

ADVERTISER TERMS OF SERVICE

VRTCAL Supply-Side Platform (SSP) and Demand-Side Platform (DSP)

These Terms of Service (“Terms”) govern the relationship between **VRTCAL Markets, Inc. (“VRTCAL”)** and the advertiser, agency, brand, merchant, affiliate, network, or other entity purchasing or requesting advertising services from VRTCAL (“Advertiser”).

By entering into an agreement, insertion order (“IO”), campaign order, or other commercial arrangement with VRTCAL, or by accepting a campaign through a third-party advertising, affiliate, attribution, or tracking platform, Advertiser agrees to these Terms to the extent these Terms are incorporated into or made applicable to the applicable campaign or commercial arrangement.

If Advertiser is acting on behalf of another company or client, Advertiser represents and warrants that it has authority to bind that company or client to the applicable agreement and these Terms.

A. ADVERTISING SERVICES

A.1 Services

VRTCAL operates advertising technology and supply-side infrastructure that may provide Advertiser with access to digital advertising inventory across websites, mobile applications, connected television and other digital media properties.

VRTCAL's services may include:

- display advertising;
- video advertising;
- mobile and desktop advertising;
- performance advertising;
- connected television (“CTV”) advertising;

- audience targeting;
- retargeting;
- campaign management and optimization;
- tracking and attribution;
- reporting and analytics;
- ad serving and delivery; and
- integrations with third-party tracking, measurement and attribution providers.

The specific services, campaign parameters, pricing, budget, targeting, inventory, performance event, attribution window, and other applicable requirements will be established in the applicable commercial arrangement.

A.2 Performance Campaigns

VRTCAL may offer campaigns priced on a performance basis, including:

- Cost Per Install (“CPI”);
- Cost Per Acquisition (“CPA”);
- Cost Per Action (“CPA”);
- Cost Per Lead (“CPL”);
- Cost Per Registration (“CPR”);
- Cost Per First Deposit (“CPFD”);
- Cost Per First-Time Deposit (“FTD”);
- Cost Per Sale (“CPS”); and
- other performance-based pricing models.

For performance campaigns, the applicable campaign agreement will identify the event or action that constitutes a payable conversion (“Qualified Action”), together with any applicable attribution window, geographic restrictions, device restrictions, traffic restrictions, payout and other campaign conditions.

A.3 No Guaranteed Performance

Unless expressly agreed in writing, VRTCAL does not guarantee any minimum number of impressions, clicks, installs, leads, registrations, deposits, sales, conversions, revenue or other performance results.

B. CAMPAIGN AND CONTRACTING ARRANGEMENTS

B.1 Campaign Documentation

The Parties may establish a campaign or advertising relationship through any mutually accepted commercial arrangement, including:

- an insertion order (“IO”);
- a purchase order;
- a campaign proposal or campaign confirmation;
- a written or electronic agreement;
- an agreement accepted through a third-party advertising, affiliate, attribution, or tracking platform;
- an agreement or campaign established through platforms such as Impact, CJ, Everflow, or similar platforms; or
- another written or electronic arrangement accepted by the Parties.

These Terms may be incorporated into an applicable IO, Order, platform agreement, campaign confirmation, or other commercial arrangement by reference.

B.2 Third-Party Platforms

The Parties may establish, manage, track, attribute, report, or settle a campaign through a third-party platform.

Such platforms may include, without limitation:

- Impact;
- CJ;

- Everflow;
- AppsFlyer;
- Adjust;
- Singular;
- Branch; and
- other affiliate, advertising, MMP, attribution, tracking, analytics, or measurement platforms.

The use of a particular platform does not by itself modify these Terms unless the applicable commercial arrangement expressly provides otherwise.

B.3 Campaign-Specific Terms

The applicable IO, Order, platform agreement, campaign confirmation, or other commercial arrangement may specify:

- campaign objectives;
- pricing and payout;
- campaign budget;
- Qualified Actions;
- attribution methodology;
- attribution window;
- designated Tracking Platform;
- geographic targeting;
- device targeting;
- traffic restrictions;
- creative requirements;
- conversion requirements;
- reporting requirements; and
- other campaign-specific conditions.

B.4 Conflicts

If an applicable campaign-specific agreement expressly conflicts with these Terms, the campaign-specific agreement will control only with respect to the specific subject matter addressed in that agreement.

The remaining provisions of these Terms will continue to apply.

Where a third-party platform has its own terms governing the use of that platform, those terms may also apply to the Parties' use of that platform.

