

GENERAL TERMS AND CONDITIONS FOR PUBLISHERS

Last updated on December 2, 2018

These General Terms and Conditions for Publishers (the “**Terms**”), together with the Insertion Order (“**IO**”), Privacy Policy (available at <https://www.velismedia.com/PDF/PrivacyPolicy.pdf>) (the “**Privacy Policy**”), the Data Processing Agreement (“**DPA**”) available at https://www.velismedia.com/PDF/DPA_publishers.pdf (“**DPA**”) incorporated hereto by reference, are entered into and shall constitute a binding agreement by and between VelisMedia Ltd. and its affiliates (“**VelisMedia**”) and the party executing the IO (“**you**” or the “**Publisher**”, and together with VelisMedia – the “**Parties**”), as of the Effective Date stated in the IO. Each a “**party**” and collectively, the “**parties**”.

These Terms, the IO, the Privacy Policy and the DPA shall be collectively referred to as the “**Agreement**”. In the event of any inconsistency between the provisions of these Terms, and those set forth in the IO, the provisions of the IO shall prevail. These Terms shall govern any and all future mutual agreed campaigns, unless as agreed otherwise by VelisMedia and you in writing.

Services

VelisMedia’s publishers network (the “**Publishers Network**”) enables website and/or mobile application owners (i) to receive, transmit and promote creative images, text, videos and/or other advertisements, and promotional materials regarding products or services advertised by advertisers via VelisMedia (“**Creative**” and “**Advertiser(s)**”, respectively), (ii) to use VelisMedia’s revenue tracking and optimization technology, and (iii) to receive payments based on clicks-per-mille or a share in the revenues (collectively, “**Commission**”) actually received by VelisMedia due to the promotion of such Creative via such website and/or mobile application (“**Campaign(s)**, and collectively, the “**Services**”).

Upon the execution of the Agreement and subject to Publisher’s full compliance with the terms thereof, Publisher shall enroll its website and/or mobile application (“**Media**”) to VelisMedia’s Publishers Network, and enable VelisMedia to use its Media inventory (e.g., web-based display, mobile web, web-based video and/or mobile application display (as applicable)) for the purpose of the Campaigns, as part of the Services.

VelisMedia reserves the right (but is not required or obligated) to withhold or refuse approval of any Publisher, website, application, company, or individual for any reason whatsoever.

Publisher Fraud

Publisher will establish, implement and use all commercially reasonable technology and methodologies to: (i) prevent Fraudulent Traffic (as such term is defined below); (ii) detect Fraudulent Traffic should it occur; and (iii) promptly take steps to prevent continuation and/or recurrence of occurrences thereof.

For the purpose of this Agreement, “**Fraudulent Traffic**” shall mean the inclusion in reports, bills or other information and materials associated with this Agreement, of data that counts or uses in calculations, anything other than natural persons viewing actually displayed Creative in the normal course of using any device, including, without limitation, browsing through online, mobile or any other technology or platform. For the avoidance of ambiguity, Fraudulent Traffic includes, without limitation, the inclusion or counting of views: (i) by a natural person who has been engaged for the purpose of viewing such Creative, whether exclusively or in conjunction with any other activities of that person; (ii) by non-human visitors; (iii) combinations of displays directed or redirected by any combination of (i) and/or (ii); and (iv) that are not actually visible to the human eye, discernible to human senses or perceived by a human being.

Publisher agrees that VelisMedia shall have no obligation hereunder, for compensation, liability or otherwise in respect of Fraudulent Traffic and shall not be billed or required to pay for Fraudulent Traffic. To the extent any payment attributable to Fraudulent Traffic is or may be paid by VelisMedia, Publisher shall, within five (5) days, reimburse and refund such payment to VelisMedia, together with reasonably adequate documentation to substantiate the accuracy of any such reimbursement or refund. Unless otherwise included in another audit provision hereunder, VelisMedia or its designated auditors shall be entitled to audit the books and records (including, without limitation, log files) of Publisher for the purpose of determining compliance with these Terms. Publisher will (i) upon request by VelisMedia, permit VelisMedia to deploy fraud detection, traffic validation or other technologies on Ads to measure compliance with these Terms, (ii) disclose to VelisMedia in writing (and update on an on-going basis) its practices for sourcing third-party traffic and audience extension, (iii) disclose to VelisMedia in writing (and update on an on-going basis) its practices for reducing Fraudulent Traffic, (iv) provide third-party monitoring or certified reports of the Deliverables upon request.

