

Anzu Marketplace Terms of Use ("MTU")

Last Modified: July 12, 2026

1. General

- 1.1. These Anzu Marketplace Terms of Use ("**MTU**") (together with the Data Processing Agreement, in effect from time to time and displayed at <https://www.anzu.io/data-processing-agreement> ("**DPA**") as well as Anzu's [Privacy Policy](#), [Cookie Declaration](#), [Brand Safety Policy](#) ("**Publisher Guidelines**"), and any other additional documents, addendum or appendices which are incorporated thereto by reference (together the "**Agreement**") will take effect on the Effective Date (as defined below), and shall govern the relationship between you and us.
- 1.2. These MTU should be read carefully by you in their entirety prior to your use of the Anzu SSP (as defined below). These MTU constitute a legally binding agreement between you and us. By accepting these MTU and/or by using our Anzu SSP (as defined below) and/or obtaining and continuing to obtain any and all of Anzu's services related to the foregoing, you hereby agree to be bound by these MTU. If you do not agree to be bound by any of these MTU, do not use the foregoing. Your use of the Anzu SSP constitutes your acceptance of these MTU.
- 1.3. Where used in these MTU, references to: (a) "**you**", "**your**" and/or the "**Publisher**" mean the developer, owner, or operator of an application (including, where applicable, Game), or related content thereon (collectively "**App**"), as well as any affiliate thereof who applies to use or uses the Anzu's services in connection with such App; and (b) "**we**", "**our**", "**us**" the "**Company**" and/or "**Anzu**" mean Anzu Virtual Reality Ltd. and its affiliated entities and subsidiaries.
- 1.4. You represent and warrant that you have the power and authority to enter into these MTU and you agree to be legally bound by these MTU. If you do not agree to these MTU, do not use the Anzu SSP or the services proposed under these MTU.
- 1.5. We reserve the right to change these MTU at any time without prior written notice and your continued use of the Anzu SSP and the services proposed herein, constitutes your acceptance of the changed or adjusted terms. You understand that changes to these MTU may result in the removal of some or all Advertisements (as defined below).
- 1.6. Any request to change any details and/or information in these MTU by you shall be submitted in writing to us. We shall review such requests and decide, in our sole discretion, after having received the said written request, whether to agree to such a change or not.

If you do not agree to any of these MTU, do not use the Anzu SSP and/or any other service made available by us that are subject to these MTU.

2. Definitions

- 2.1. "**Action**" includes any action made by a real human being who interacts with the Advertisements in the Properties ("**End User**") in the course of using a Device. Without derogating from the above, Action shall include, without limitation, any of the following: view, click, engagement, registration, installation, or any other action, as applicable and agreed upon between the Parties, provided the foregoing was performed by an actual End User in the normal course of using a Device;
- 2.2. "**Ads**" or "**Advertisements**" means any promotional content, in whatever format (including, without limitation, text, graphics, video, audio, rich media and links), provided by Company or Company's upstream partners ("**Advertisers**") to be served through or displayed on the Approved Properties (as defined in the MTU). For the avoidance of doubt, Advertisements in the context of this MTU **do not** include intrinsic in-application Ads as detailed in Section 14.3 of this MTU;
- 2.3. "**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with such entity;
- 2.4. "**Anzu SSP**" means the Company in its capacity of the Anzu Technological Solution, enabling the Publisher to obtain supply-side-partner services from the Company by which the Publisher can manage, optimize, and monetize its Advertising endeavors in the Properties through automated, real-time bidding and programmatic Ads' sale;
- 2.5. "**Anzu Technological Solution**" means Anzu's proprietary software, solutions and platforms, that enable the technological services via the Anzu SSP, and any other solutions proposed through this MTU;
- 2.6. "**Approved Transactions**" shall mean an Action, excluding any Action which: (i) resulted from or in connection with Fraudulent Activity, as determined by Company in its sole discretion; (ii) was performed by the Publisher's employees, agents or contractors; or (iii) violates the Campaign Conditions;