C. ADVERTISER RESPONSIBILITIES

C.1 Advertiser Materials

Advertiser is solely responsible for all materials supplied to VRTCAL, including advertisements, creatives, trademarks, logos, landing pages, websites, applications, offers, promotional claims, product descriptions and other content (“Advertiser Materials”).

Advertiser represents and warrants that:

1. it owns or has all necessary rights, licenses and permissions to use and distribute the Advertiser Materials;
2. the Advertiser Materials do not infringe or misappropriate third-party intellectual property rights;
3. the Advertiser Materials and advertised products or services comply with applicable laws and regulations;
4. material claims contained in the Advertiser Materials are accurate and appropriately substantiated;
5. the advertised products or services are legally available in the targeted jurisdictions;
6. landing pages and destinations are operational and accessible;
7. the Advertiser Materials do not knowingly contain malware, malicious code, spyware or other harmful software; and

8. the campaign complies with applicable advertising platform, publisher, application-store and industry requirements.

C.2 Landing Pages and Destinations

Advertiser shall ensure that campaign landing pages and destination URLs:

- remain available during the campaign;
- accurately represent the advertised offer;
- do not automatically redirect users to unrelated destinations;
- do not contain malicious or harmful code;
- comply with applicable privacy and consumer-protection requirements; and
- remain materially consistent with the approved campaign.

D. TRACKING, ATTRIBUTION AND REPORTING

D.1 Tracking Platform

For performance campaigns, VRTCAL may rely upon a third-party tracking, attribution, measurement, affiliate, or mobile measurement platform designated for the campaign ("Tracking Platform").

The Tracking Platform may be operated or controlled by Advertiser, Advertiser's client, Advertiser's agency, VRTCAL, an affiliate network, a mobile measurement provider, an attribution provider, or another third party.

Tracking Platforms may include, without limitation, **Everflow, AppsFlyer, Adjust, Singular, Impact, CJ, Branch**, or any other MMP, attribution, affiliate, tracking, analytics, or measurement platform.

D.2 Third-Party Client Tracking

Where Advertiser, Advertiser's client, or another third party requires VRTCAL to use that party's MMP, attribution system, affiliate platform, tracking platform, postback system, or other measurement technology, VRTCAL may use the designated system to measure and report campaign performance.

Advertiser acknowledges that VRTCAL does not control third-party systems and is not responsible for their availability, functionality, attribution methodology, algorithms, data processing, reporting logic, configuration, outages, delays, data loss, or other technical limitations.

D.3 Source of Record

For performance campaigns, the Tracking Platform designated in the applicable campaign agreement will generally constitute the primary source of record for determining Qualified Actions and other payable performance events.

VRTCAL may rely on data reported by the applicable Tracking Platform when calculating campaign performance and amounts payable by Advertiser.

This provision applies whether the Tracking Platform is operated by Advertiser, Advertiser's client, Advertiser's agency, VRTCAL, or another third party.

D.4 MMP and Attribution Configuration

Advertiser is responsible for ensuring that the designated Tracking Platform is properly configured to measure the campaign in accordance with the agreed campaign terms.

This may include:

- tracking links;
- attribution windows;
- click-through attribution;
- view-through attribution;
- install events;
- post-install events;
- conversion events;
- server-to-server postbacks;
- SDK configuration;

- APIs;
- deduplication;
- fraud controls; and
- other measurement or attribution settings.

Where the Tracking Platform is controlled by Advertiser or a third party acting on Advertiser's behalf, Advertiser remains responsible for the accuracy and operation of that configuration.

D.5 Reporting

VRTCAL's campaign reporting may incorporate or be based upon data received from the designated Tracking Platform.

Accordingly, VRTCAL's reported performance may reflect the reporting of the applicable MMP, affiliate platform, attribution provider, or other third-party Tracking Platform rather than solely VRTCAL's own internal tracking systems.

Differences between VRTCAL's internal delivery statistics and third-party attribution or conversion reporting do not, by themselves, constitute an error.

Such differences may result from:

- attribution methodology;
- attribution windows;
- time zones;
- deduplication;
- fraud filtering;
- delayed events;
- event processing;
- privacy restrictions;
- browser or device limitations;
- SDK behavior;
- platform configuration; or
- other technical factors.

D.6 Tracking Failures

If tracking or attribution is unavailable, improperly configured, materially altered, interrupted, or otherwise unable to accurately measure campaign activity, VRTCAL may:

1. pause the campaign;
2. suspend delivery;
3. require the Tracking Platform configuration to be corrected;
4. use another mutually agreed measurement method; or
5. calculate amounts based on available campaign data and the applicable campaign terms.

