything in Your Supply Inventory, that could be used to personally identify or personally track individual End Users or any other persons; or (i) engage in any action or practice that reflects poorly on LoopMe or otherwise disparages or devalues LoopMe's reputation or goodwill.

5.6. No Endorsement. You acknowledge and agree that LoopMe is not affiliated with or responsible for any third-party products/services You may choose to manage with the Program. LoopMe reserves the right, but will have no responsibility, to refuse to post or remove any Prohibited Content, in whole or in part, that LoopMe, in its sole and absolute discretion, deems is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement. You represent and warrant to LoopMe that the Supply Inventory is legal to distribute, does not and shall not infringe on any third-party Intellectual Property Rights and does not otherwise violate any applicable law or regulation, including any criminal law.

5.7. Compliance. LoopMe may investigate any activity that LoopMe reasonably suspects may violate this Agreement. If LoopMe determines in its own discretion, that You have violated this Agreement or any Policies, or there has been any other violation by you, LoopMe may either: (i) suspend indefinitely or terminate Your participation in the Program and this Agreement with immediate effect; or (ii) give you a forty-eight (48) hour notice period to cure such violation(s), and if such violation(s) is not cured within the 48 hours of LoopMe sending such notice to You, LoopMe may further suspend or terminate this Agreement and your participation in the Program. LoopMe may refuse to process a request for display of Ads ("**Ad Requests**") that are not sent in compliance with the requirements of this Agreement. Further LoopMe shall not be liable for any loss or damage You may suffer or incur as a result of the suspension and/or termination of Your access to the Program or any LoopMe Materials (or any part thereof).

5.8. Third-Party Terms. You (i) will comply with any Third-Party Terms, and (ii) will not cause LoopMe to be in violation of any such Third-Party Terms.

5.9. Third Party Services. LoopMe may use third party services providers to make certain services available to You, including to view performance metrics. Such third-party services may change at any time, in LoopMe's sole discretion. You are solely responsible for the use and security of any accounts made available by way of such third-party services and You are solely responsible for any activities of any person authorized by You to have access to such accounts. LoopMe may also include third party software, as utilized by LoopMe from time to time, in the SDK to support certain features (e.g., viewability, fraud, geo-verification, and other measurement reporting) that may be made available through such third parties' services, including to You, advertisers, demand side platforms, and other participants in the Program. By integrating the SDK without disabling or removing this third-party software, You acknowledge and agree that such third-party software provider's privacy policy, terms of service, SDK license agreement, and other such applicable terms and policies, respectively, as may be updated by such third party from time to time, shall apply to Your integration and use of their software.

5.10. Malware. You will not, directly or indirectly, introduce any viruses, worms, spyware software bombs, bugs or other malicious code or similar items into the Program, Service, LoopMe UI or any LoopMe platform in any way.

5.11. Precise Geo-Location Data. Where You transfer Precise Geo-Location Data to LoopMe, You will and/or will contractually require Your publisher partners who have the direct relationship with End Users, to: (i) obtain opt-in consent; and (ii) provide a clear and conspicuous notice on its respective Digital Properties, prior to or at the time of obtaining opt-in consent, that the geo-location data will be shared with third-parties such as LoopMe, for the purposes of tailored advertising.

6. Licenses

6.1. Subject to the terms and conditions of this Agreement, with effect from the Effective Date, LoopMe grants You a limited, revocable, non-exclusive, non-transferable license and hence the right during the Term to access and use the Program via the Program Interface and use the LoopMe Materials solely for the purpose of enabling You to receive the benefit of the Program and

Services. You will have no right to use, perform, display, reproduce and distribute LoopMe Materials for any other purpose. You shall comply with any and all reasonable instructions, conditions and security requirements in respect thereof as shall from time to time be notified in writing to You by LoopMe or updated on the LoopMe website or LoopMe UI or as otherwise made available to you by LoopMe from time to time.

6.2. You acknowledge that You obtain no rights in the Program, Service, Ads and/or in any LoopMe Materials or the Intellectual Property Rights in or relating to them or to receive or access the Program or Service save as expressly provided for in this Agreement.

6.3. LoopMe Attribution. You agree that LoopMe may include LoopMe Brand Features on any Advertisements transmitted by LoopMe via any Service. You agree that LoopMe may include Brand Features on any webview, website, or other medium displayed to an End User through the LoopMe SDK's EU consent solution.