- 2.7. **"Campaign Conditions"** means conditions and/or restrictions imposed by the Company for the promotion and distribution of the Ads, including but not limited to those specified in the Agreement or transmitted to the Publisher from time to time in writing (email is sufficient);
- 2.8. **"Clearing Price"** means the value sent as part of a bid response before any deductions or adjustments.
- 2.9. **"Confidential Information"** means any non-public, proprietary, confidential and/or trade secret information of a party hereof, whether furnished before or after the Effective Date, including, without limitation, research and development, formulas, programming, know-how, proprietary knowledge, technology and any related documentation, engineering, production, operation and any enhancements or modifications relating thereto, and other designs, drawings, engineering notebooks, industrial models, software and specifications, financial and marketing information, business plans, business procedures, clients' list, business partners or other information disclosed by one of the parties hereto (**"Disclosing Party"**) to the other party (**"Receiving Party"**) either directly or indirectly in writing, orally or by drawings. Confidential Information shall not, however, include any information which: (i) was known to the Receiving Party or in its possession at the time of disclosure without any confidentiality obligation; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is independently developed by the Receiving Party without reliance on or use of the Confidential Information or any part thereof and the Receiving Party can show written proof of such independent development; (iv) is required to be disclosed by applicable law, regulatory authority or a valid court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to obtain a protective order and the disclosure shall be limited to the extent expressly required; (v) is approved for release by prior written authorization of the Disclosing Party; or (vi) the Receiving Party can demonstrate was disclosed by the Disclosing Party to a third party without any obligations of confidentiality;
- 2.10. **"Device"** means any electronic appliance that has the technical capabilities to display the Advertisements inside the Publishers' Inventory in the Properties;
- 2.11. **"Fraudulent Activity"** means (a) the display, promotion, distribution or interaction with Ads in any manner that engages with anything other than End Users, including, without limitation: (i) inclusion or counting of views or clicks: by a natural person who has been engaged for the purpose of viewing the Ads, whether exclusively or in conjunction with any other activities of that person (including, without limitation, employing any means to induce, encourage, incentivize or trick the End User into viewing or clicking on the Ads); by non-human visitors (such as bots); that are not actually visible to the human eye, discernible to human senses or perceived by a human being; (ii) masking or cloaking any URL, or employing any means to obscure the true source of traffic, or conceal conversions; (iii) generating automated, fraudulent or otherwise invalid impressions, inquiries, views, clicks or conversions, or artificially inflating impressions, inquiries, views, clicks, or conversions, or employing any misleading practices (such as, without limitation, repeated manual clicks or automatic page refreshes at intervals of less than 10 minutes between each); (iv) installing or transmitting Malicious Code, all as determined by the Company in its sole discretion.
- 2.12. **"Malicious Code"** shall mean viruses, worms, malware, spyware, adware, time bombs, Trojan horses, drive-by download applications or other harmful or malicious code, files, scripts, agents or programs, including code that: (i) is intended to or has the effect of misappropriating, hijacking, commandeering, or disrupting access to or use or operation of any information, device, hardware, system or network, or (ii) materially interferes with or disrupts the End Users' web or mobile navigation or intervenes with End Users' control over the operating system, browser settings, browser functionality or webpage's display.
- 2.13. **"Objectionable Content"** means content that promotes or contains links to content that is (i) pornographic, sexually explicit or obscene, (ii) harassing, threatening, abusive, inflammatory or racist, (iii) illegal, contrary to public policy or that could facilitate the violation of any applicable law, regulation or government policy, (iv) libelous or defamatory, (v) is misleading or deceptive; (vi) violates the Proprietary Rights, or the privacy, publicity, moral or any other right of any third party; (vii) offers or disseminates any counterfeit or fraudulent goods, or services, schemes, promotions or advice not permitted by law; (viii) promotes the use of drugs or drug paraphernalia, illegal substances or dangerous products; (ix) promotes online gambling, or (x) harmful to Company's or any other party's systems and networks, or includes Malicious Code.
- 2.14. **"Personal Data"** means any information by which a natural person could be identified, directly, or indirectly by using reasonable means, including but not limited to: name, email, address, IP address and similar unique online identifiers (such as cookie IDs and advertiser IDs);
- 2.15. **"Publisher Account"** means the account opened by you via the website <https://publishers.anzu.io/> prior to granting you access to the Anzu Technological Solution;
- 2.16. **"Prohibited Activity"** means any Action, practice, or omission by the Publisher, its employees, agents, contractors, or affiliates that is unlawful, fraudulent, deceptive, abusive, or otherwise in violation of applicable laws, regulations, Industry Standards, or the terms of this Agreement. Without limitation, Prohibited Activity includes: (i) Fraudulent Activity; (ii) Misrepresentation – providing false, misleading, or incomplete information regarding inventory, audience, targeting, Properties, or Ad performance; (iii) Objectionable Content; (iv) Malicious Code; (v) Unauthorized Use of Data by collecting, processing, storing, or sharing personal data or Confidential Information in violation of applicable privacy laws, self-regulatory guidelines, or this Agreement; (vi) Violation of Proprietary Rights; (vii) Illegal, offensive, or