Payments

VelisMedia shall remit payment of the Commission to Publisher (“**Payment(s)**”) in accordance with the payment terms stipulated in the IO, in accordance with the nature of the business, from invoice receipt and after it receives payment from Advertiser for the respective Campaign. No Payments can be issued without an invoice or payment request form and appropriate tax withholding exemption forms as applicable. Payments shall be calculated and determined solely based on VelisMedia’s reports with respect to the Campaigns, Revenues and Commissions due to Publisher.

Campaigns

Publishers will only use VelisMedia-provided advertising materials in their advertising of VelisMedia’s Advertiser Creative and related linking to an Advertiser’s Campaign. Publisher will NOT create their own banners or advertising content in connection with any Advertiser Creative or Campaign, unless expressly approved in writing by VelisMedia. Editing or modification of any Creative or any part thereof is strictly prohibited.

Publishers WILL NOT spam or send unsolicited email mentioning or promoting the Advertisers Creative or Campaigns.

Representations and Warranties

Publisher represents and warrants at all times throughout the Term (as defined below) that: (i) it has full authority to enter into this Agreement and to carry out and fully perform its obligations hereunder, and there is no restriction, limitation, or obligation, whether contractual statutory or otherwise, which prevents it from maintaining its representations and fulfilling its obligations under this Agreement; (ii) it has obtained, maintains, and is the holder of all licenses, permits, certificates, and authorizations required by any applicable law, regulation, statutory or governmental authority, for it to lawfully operate its website, mobile application and/or services (collectively, “**Publisher Services**”), and provide, offer, distribute, broadcast, and publicly perform the Campaigns in accordance with this Agreement; (iii) it complies and shall continue to comply with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to it and the Services; (iv) it will comply with all applicable international, national, state, regional and local laws and regulations in marketing, streaming and providing its Publisher Services, including, without limitation and where applicable, laws, regulations and directives applicable to the processing of personal data and on the free movement of such data, and the protection of privacy; (v) it has the full right, authority, permissions, approvals and consents, including from end-users (as applicable), to access, store, collect, analyze, use and process, and allow Advertisers and VelisMedia (on behalf of Advertisers) to do the same, personal or personally identifiable data (collectively, “**Data**”) in connection with the Services and Advertiser Campaign, and in accordance with the DPA and Privacy Policy, and all Data has been and will be legally acquired, and the Data, and its accessing, collection, storage, use, analysis, and processing by Advertisers and/or by VelisMedia on Advertisers’ behalf does not and will not infringe any third party’s rights and it shall comply with the applicable laws, regulations and the DPA incorporated herein (vi) Publisher Services (and any content therein) do not infringe any Intellectual Property (as defined below) rights, rights of publicity, privacy or data protection rights of any third party and, except as otherwise explicitly approved by VelisMedia in writing, are not vulgar, pornographic or obscene, nor may they harm in any way the goodwill or reputation of VelisMedia or disparage or bring VelisMedia into disrepute, including by possibly being perceived as indecent, illegal, misleading, harmful, abusive, harassing, liable, defamatory or containing or embodying other offensive materials; (vii) it may not authorize a third party to do any of the foregoing; and (viii) it shall be solely responsible for creating backup copies of any data and information relating to its use of the Services, at its sole expense.

Notice and Choice Requirements.