6.4. Marketing and Publicity. LoopMe shall have the right, and You hereby grant LoopMe a non-exclusive, royalty-free, worldwide, fully paid-up license under all of Your applicable rights, to use and display Your name, trademarks, trade names, service marks and/or logos as well as those of the applications in the Publisher Network in customer lists, website listings of customers, presentations, marketing materials, case studies, blog posts and other marketing-related activities.

7. Term

7.1. This Agreement will be effective on the earlier of the date in the Publisher Order Form or the date LoopMe activates Your Program account and will continue unless earlier terminated as provided in this Agreement. LoopMe may at any time terminate this Agreement with immediate effect, with or without cause, for any or no reason, and reasonably endeavour to notify You of the same. You may terminate this Agreement on 60 days prior written notice to LoopMe, with or without cause, for any or no reason. For any alleged or actual violation by LoopMe of the terms of this Agreement, You will give LoopMe a notice period of 30 days to cure such violation, and if such violation is not cured within the 30 days of You sending such notice to LoopMe, You may terminate this Agreement.

7.2. On termination of the Agreement for any reason:

- i. All licences granted by LoopMe under this Agreement shall immediately terminate;
- ii. You shall uninstall or otherwise remove any means of access to the Program and Services provided under the Agreement including client software and any LoopMe SDK or API code supplied by LoopMe for that purpose; and
- iii. You shall immediately return any and all LoopMe Confidential Information and LoopMe Material provided to You by LoopMe.

7.3. The termination of the Agreement shall be without prejudice to any accrued rights and obligations of the Parties arising under this Agreement prior to such termination. Any provision which expressly or by implication is intended to come into effect on, or to continue in effect after such expiry or termination, will continue to be in effect post the termination of this Agreement.

8. Data Use

8.1. You acknowledge and agree that LoopMe may, as a result of You accessing the Services, process Personal Data (as such terms are defined in the applicable Data Protection Legislation) on Your behalf. You further agree that LoopMe may use and access any data obtained hereunder for any such purpose as it deems fit in accordance with the applicable laws.

8.2. Privacy Policy. You must at all times comply with, maintain and appropriately display and communicate to End Users, on and in connection with Your Supply Inventory, an easily accessible, discoverable and legally compliant privacy notice and/or policy that complies with all applicable laws, regulations and industry guidelines and standard practices, including but not limited to all applicable Data Protection Legislation. Your privacy policy should also include the following disclosures where applicable and/or required by any applicable Data Protection Legislation: (i) the type of data that may be collected; (ii) a statement that data collected may be used and/or shared for personalized/tailored advertising purposes, including by and/or with third parties (such as LoopMe); (iii) details of any third party service providers and/or use of cookies for the purposes of serving Ads; and (iv) a description and/or link to an opt-out mechanism that functions effectively and complies with all applicable legal requirements, including but not

limited to those within the Data Protection Legislation. You must post, and if Your Supply Inventory includes third party apps, then You will contractually require such third parties to post, a privacy policy compliant with this section 8.2. on all applications in Your Supply Inventory.

8.3. You may use Your Data that You receive for Your internal business purposes so long as such use is in compliance with the Data Protection Legislation and provided that You have obtained all consents, authorizations and clearances from End Users that may be required in connection therewith. In cases where LoopMe receives any of Your Data which is stored and/or processed by LoopMe as a result of the use and access of the Program, You hereby grant a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to LoopMe to use, copy, modify, amend and create derivative works of Your Data for any purpose connected with the provision and/or use of the Program and Service (including the use of the Program by third parties).

8.4. You shall own all rights, title and interest in and to all Your Data and You shall be solely responsible for the legality, reliability, integrity, accuracy and quality of Your Data. LoopMe shall have no liability to You in the event that Your Data is lost, corrupted or inaccessible (either temporarily or permanently).

8.4.1. User Volunteered Data. If You enable the collection and use of any User Volunteered Data via Publisher Ads, You must expressly disclose to such individual End User that such collection is solely on behalf of You or Your Advertisers (and not LoopMe). As between LoopMe and You, User Volunteered Data shall be Your or Your Advertiser's sole property and Confidential Information for the purposes of this Agreement, and shall be subject to You or Your Advertiser's posted privacy policy.

8.4.2. Controller Relationship. To the extent that any Personal Data is shared or processed under this Agreement the Parties shall enter into a separate data processing agreement which will be incorporated into and become a part of this Agreement. You acknowledge that You and LoopMe are each controllers of the Personal Data processed in order to provide the Services and that LoopMe will individually determine the purposes and means of processing described in this Agreement. In no event will the parties process Personal Data as joint controllers. Each party shall be individually and separately responsible for the obligations that apply to it as a controller with respect to the processing of Personal Data. LoopMe is the data controller with respect to the processing of any Personal Data from End Users outside of the United States, including those located in the European Economic Area, the United Kingdom, and Switzerland.