harmful content – serving, promoting, or distributing content that is obscene, defamatory, hateful, discriminatory, or otherwise prohibited under applicable law or platform policies; (viii) Interference with Ads' delivery – altering, blocking, obscuring, or otherwise interfering with the intended delivery, rendering, tracking, or reporting of advertisements; (ix) Circumvention – engaging in any activity intended to bypass payment obligations, measurement tools, verification mechanisms, or the technical controls of the other party or its partners;

- 2.17. **"Proprietary Rights"** shall mean all intellectual property rights, including, without limitation: (a) all inventions, whether patentable or not, all improvements thereto and derivatives thereof, and all patents and patent applications; (b) all registered and unregistered: marks, trademarks, service marks, trade names, trade dress and associated logos, domain names and registrations and applications for registration thereof; (c) all copyrights in copyrightable works, all other rights of authorship, including without limitation moral rights, and all applications and registrations in connection therewith; (d) all trade secrets and Confidential Information; (e) all rights in databases and data compilations, whether or not copyrightable; and (f) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media).

3. License

- 3.1. Subject to the Publisher's compliance with this Agreement or any additional requirements conveyed to Publisher by Company from time to time, Company hereby grants the Publisher a limited, non-sublicensable, non-transferable, royalty-free, non-exclusive license to the Anzu Technological Solution, enabling Publishers to display, transmit, and use the Ads solely as necessary for performing the Campaign Conditions during the Term ("**License**"). Further, the Company shall furnish the Publisher with access to reporting on the performance and results of its campaigns as calculated by the Company ("**Reporting**"), including key delivery and performance data and metrics (such as impressions, completed views, spend, and revenue attributable to the Publisher's Properties). The Company shall provide such access through an application programming interface (API) connection and/or through access to the Company's platform or dashboard, in each case enabling the Publisher to review, monitor, and track its campaigns. The Reporting shall be made available throughout the Term and updated on a regular basis, and the Company shall use commercially reasonable efforts to ensure that the Reporting is accurate and accessible. The particular form and means of providing access to the Reporting (whether via API connection, platform, dashboard, or otherwise) shall be determined by the Company, provided that the Company shall in all events provide the Publisher with access to the Reporting.
- 3.2. As part of the License, Anzu will make the Anzu Technological Solution available to enable you to make the required integration of the software with the applications. You agree to promptly integrate the Anzu Technological Solution and to maintain the integration by updating as soon as commercially available, the then-current version of the Anzu Technological Solution as per our instructions in a manner that complies with the technical and implementation requirements set by us. In addition, you will comply with any protocols or other instructions contained in any documentation provided by us.
- 3.3. You will not, and will not allow any third party to: (i) directly or indirectly access, launch or activate any of the Anzu Technological Solution, any protocols or any other technology, content, software, materials and/or documentation belonging to us, through or from, or otherwise incorporate any of these in, any application, software, website or other means, other than via the Anzu Technological Solution, as permitted under this MTU; (ii) copy, distribute, rent, sell, lease, lend, sublicense, transfer any of the Anzu Technological Solution and/or right to use the License or make any of these available to any third party except as expressly set forth and in accordance with this MTU; (iii) decompile, reverse engineer, or disassemble the Anzu Technological Solution; (iv) modify your Publisher Account in any way without our prior written consent; (v) create derivative works based on any component of the Anzu Technological Solution and/or create any product or service competitive with the Anzu Technological Solution; (vi) modify, remove, or obscure any proprietary notices or anything of similar nature that appear on or during the use and operation of the License, the Anzu Technological Solution and/or Publisher Account; and (vii) create or attempt to create a substitute or similar service or product to that of the Anzu Technological Solution or proprietary information related thereto.
