

## **PUBLISHER ONLINE TERMS AND CONDITIONS**

**Important information - please read carefully:** these Publisher Online Terms and Conditions (together with the Attachments (as such term is defined below), the “**Agreement**”) is a legally binding and enforceable agreement between TypeA Holdings Ltd. (“**Company**”, “**we**”, “**us**” or “**our**”) and you, a publisher (“**you**”, “**Media Company**”, or “**Publisher**”).

BY CLICKING “ACCEPT” “SIGN UP” “LOG IN” (OR ANY SIMILAR LANGUAGE), AND/OR BY ACCESSING AND/OR USING OUR SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT AND AGREE THAT FROM SUCH POINT ONWARDS YOU SHALL BE TREATED FOR ALL INTENTS AND PURPOSES BY US AS A PUBLISHER. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE OUR SERVICES. IN ADDITION, YOU CONSENT TO THE USE OF ELECTRONIC MEANS AND/OR RECORDS TO PRESERVE YOUR ACCEPTANCE OF THIS AGREEMENT AND STORING INFORMATION RELATED TO THIS AGREEMENT AND YOUR USE OF OUR SERVICES. YOU ALSO AGREE THAT COMPANY MAY PROVIDE YOU WITH NOTICES IN ACCORDANCE WITH THIS AGREEMENT.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such company or entity and its affiliates to the terms and conditions contained herein, in which case the terms “you”, “your” or “Publisher” shall refer to such company or entity and its affiliates. If you do not have such authority, or if you do not agree to the terms and conditions of this Agreement, you must refrain from accepting this Agreement and may not access and/or use our Services. We recommend saving a copy of this Agreement for your records.

You may not access and/or use our Services if (a) you do not agree to the terms and conditions of this Agreement, and/or (b) you are our direct competitor, as shall be determined at our sole and absolute discretion, unless you received our prior written consent, and/or (c) you accept this Agreement for the sole purpose of analyzing and/or testing its availability, performance or functionality, or for any other competitive purposes.

1. This Agreement is governed by 4’s/IAB Standard Terms and Conditions Version 3.0 [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf) (the “**IAB Terms**”)(subject to the changes specifically set out herein), the Display Guidelines available at: <https://risecodes.com/wp-content/uploads/2020/12/RiseDisplayGuidelines.pdf> (the “**Guidelines**”), and the DATA SHARING ADDENDUM available at: <https://risecodes.com/wp-content/uploads/2022/05/Rise-Partner-DSA.pdf> (the “**DSA**”, and together with the IAB Terms, and the Guidelines, the “**Attachments**”).

### 2. Definitions.

2.1. The definition of “**Agency**” under the IAB Terms is hereby deleted in its entirety and replaced with the following: “**Agency**” means TypeA Holdings Ltd. acting as a third-party cross platform advertising network.

2.2. The definition of “**Site**” under the IAB Terms is hereby deleted in its entirety and replaced with the following: “**Site(s)**” means the site(s) and/or application(s) and/or any digital asset(s) which the Ads are served by.

2.3. The following definition shall be added to the IAB Terms: “**Services**” means programmatic media solutions and any service provided by Company in connection thereto, including but not limited to Amazon’s Transparent Ad Marketplace (“**TAM**”) implementation.

3. **Fraudulent Traffic.**

- 3.1. Media Company will not engage in any fraudulent activity including but not limited to automated actions generation and non-human traffic, including bots, spyware, phishing, etc. (each of which shall be deemed “**Fraudulent Activity**”).
- 3.2. Agency shall determine, at its sole discretion, if Fraudulent Activity has occurred based on the determinations of third-party fraud identifiers and/or Agency’s internal analysis, and, in case it has been established that Fraudulent Activity has occurred, Media Company will not be compensated for any actions derived from said Fraudulent Activity. In the event that Agency has found reasonable evidence to indicate that a substantial portion of Media Company Properties traffic is Fraudulent Activity, notwithstanding anything to the contrary in this Agreement, it shall be entitled to withhold and/or offset any and all payments due to Media Company, without prejudice to any other actions or remedy available to Agency in equity or applicable rules.