VRTCAL shall not be responsible for conversions or other performance events that cannot be properly attributed because of a failure, interruption, incorrect configuration, data loss, limitation, or change affecting a third-party Tracking Platform.

D.7 Attribution Changes

Advertiser shall not materially change the attribution methodology, attribution window, conversion event, tracking configuration, payout criteria, or other material measurement condition after campaign activity has commenced in a manner that retroactively eliminates or reduces Qualified Actions already generated under the previously agreed campaign terms, unless otherwise agreed in writing by VRTCAL.

E. TRAFFIC QUALITY AND INVALID ACTIVITY

VRTCAL uses commercially reasonable methods to identify and mitigate invalid, fraudulent, automated, duplicated, or otherwise improper activity.

VRTCAL may exclude, suspend or investigate activity that it reasonably believes is fraudulent, automated, manipulated, duplicated, incentivized contrary to campaign terms, or otherwise inconsistent with agreed campaign requirements.

Advertiser shall reasonably cooperate with VRTCAL in investigating suspected fraudulent or invalid activity.

VRTCAL may suspend traffic or a campaign while an investigation is conducted.

For performance campaigns, activity determined to be invalid may be excluded from billing, subject to the applicable campaign terms.

F. FEES AND PAYMENT

F.1 Payment

Advertiser shall pay VRTCAL the fees specified in the applicable IO, Order, campaign agreement, platform arrangement, invoice, or other written or electronic commercial agreement.

Unless otherwise agreed in writing, invoices are payable within thirty (30) days of the invoice date.

VRTCAL may require prepayment, a deposit, credit-card payment, ACH, wire transfer, or another payment method.

F.2 Performance Campaign Billing

For performance campaigns, Advertiser shall pay VRTCAL for Qualified Actions determined in accordance with the applicable campaign terms and the designated Tracking Platform or other agreed source of record.

F.3 Third-Party Platform Payment

Where a third-party platform is used to establish, administer, track, report, or pay for a campaign, payment may be processed through that platform in accordance with the applicable platform arrangement.

Unless expressly agreed otherwise, VRTCAL's right to payment for Qualified Actions is not contingent upon VRTCAL receiving payment from a third party or

upon Advertiser receiving payment from its own customer, client, affiliate, network, advertiser, or other third party.

F.4 Conversion Disputes

Advertiser may dispute reported Qualified Actions only for reasons permitted by the applicable campaign terms, including documented fraud, duplicate conversions, technically invalid events, or other expressly agreed rejection criteria. Unless otherwise specified in the applicable campaign agreement, disputes should be submitted within thirty (30) days after the applicable reporting period.

This limitation does not prevent either Party from raising claims relating to fraud or a demonstrable material reporting error.

F.5 Late Payment

If an undisputed invoice remains unpaid after its due date, VRTCAL may suspend or terminate campaigns and/or require prepayment.

VRTCAL may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

G. INTELLECTUAL PROPERTY

G.1 Advertiser Materials

Advertiser retains all right, title and interest in Advertiser Materials.

Advertiser grants VRTCAL a non-exclusive, worldwide, royalty-free license during the applicable campaign term to host, reproduce, transmit, display, modify as reasonably necessary for technical delivery, and otherwise use Advertiser Materials solely for purposes of providing the advertising services.

G.2 VRTCAL Technology

VRTCAL retains all right, title and interest in its advertising technology, software, platforms, databases, methodologies, reporting interfaces, documentation, trademarks, know-how and other proprietary technology.

H. PRIVACY AND DATA PROTECTION

Each Party shall comply with applicable privacy and data-protection laws and regulations in connection with its activities under these Terms.

Advertiser shall not provide VRTCAL with personal information unless Advertiser has the legal right and appropriate permissions to do so.

Advertiser is responsible for ensuring that its websites, applications, landing pages, SDKs, pixels and other technologies provide any notices and obtain any consents required by applicable law.

Where applicable, the Parties may enter into a separate data processing agreement or other data protection agreement.

VRTCAL may use third-party advertising, attribution, fraud-prevention and measurement providers in connection with the Services.

I. CONFIDENTIALITY

Each Party may receive confidential or proprietary information from the other Party.

The receiving Party shall use such information only for purposes of performing or receiving services under these Terms and shall not disclose it to third parties except to employees, contractors, professional advisors, service providers, affiliates, or where required by law.

These confidentiality obligations survive termination of the applicable campaign or account.

J. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

1. it is legally authorized to enter into the applicable agreement;
2. it has authority to perform its obligations;
3. its performance complies with applicable laws and regulations; and
4. it will not knowingly introduce malicious code or technology into the other Party's systems.