- 3.4. Company reserves the right, in its sole discretion and without liability, to reject or remove any Property or placement, or stop the delivery of Ads to any Property or placement, at any time at its sole discretion. Publisher acknowledges that any Campaign or part thereof may be canceled, paused, or suspended, whether by Company or its Advertisers, at any time and without notice to Publisher. Publisher hereby acknowledges that Company is providing the Ads (in part or in whole) as an intermediary between Advertisers and Publisher, and as such Company shall not be held responsible or liable for any actions or omissions performed or omitted by any Advertisers or third parties (including with respect to the content of the Ads) and is neither the originator, generator, nor deployer of any artificial intelligence system used to generate, create, or manipulate any Ad or Ad content. For the avoidance of any doubt, it is hereby understood that Anzu has not generated any Ads' content, and has no option to verify, detect, mark, label or disclose the origin of Ads' creation (including, if Ads constitute artificially generated or manipulated content (e.g. 'deep fake')). Further, the Ads are transmitted to the Publisher in accordance with the said acknowledgment and understanding. To the extent any Ad or Ad content is generated or manipulated by such means, the sole responsibility for compliance with any applicable laws, regulations, or obligations governing the transparency, disclosure, marking, or labeling of artificially generated or manipulated content shall rest with the Advertiser and/or Publisher that creates, supplies, deploys, or

publishes such Ad or content to End User, and Anzu shall bear no responsibility or liability whatsoever in connection therewith.

- 3.5. Company hereby grants to Publisher a limited, nonexclusive, revocable, and non-transferable license to access and use the Anzu SSP for the purpose of managing and selling Inventory across Publisher's Properties (as defined below). Publisher shall only use the Anzu SSP for its own internal business purposes, with respect to approved properties only as communicated and updated from time to time by the Parties in writing (e-mail is sufficient) ("**Approved Properties**" or "**Properties**").
- 3.6. As an integral aspect of the Company's offered services, it may be necessary for the Company to engage third-party solutions and technological advancements to enhance and optimize the efficacy of the Anzu SSP. In acknowledgement of the foregoing, the Publisher hereby consents to the Company's utilization of such enrichment and enhancement by third party providers: (i) Intent IQ LLC, with their privacy practices available at: <https://www.intentiq.com/technology-privacy-policy>; (ii) ID5 Technology Ltd., with their ID5 privacy preference center available at: <https://id5-sync.com/privacy>; (iii) ShareThis Inc., with their privacy practices available at: <https://sharethis.com/privacy>; (iv) Eyeota Pte Ltd. with their privacy preference and practices available at: <https://www.eyeota.com/how-to-opt-out>; (v) Predictive Pop, Inc. with their privacy practices available here: <https://audigent.com/privacypolicy>; and (vi) ComScore, Inc, with their privacy practices available at: <https://www.comscore.com/About/Privacy-Policy>. The present clause confirms mutual agreement on the use of varying systems and methodologies to facilitate the efficient delivery of services. Its purpose is to offer elucidation regarding the application of third-party technological advancements and solutions. Ultimately, this provision safeguards both Parties and heightens transparency throughout each respective process. Publisher undertakes to periodically review the Company's privacy practices, as outlined in its Privacy Policy, where it will be informed of any additional or substitute third-party providers.