8.4.3. EU Consent Solution. If You would like to serve personalized advertising to End Users in the European Economic Area, the United Kingdom, and Switzerland, You will use a solution to obtain consent from such End Users in a manner compliant with all applicable laws and the Data Protection Legislation. You will not alter or modify the consent solution or otherwise attempt to fraudulently pass consent on behalf of the End User.

9. Confidentiality, Publicity

9.1. Each Party agrees not to disclose the other Party's Confidential Information without such Party's prior written consent. Confidential Information does not include information that has become publicly known through no breach by You or LoopMe, or information that has been (i) known to either Party prior to the disclosure by the other Party; (ii) independently developed without access to Confidential Information prior to the date of this Agreement as demonstrated by documentary evidence to the reasonable satisfaction of the disclosing Party; (iii) information that is publicly available or becomes publicly available through no fault of any Party; or (iv) required to be disclosed by law or by a governmental authority. You shall not use LoopMe's Brand Features in any news release, public announcement, advertisement, or other form of publicity in relation to this Agreement without first securing LoopMe's prior written consent.

10. Disclaimer

10.1. LoopMe does not represent or warrant that the Program is reliable, accurate, complete, or otherwise free from defects. Accordingly, the Program is made available for use "as is" and "as available", and any use thereof will be undertaken solely at Your own risk. LoopMe reserves the right, in its sole discretion, to cease providing the Program at any time (subject to notice as may be required herein), and LoopMe does not give or enter into any conditions, warranties or other terms with regard to the Program. In particular, no condition, warranty or other term is given or entered into to the effect that the Program will be of satisfactory quality, non-infringing of Intellectual Property Rights or that the Program will be fit for any particular purpose. For the avoidance of doubt, LoopMe does not guarantee the Program will be operable at all times or during any down time: (i) caused by outages to any public

Internet backbones, networks or servers; (ii) caused by any failures of Your equipment, systems or local access services; (iii) for previously scheduled maintenance; or (iv) relating to events beyond LoopMe's (or its wholly owned subsidiaries') control.

11. Limitation Of Liability

11.1. NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY: (I) WHICH CANNOT BE LEGALLY LIMITED, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION), OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW; OR (II) IN CONNECTION WITH ANY BREACH BY YOU OF SECTION 5.9 OR SECTION 9.1 OF THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE ADVERTISEMENTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

11.2. NEITHER PARTY (AND/OR ITS WHOLLY OWNED SUBSIDIARIES) WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY CLAIMANT WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE FOR ANY:

(I) LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION COLLECTED THROUGH THE PROGRAM, OR PURE ECONOMIC LOSS; OR

(II) INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS, COSTS DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT.

11.3. SUBJECT TO SECTION 11.1 AND 11.2 THE AGGREGATE LIABILITY OF LOOPME FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER THAT LIABILITY ARISES) WILL NOT EXCEED THE LESSER OF: (i) THE TOTAL AMOUNT PAID BY LOOPME TO YOU UNDER THIS AGREEMENT DURING THE PERIOD PRIOR TO THE DATE THE LIABILITY FIRST AROSE (UP TO A MAXIMUM PERIOD OF THE PRIOR TWELVE (12) MONTHS), OR (ii) \$250,000 USD.

12. Representations And Warranties

12.1. You represent and warrant that: (a) You have and will maintain throughout the Program Term all rights, authorizations, permissions and licenses (including without limitation any copyright, trademark, patent, publicity, or other rights) that are required with respect to Your Supply Inventory, to display Ads on the Supply Inventory, and to permit LoopMe to perform the Services; (b) all of the information provided by You to LoopMe to enrol in the Program is correct and current at all times; (c) You have all required and necessary rights, powers, and authority to enter into this Agreement and to perform the acts required of You hereunder; (d) You will at all times comply with all applicable laws, statutes, ordinances, and regulations, including the Data Protection Legislation, in connection with Your performance of any acts hereunder, including the content of your Supply Inventory (which will also not contain any Prohibited Content); (e) You will comply with and have any and all required consents, authorizations and clearances from End Users of the Supply Inventory to allow LoopMe to collect, process and use the Data in accordance with this Agreement, and as may be required for LoopMe to provide services hereunder; and (f) You will at all times comply with LoopMe Policies.