Advertiser additionally represents and warrants that its Advertiser Materials, offers, products, services, landing pages and tracking implementations comply with applicable laws and campaign requirements.

Except as expressly provided in these Terms, VRTCAL provides the Services on an "AS IS" and "AS AVAILABLE" basis and does not guarantee uninterrupted availability or any particular advertising or performance result.

K. INDEMNIFICATION

Advertiser shall defend, indemnify and hold harmless VRTCAL, its affiliates and their respective officers, directors, employees, agents and representatives from third-party claims, damages, liabilities, penalties, costs and reasonable attorneys' fees arising from or related to:

1. Advertiser Materials;
2. Advertiser's products, services or offers;
3. Advertiser's violation of applicable law;
4. infringement or misappropriation of third-party intellectual property rights by Advertiser Materials;
5. Advertiser's breach of these Terms; or
6. Advertiser's collection, use or disclosure of personal information in connection with the campaign.

VRTCAL shall defend and indemnify Advertiser against third-party claims to the extent directly arising from VRTCAL's material breach of its obligations under

these Terms or VRTCAL's infringement of a third party's intellectual property rights in VRTCAL's proprietary technology, subject to the limitations of liability set forth below.

L. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR DATA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VRTCAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY CAMPAIGN SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO VRTCAL BY ADVERTISER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The foregoing limitations shall not apply to liability that cannot legally be limited or excluded under applicable law.

M. SUSPENSION AND TERMINATION

VRTCAL may suspend or terminate any campaign immediately if:

1. Advertiser fails to pay amounts when due;
2. Advertiser violates these Terms;
3. the campaign presents a material legal, regulatory, security, fraud, or reputational risk;
4. Advertiser Materials or landing pages are materially misleading, unlawful, or harmful;
5. tracking or attribution is materially compromised;
6. VRTCAL reasonably suspects fraudulent or abusive activity; or
7. a publisher, advertising platform, supply partner, measurement provider, MMP, affiliate network, or other third party requires suspension or termination.

Advertiser remains responsible for fees and Qualified Actions generated prior to the effective implementation of a termination or pause request.

N. COMPLIANCE AND PROHIBITED ACTIVITIES

Advertiser shall not use VRTCAL Services to advertise or promote unlawful products, services, or activities.

VRTCAL may prohibit or restrict campaigns involving categories that VRTCAL determines present elevated legal, regulatory, publisher, or platform risk.

Advertiser shall comply with applicable advertising standards, platform policies, application-store requirements, privacy requirements, and applicable industry standards.

O. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, governmental actions, internet or telecommunications failures, cyberattacks, platform outages, labor disputes, power failures, or failures of third-party services.

Payment obligations for Services already provided are not excused by a force majeure event.

P. CHANGES TO THESE TERMS

VRTCAL may periodically update these Terms to reflect changes in its services, technology, legal requirements, or business practices.

Updated Terms will be posted on VRTCAL's website.

Unless otherwise required by law, changes will apply prospectively to campaigns initiated or renewed after the effective date of the updated Terms.

Q. INDEPENDENT CONTRACTORS

The Parties are independent contractors.

Nothing in these Terms creates a partnership, joint venture, employment relationship, agency relationship, or fiduciary relationship between the Parties.

R. ASSIGNMENT

Advertiser may not assign these Terms or transfer its rights or obligations without VRTCAL's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of Advertiser's assets, provided that the successor assumes the applicable obligations.

VRTCAL may assign these Terms to an affiliate or successor in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets.

S. GOVERNING LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with the laws of the **State of California**, without regard to its conflict-of-law principles.

The competent courts located in **Santa Barbara County, California** shall have jurisdiction over disputes arising out of or relating to these Terms, unless otherwise required by applicable law.

T. ENTIRE AGREEMENT

These Terms, together with any applicable IO, Order, campaign agreement, platform agreement, data processing agreement, or other written or electronic agreement expressly incorporated by reference, constitute the agreement governing the applicable Services.

The Parties may contract directly or through a third-party platform. The applicable commercial arrangement will determine the specific campaign terms, including pricing, Qualified Actions, attribution, reporting, payment, budget, campaign duration, and other commercial conditions.

Where these Terms are incorporated into an IO or other campaign-specific agreement, they form part of that agreement.

Where a third-party platform is used, the Parties may also be subject to the platform's terms, policies, payment procedures, technical requirements, attribution methodology, dispute procedures, and other applicable conditions.

Nothing in these Terms requires VRTCAL or Advertiser to use a particular tracking, attribution, advertising, affiliate, or payment platform.