4. Publisher's undertakings and obligations

- 4.1. Publisher shall distribute and promote Advertisements solely through the Properties, ensuring the viewability of Ads in accordance with the industry standards (including without limitation the IAB's), and in compliance with the Publisher Guidelines attached herein. Publisher will ensure that Ads will be displayed in accordance with such standards. Publisher acknowledges and agrees that at any time during the Term hereof, if in Company's reasonable judgment Publisher is not in compliance with the Agreement, including the Publisher Guidelines, without limitation from any other right or remedy available to Company under the Agreement or applicable laws, Company may, at its sole discretion: (i) terminate the Agreement, immediately; (ii) deduct, withhold, offset any payment to Publisher due to such non-compliant activity; (iii) take any other measures needed to prevent or correct such non-compliant activity.
- 4.2. Publisher undertakes to pre-approve with Company the placement of the Ads through the Properties.
- 4.3. Publisher undertakes to adopt adstxt v1.1 and list Anzu as a certified seller. It is agreed that failure by the Publisher to conduct the same may cause a suspension by Anzu and Anzu shall not be required to remit any payment to the Publisher.
- 4.4. The Publisher shall comply with all applicable laws, regulations and Industry Standards and shall not: (i) use or place in any context on any web page that harms the goodwill or reputation of Company in any way, including, but not limited to by using Properties containing Prohibited Activity, illegal, misleading, harmful, abusive, harassing, libelous, defamatory or other offensive materials including inappropriate pornographic, sexual, etc.; (ii) display pop ups, pop unders, expanding banners, buttons or any animations that may interfere with Advertisements, other ads on web pages; (iii) unduly interfere with End User's control of his or her computer in other ways, such as installing additional software, overlaying or injecting code, redirecting browser activity and causing slow connection speeds and/or loss of Internet or functionality of other programs; (iv) re-distribute the Advertisements to a third party; and (v) involve, advertise or distribute the Advertisements or any related Content with incentivized traffic, p2p, adware, spyware, viruses or software or online scripts.
- 4.5. Publisher represents and warrants that: (i) it owns the Properties or otherwise has all requisite rights and licenses as needed to display the Ads, to perform its duties and obligations under this Agreement, and is duly qualified to enter into and provide all representations and warranties hereunder; (ii) the Properties do not and will not breach any third party rights including without limitation third party intellectual property rights and privacy rights; (iii) any and all activities and/or obligations it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules, regulations, best industry practice and the Publisher Guidelines; (iv) it has the requisite qualifications, knowledge, ability and skills and business contacts required to perform the distribution and display; (v) neither it nor any other third party on its behalf shall engage in Prohibited Activity (as defined above or as determined by Company from time to time in its sole and reasonable discretion); (vi) it will be solely responsible for the advertisement, marketing activities, distribution, and content used by it for the purpose of distributing the Advertisements, and for any costs or expenses connected therewith. The Company reserves the right, subject to a prior notice, at its sole discretion to impose additional limitations or provide additional guidelines on the distribution and display of Advertisements.
- 4.6. You will protect the Publisher Account and the Anzu Technological Solution from unauthorized third party access and will keep safe and confidential any usernames or passwords associated therewith against any unauthorized access and use; you will take full responsibility for any authorized or unauthorized third-party access and/or use of the License, Publisher Account and/or the Anzu

Technological Solution. You will ensure that all information in the Publisher Account, including but not limited to, your full name and contact address are up-to-date, complete and accurate. Any processing of Publisher Account information shall be subject to Anzu [Privacy Policy](#). In addition, we may further collect Publisher Account usage data, to enhance our business, analyze our operations, and improve the Service.