Solely where personal data (as that term is defined under the General Data Protection Regulation (“**GDPR**”) is collected from residents of European Economic Area, for purposes described in this Agreement, Publisher must, on each Publisher Media:

1. Provide legally sufficient notice that describes the manner in which personal data (such as IP address and unique cookie or device identifiers) are used in the course of the engagement between the parties.
2. Obtain legally sufficient consent from Publisher’s users, regarding the collection of such Personal Data and use of cookies for the purpose of providing personalized ads; and
3. Provide a legally sufficient opt-out method, or a link to an industry-wide or platform-based opt-out method, that will enable Publisher’s users to withdraw their consent from (i.e., to opt out of) the data collection and usage described herein.
4. For avoidance of doubt, the above shall not apply where Publisher does not permit VelisMedia to interact with traffic from the EEA.

In compliance with the above, Publisher shall, as feasible and as available, implement an industry-wide consent mechanism such as the mechanism being developed by the IAB and/or EDAA, in order to comply with the GDPR’s consent requirements.

In the absence of such consent mechanism, Publisher acknowledges that VelisMedia recommends the following, or similar, language be provided in a consent box or dialog that users agree to:

“We and third parties may collect and share your IP data, mobile device identifier, advertising ID, a cookie identifier, or and other information about your device or browser for interest-based advertising purposes.

[Agree] [Decline]

Details and opt-out instructions: [Publisher Privacy Policy]

Publisher agrees that the above recommended language, and any subsequent language recommended by VelisMedia, does not constitute and should not be relied upon as or as a substitute for legal advice, and that Publisher is solely responsible for its own methods of notice, consent, and legal compliance. In the even the Publisher did not obtain users’ consent or did not provide VelisMedia with consent signal or string, the Publisher undertakes and accepts that the Advertiser might not be able to provide interest-based advertisement to EEA users.

DPO.

Each party shall identify and provide contact details for its contact point within its organization authorized to respond to enquiries concerning processing of the Personal Data or its Data Protection Officer (“DPO”), as applicable. In the event of a change of the above contact person or DPO’s identity, each party shall provide updated contact details. Each party will cooperate in good faith with the other party, the Data Subject and the Supervisory Authority concerning all such enquiries within a reasonable time.

VelisMedia’s DPO can be contacted at dpo@velismedia.com

Disclaimers; Limitation of Liabilities

VELISMEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). THE SERVICES (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA, PRODUCTS, MARKETING MATERIALS, REPORTS AND ANY INFORMATION RELATED THERETO, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. VELISMEDIA IS NOT RESPONSIBLE FOR THE RESULTS OF PUBLISHERS’ USE OF THE SERVICES NOR ITS PUBLICATION OF CAMPAIGNS, INCLUDING FOR ANY SUCCESS OR FAILURE THEREOF.

VELISMEDIA DOES NOT WARRANT OR REPRESENT THAT THE SERVICES UNDER THIS AGREEMENT WILL BE PROVIDED WITHOUT INTERRUPTIONS OR SHALL BE ERROR FREE, NOR THAT THE ADVERTISER CAMPAIGN OR THE SERVICES ARE OF SATISFACTORY QUALITY INCLUDING WITHOUT LIMITATIONS IN REGARDS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT, USABILITY, QUALIY, AVAILABILITY, SECURITY, ACCURACY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, EFFECTIVENESS AND/OR RELIABILITY OF THE TECHNOLOGY AND/OR THE SERVICES, INCLUDING OF ANY CONTENT, DATA, RESULTS, OR THER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH PUBLISHER’S USE OF THE SERVICES. VELISMEDIA DOES NOT ENDORSE ANY ENTITY, PRODUCT, SERVICE OR CREATIVE USED AND/OR TRANSMITTED IN CONNECTION WITH THE SERVICES, NOR ANY ADVERTISERS OR CAMPAIGNS. THE USE OF THE SERVICES ARE AT PUBLISHER’S OWN RISK.