12.2. The Parties shall at all times comply with COPPA while performing their obligations under this Agreement. LoopMe shall therefore not use or allow use of: (a) behavioural targeted ads to End Users aged under 13; (b) creation of profiles of End Users aged under 13; or (c) collection of personal information from End Users aged under 13. You shall therefore not use or allow use of: (d) games or applications directed to End Users aged under 13 in the Supply Inventory; (e) creation profiles of End Users aged under 13; or (f) collection of personal information from End Users aged under 13.

13. Indemnification

13.1. You agree to indemnify, defend and hold LoopMe, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "**Indemnified Persons**") harmless from and against any and all claims, liability, loss, and expense (including damages awards, regulatory and other fines and penalties, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from a) Your use or access of the Program or any violation of this

Agreement by You including, without limitation, breach of representations and warranties and obligations related to confidentiality; (b) infringement by You of any third party Intellectual Property Rights or other right of any person or entity; (c) Wilful Misconduct or Gross Negligence by You; (d) fraudulent or unlawful acts by You (e) Your breach or alleged breach of any warranties or representations made under this Agreement; and (f) any material displayed in Your Supply Inventory which is or contains any Prohibited Content.

13.2. Any claim for indemnification hereunder shall be subject to the following provisions: (i) You shall be given written notice of the claim by LoopMe, provided that any delay in providing notice shall not relieve You of Your indemnity obligations under this Agreement unless, and only to the extent, You were prejudiced by the delay; and (ii) LoopMe shall reasonably cooperate with You and Your counsel at Your cost and expense. LoopMe may participate in the defence and settlement of the claim and using attorneys selected by LoopMe. Each Party shall make all reasonable efforts to mitigate damages.

14. General

14.1. Assignment and Subcontracting. You may not assign the benefit of, or obligations under, this Agreement to any third party without the prior written consent of LoopMe (which may be delayed or withheld in LoopMe's sole discretion). LoopMe shall be entitled to freely assign or subcontract any of its rights or obligations under this Agreement.

14.2. No Waiver. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

14.3. Severability. If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the Parties agree to replace such provision by a similar provision that reflects the intention of the Parties, in accordance with applicable law and the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

14.4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and arrangements (if any) whether written, oral or implied between the Parties relating to the subject matter of this Agreement.

14.5. Force Majeure. Neither Party shall be responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay is caused by reason such as strikes, civil commotion, riots, insurrection, acts of God, fires, floods, explosions, pandemic or endemic, war, governmental order or action, labour conditions, acts of government in its sovereign capacity, earthquakes, natural disasters, or interruptions in Internet services to an area where LoopMe (or its wholly owned subsidiaries) or Your servers are located or co-located, or any other circumstances beyond the reasonable control of the delayed Party ("**Force Majeure Event**"). LoopMe shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond LoopMe's reasonable control.

14.6. Amendments. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties. Notwithstanding the foregoing, LoopMe reserves the right to amend these Publisher Terms and Conditions at any time on prior written notice to You without incurring any liability to You. All amendments shall take effect immediately on written notice to You. In the event that You object to any amendment to these Publisher Terms and Conditions made by LoopMe, You shall be entitled, during the period of 14 days following notice of the amendment, to terminate this Agreement by notice in writing to LoopMe. In the event of such termination, Section 13 above shall apply.

14.7. Notices. All notices required or permitted under this Agreement must be in writing via: a) registered or certified mail, postage prepaid, return receipt requested; (b) private courier service or (c) email addressed to the respective addresses of the Parties as provided in the Publisher Order Form. For all notices to LoopMe, a copy must also be sent to legal@loopme.com.

14.8. Independent Contractors. LoopMe and You are not legal partners or agents, but are independent contractors, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Each Party hereby understands that the relationship between the Parties is solely on a principal-to-principal basis. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture relationship, agency or legal partnership between the Parties.

14.9. Survivorship. The provisions of this Agreement which are either, expressly stated to survive, or are by their nature intended to

survive the termination or expiry of this Agreement, shall survive.

15. Anti-bribery and Corruption

15.1. You agree to comply with all applicable anti-corruption laws including the Foreign Corrupt Practices Act and the UK Bribery Act 2010 in relation to this Agreement. You agree that You will not offer to pay or pay anything of value to anyone, including foreign governmental officials or related persons or entities on LoopMe's behalf to corruptly: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) obtain or retain business, or to direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of this Agreement or the business of LoopMe. You further agree to keep accurate books and records in relation to this Agreement and make those records available to LoopMe for inspection upon reasonable notice.

16. Governing Law and Jurisdiction

16.1. This Agreement and any dispute or claim arising in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).