4. Section II(d) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “**Editorial Adjacencies.** Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the Agreement (“**Editorial Adjacency Guidelines**”). Media Company will comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and Agency agree that Media Company will obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and will provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser has the right to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will correct such violation within 24 hours. If such correction materially and adversely impacts the Agreement, Agency and Media Company will negotiate in good faith mutually agreed changes to the Agreement to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from Ads placed at locations other than the Sites, provided that such placement is not made by Media Company and/or its media partners on Media Company’s behalf. For any page on the Site that consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will ensure that Ads are not placed adjacent to content that violates the Guidelines. Without limitation of the foregoing, in the event that Agency provides written notice to Media Company that any user-generated content violates the Guidelines, Media Company, will promptly remove such user-generated content.”

5. The following Subsection II(e) shall be added to Section II of the IAB Terms: “1. Media Company and media Company’s site(s) shall comply with: (A) the terms and conditions; applicable policies; and the technical specifications; governing participation in the IAB Europe’s Transparency and Consent Framework (respectfully, the “**TCF Requirements**” and the “**TCF**”) applicable to Publishers, as well as have its partners registered with the TCF; and (B) this Agreement. 2. Media Company shall not collect or use any data obtained through locally shared object technologies,

including, flash cookies, browser helper objects, HTML5 local storage, or any other similar technology not exposed via typical browser user controls.”

6. Section IV of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Media Company shall be able to access a dashboard where Media Company will be able to view reports regarding, without limitation, the number of impressions, eCPM rates, estimated revenue, subject to Agency’s sole discretion (the “**Dashboard**”). Media Company acknowledges and agrees that the Dashboard is provided to Media Company for convenience purposes only and Agency is not liable for any unavailability or inaccuracy, temporary or otherwise, of the Dashboard. Media Company acknowledges and agrees that the manner in which the Dashboard reports are generated (the “**Reports**”), including without limitation, the manner in which the payments are calculated and presented therein may be modified and/or altered by Agency at any time without prior notice to Media Company. For the avoidance of doubt, all Reporting and calculations shall be carried out solely based on Agency’s Reports and numbers. notwithstanding anything to the contrary in this Agreement, Agency shall be entitled to withhold and offset any and all payments due to Media Company, without prejudice to any other actions or remedy available to Agency in equity or applicable rules.”
7. Section V of the IAB Terms is hereby deleted in its entirety and replaced with the following: “(i) Either party may terminate this agreement, for any or no reason, by providing the other party with forty-eight (48) hours’ prior written notice, provided that Agency may terminate any TAM implementation with immediate effect upon notice; (ii) Agency may immediately suspend, partially or totally, temporarily, or permanently, the services under this Agreement and block Media Company Dashboard or terminate this Agreement, withhold any payment due hereunder to the extent determined by Agency in addition to any other remedies that may be available to Agency under this Agreement and/or any applicable rules, if Media Company engages in any acts prohibited by this Agreement.”
8. Section IX(b) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Section IX(b). Reserved”
9. The following Section X(a)(i) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “(i) Media Company’s alleged breach of Section II(d-e), Section XII or of Media Company’s representations and warranties in Section XIV(a).”  
The following subsection (iv) shall be added:  
“(iv) Media Company or its Affiliates fraud or willful misconduct.”
10. Section XI of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Excluding the undertaking under Section X(a) or breach or alleged breach of Section II(e) or Section XII(i), in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of the Agreement, even if such party has been advised of the possibility of such damages. Excluding, the undertaking under Section X(a), a breach of Section XII, breach or alleged breach of Section II(e), death or personal injury caused by negligence, or intentional misconduct by Agency, Advertiser, or Media Company, in no event shall either party’s and/or its representative’s aggregate liability for any claim arising out of or related to this Agreement, to the fullest extent possible under applicable rules, exceed twenty-five thousand U.S. dollars (US\$25,000).”
11. The following changes are made to Section XII of the IAB Terms:

- a. Subsection (iii) shall be added to the definition of “Confidential Information” and state as follows: “this Agreement and the parties’ engagement set forth herein”.
- b. Subsection XII(i) shall be added: “Media Company (i) shall comply at all times with the terms and conditions imposed by Amazon with regard to its use of TAM (including any data privacy requirements), as may be amended from time to time, (ii) will not use any Frequency Management IDs provided to it by Amazon or Agency for any purpose other than frequency capping (forbidden uses include (without limitation): user or device identification or tracking, ad targeting, measurement, or analytics), and (iii) warrants that it does not have any Network Properties directed at children under the age of 13.”

12. Section XIV(b) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Neither party shall be entitled to assign or transfer the Agreement or any of its rights or delegate any of his obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Agency may assign any of its rights and obligations under this Agreement, without receiving Media Company’s consent: (a) if such assignment is made to any of its affiliates or subsidiaries, provided that Agency will notify Media Company on such assignment; or (b) in connection with any merger, consolidation, change of control or sale of all or a material portion of its assets. Any unauthorized assignment or transfer shall be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.”

13. Subsection XIV(d) of the IAB Terms is hereby deleted in its entirety and replaced with the following: “Media Company and Agency agree that any claim, dispute, legal proceedings, or litigation arising in connection with this Agreement shall be exclusively settled in arbitration, as further detailed below, in the English language on a confidential basis and the award passed by the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Media Company and Agency further agree that the arbitration shall be handled under the rules of Intentional Chamber of Commerce (the “**ICC Rules**”) by one arbitrator appointed in accordance with the ICC Rules and the relationship between the parties shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of law provisions thereto and any arbitration shall take place in the city of Tel-Aviv. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. Nothing contained herein shall prevent Agency from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against the other party, in order to restrain the breach of any restrictive covenants pursuant to this Agreement. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.”

14. Payment.

- a. Subject to the full compliance with the terms and conditions of this Agreement and if explicitly agreed to by the parties in writing, Media Company may be entitled to receive payment as indicated in the Dashboard and, to the extent applicable, in accordance with the terms specified in the relevant Insertion Order (the “**Consideration**”).
- b. The Consideration shall be paid 60 days following the month for which payment is due, subject to the receipt of a valid invoice. Payment shall be remitted in United States Dollars and each party shall bear its own costs, charges, expenses and fees incurred as a result of remittance/receipt of any payments under this Agreement (including, without limitation, any bank fees and, if applicable, conversion fees).

15. General.

- a. The Services are provided "AS-IS". TypeA makes no warranty of any kind, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular use or non-infringement. In addition, TypeA does not represent or warrant that: (i) the Services and/or any content, technology or services available therein will be error free or that any errors will be corrected; (ii) the operation of the Services and/or any technology or services available therein will be uninterrupted; and (iii) Publisher will profit or derive any economic benefit from Publisher's use of the Services.
- b. This Agreement describes and governs the relationship between Media Company and Agency. The Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings with respect to it. Agency shall not be subject to or bound by any Media Company insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Agency or any of its representatives "clicks through" or otherwise indicates its acceptance thereof. Company retains the exclusive right to modify or update this Agreement, at any time and without prior notice. Publisher agrees that by continuing to use the Services after Company has updated this Agreement or provided Publisher with notice thereof, Publisher will be bound by the updated Agreement. If the updated Agreement is not acceptable to Publisher, Publisher's only recourse is to cease using the Services and/or terminate the Agreement. The Agreement shall remain in full force and effect until terminated in accordance with the terms hereof. All capitalized terms that are defined in the IAB Terms will have the same meaning when used in this Agreement unless otherwise stated herein. In the event of a conflict between the terms provided herein and the IAB Terms, the terms provided herein shall prevail. Except as expressly provided herein, the IAB Terms are not otherwise modified in any respect, and all terms and conditions of the IAB Terms shall remain in full force and effect. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.