VELISMEDIA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUES OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE SERVICES (OR ANY PART THEREOF), USE OR INABILITY TO USE THE SERVICES, FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF VELISMEDIA TO PERFORM UNDER THE AGREEMENT, ANY OTHER ACT OR OMISSION OF VELISMEDIA BY ANY OTHER CAUSE WHATSOEVER, INCLUDING DAMAGES ARISING FROM THE CONDUCT OF PUBLISHER, ANY ADVERTISER AND/OR ANY END-USERS, OR ANY CAMPAIGNS AND/OR MATERIALS USED AND/OR MADE AVAILABLE THROUGH THE SERVICES; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE FOREGOING, THE AGGREGATE LIABILITY WHICH MAY BE IMPOSED UPON VELISMEDIA UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUM OF ONE HUNDRED (100) US DOLLARS.

PUBLISHER HEREBY ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VELISMEDIA'S SERVICES TO PUBLISHER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF VELISMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

Indemnification

PUBLISHER ACKNOWLEDGES, WARRANTS AND AGREES THAT ITS USE OF THE SERVICES IS SUBJECT TO PUBLISHER'S REPRESENTATION THAT PUBLISHER IS AUTHORIZED AND HOLDS ALL CONSENTS AND AUTHORIZATIONS REQUIRED TO USE THE SERVICES AND ACT AS PUBLISHER OF THE CAMPAIGNS IN THE PUBLISHER SERVICES, AND THAT ALL DATA REGARDING END-USERS OBTAINED PURSUANT TO THE EXECUTION OF THIS AGREEMENT, WILL BE ONLY USED FOR LEGAL PURPOSES AND ACCORDING TO ANY APPLICABLE LAWS.

PUBLISHER SHALL INDEMNIFY AND HOLD HARMLESS VELISMEDIA, ITS ASSIGNEES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CLIENTS, ACQUIRERS AND SUPPLIERS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS RELATED TO REASONABLE LEGAL FEES, COURT COSTS RELATING OR ARISING FROM PUBLISHER'S VIOLATION OF ANY TERM OF THIS AGREEMENT. THE INDEMNITY OBLIGATIONS OF THIS PARAGRAPH ARE CONTINGENT ON VELISMEDIA GIVING REASONABLE WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. VELISMEDIA WILL HAVE SOLE CONTROL OVER THE LITIGATION OR SETTLEMENT OF SUCH CLAIM OR SUIT.

Intellectual Property and Maintenance

The Services and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Services), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to VelisMedia and are subject to copyright and other applicable intellectual property rights under domestic laws, foreign laws and international conventions.

VelisMedia hereby grants Publisher, and Publisher accepts, a nonexclusive, non-transferrable, non-sub-licensable and fully revocable limited license to use the Services only in accordance with the Agreement and for the duration of the Term.

Publisher hereby grants VelisMedia a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to promote Creative via Publisher's website and/or mobile application in connection with the Services and pursuant to this Agreement. to receive, transmit and promote creative images, text, videos and/or other advertising and promotional materials regarding products or services advertised by advertisers via VelisMedia ("**Creative**" and "**Advertiser(s)**", respectively), (ii) to use VelisMedia's revenue tracking and optimization technology, and (iii) to receive payments based on clicks-per-mille or a share in the revenues (collectively, "**Commission**") received by VelisMedia due to the promotion of such Creative via such website and/or mobile application ("**Campaign(s)**, and collectively, the "**Services**").

Publisher may not copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to the VelisMedia's proprietary rights, including the VelisMedia's Intellectual Property, either by itself or by anyone on its behalf, in any way or by any means, unless expressly permitted in these Terms. Furthermore, Publisher may not (i) violate the legal rights of others and/or transmit or otherwise make available in connection with the Services any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component including code to monitor users without their prior consent; (ii) interfere with or disrupt the operation of the Services; (iii) create a database by systematically downloading and storing all or any of the content from VelisMedia's software and/or forward any data generated from the Services without the prior written consent of VelisMedia; (iv)

impersonate any person or entity, including, but not limited to, any Company agent or representative, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that VelisMedia endorses Publisher; and/or (v) use the Services in any way or context that harms the goodwill or reputation of VelisMedia or that may disparage or bring VelisMedia into disrepute, including any use that contains and/or may be perceived as indecent, illegal, misleading, harmful, abusive, harassing, liable, defamatory or other offensive materials.

VelisMedia has no obligation to provide support, maintenance, upgrades, modifications, or new releases under these Terms.

Modification of Agreement

VelisMedia reserves the right to change any conditions of this Agreement at any time, subject to the prior approval of Publisher (via the Publisher's designated primary contact as indicated in the IO), which shall not be unreasonably withheld or delayed. Change notices shall be sent to Publisher's primary contact by email, and Publisher shall be responsible for complying with any changes to the Agreement immediately upon its approval, or otherwise if such approval is unreasonably withheld or delayed - within seven (7) calendar days from the date of notice. Failure of the Publisher to terminate the Agreement within those seven (7) calendar days will constitute acceptance of the changes to this Agreement. Modifications may include, for example, changes in the scope of available Commissions, Payment schedules, Payment procedures and Advertiser Campaign rules. Any changes or modifications made will be in 'good faith', the Agreement will not be altered to purposely avoid paying Publisher its due Commissions.

Term and Termination

The term of this Agreement will commence upon the execution hereof by both parties and will continue until terminated by either Publisher or VelisMedia or as detailed in the respective IO (the "**Term**"). Either Publisher or VelisMedia may terminate this Agreement at any time, with or without cause, by giving the other Party at least forty eight (48) hours prior written notice. In the event of a material breach by Publisher, VelisMedia may terminate this Agreement immediately without notice or cure period, without liability to VelisMedia. Upon the expiration or termination of these Terms and/or the Agreement, all licenses granted hereunder shall immediately terminate, and Publisher shall immediately cease any and all use of the Services.

Confidentiality

All information disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), prior to or during the Term, whether in writing, orally or in any other form which is not in the public domain ("**Confidential Information**"), shall be held in absolute confidence, and Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information of similar importance and in no event less than a reasonable degree of care) to prevent the disclosure of such Confidential Information to third parties. In addition, Receiving Party will limit its disclosure of the Confidential Information to employees with a "need to know" and only in the context of such employees' fulfillment of their duties under this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement, for any reason whatsoever. It is agreed that the following shall not be considered Confidential Information: (1) information that is already known to the Receiving Party at the time of disclosure, as such may be evidenced in the Receiving Party's written records; (2) information that is or becomes known to the general public through no act or omission of the Receiving Party in breach of this Agreement; (3) information that is disclosed to the Receiving Party by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; (4) information that was or is independently developed by the Receiving Party without use of or reference to any of the Confidential Information, as such may be evidenced in the Receiving Party's written records; or (5) information that is disclosed pursuant to a court order, provided that the Receiving Party notifies the Disclosing Party of such order and uses reasonable efforts to limit such disclosure only to the extent required.

Entire Agreement and Miscellaneous

This Agreement reflects the sole agreement between the Parties relating to the subject matter hereof and supersedes all prior understanding, writing, proposals, representations or communication, whether oral or written, of either Party. This Agreement may only be amended by a written instrument executed by both Parties. At any time, VelisMedia may block access to the Services (or any part thereof) and/or temporarily or permanently limit, suspend or terminate such access, for any reason, at its sole discretion, in addition to any other remedies that may be available to it under any applicable law, without assuming any responsibility with respect to such actions or any related loss of any data. Publisher may terminate any campaign with forty eight (48) hours prior written notice. Any such termination will take effect only after the end of forty eight (48) hours from Publisher's notice. The provisions of the Publisher Fraud, Representations and Warranties, Disclaimers; Limitation of Liabilities, Indemnification, Intellectual Property and Maintenance, Term and Termination, Confidentiality, and Entire Agreement and Miscellaneous sections, will survive the termination or expiration of these Terms. These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Services software will be governed by and interpreted in

accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to this Agreement, including your use of the Services hereunder, will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of Tel-Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. Publisher may not assign, sublicense or otherwise transfer any or all of its rights or obligations under these Terms without VelisMedia's prior express written consent. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.