- 4.7. Without derogating from Section 4.6, you may grant access to the Publisher Account and/or the Anzu Technological Solution only to your subsidiaries in order to allow them to access and manage the Publisher Account and/or the Anzu Technological Solution on your behalf; provided, however, that you shall: (i) require that such parties agree to be bound by this MTU, (ii) ensure that they comply fully with all provisions of this MTU, and (iii) be fully responsible and liable for the acts and omissions of them. You agree that to the extent you create a new account, it must be pre-approved by us and registered to you; if not pre-approved or registered with the same entity or name, we may suspend or close that account in our sole discretion.
- 4.8. You will comply with any third party terms, policies or guidelines applicable to the development and operation of the application and the integration between the application and the use of the Anzu Technological Solution, including, without limitation, any operating system supported by us now or in the future, and will not cause us to be in violation of any such third party terms.
- 4.9. Publisher represents and warrants that there is no contractual, legal or other prohibition upon you and/or anyone acting on your behalf (including, without limitation, any controlling shareholders, directors, officers and/or its ultimate beneficiary owners) to enter into this Agreement. Neither Publisher nor anyone on its behalf appears in any repositories which (i) prohibit them directly or indirectly to conduct business with the Company, and/or in the currencies of the United Kingdom, the EU or the United States of America, or (ii) will expose the Company to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the State of Israel, the European Union, United Kingdom or United States of America (i) and (ii), collectively, "**Sanctions Regimes**". Further, the Publisher undertakes not to allow and/or to make available the Company's services, solutions and the Anzu SSP to any individuals and/or entities that are under any Sanctions Regime, including without limitation in the territories of Lebanon, Syria, Iran, Cuba, North Korea, the Crimean Peninsula and the Ukrainian areas of Luhansk, Donetsk, Kherson and Zaporizhzhia. If the Company is deemed to furnish payments and/or render services to the Publisher which may expose the Company (at Company's sole discretion) to any sanctions, prohibition or restriction under any Sanctions Regime, the Company shall be entitled to immediately terminate the Agreement with no penalty, and shall not be liable to pay any claim or provide any benefit hereunder to the Publisher.

5. Representation and Warranties

- 5.1. Each Party represents and warrants that (a) it is duly organized under applicable law and has sufficient authority to enter into these Terms and that, (b) the execution and performance under these Terms does not conflict with any contractual obligations such party has to any third party.
- 5.2. Publisher represents and warrants that the Properties: (a) do not infringe upon the intellectual property rights of any third party; (b) do not contain any Objectionable Content; (c) do not engage, directly or indirectly, in any Fraudulent Activity; (d) are not directed to minors as determined under each End User's applicable jurisdiction laws; (e) comply with all applicable laws and regulations, including applicable data protection laws, and will act in transparency with the Company (including by way of providing Company with domain transparency) and will label the source of traffic; (f) include at all times a publicly accessible, detailed and informative privacy policy in compliance with all applicable data protection laws including details regarding the Personal Data processing by or on behalf of Publisher with respect to each applicable Property; (g) only implement tracking technologies (including by Company or its Advertisers) subject to freely given, informed and affirmative consent of End Users; (h) only collect, process and transfer Personal Data (including to Company or its Advertisers) subject to freely given, informed and affirmative consent of End Users or after having established other lawful grounds thereto; (i) do not contain any Malicious Code; and (j) will not be involved in any Prohibited Activities.

6. Intellectual Property

- 6.1. Publisher shall have all right, title and interest in its Properties and Publisher's trade names, trademarks, service marks, logos, or other brand features.
- 6.2. Company retains all right, title and interest in the Ads, any Company website, Company's technology, mobile app, the Anzu Technological Solution, and/or any other service or deliverable provided by Company hereunder ("**Company Properties**"), including but not limited to their content, technology and any other Proprietary Rights contained therein and any derivative thereof, and any of the Company's patents, trade names, trademarks, service marks, logos, or other brand features.
- 6.3. Nothing in these MTU shall be construed as providing Publisher a right to use any of Company's or its Affiliates' or Advertisers' trade names, trademarks, service marks, logos, or other brand features (excluding the limited right and license to include such if contained in a creative of an Ad or another deliverable provided hereunder).
- 6.4. Publisher shall only use the Anzu Technological Solution and services in accordance with this MTU, and any protocols or guidelines that we provide from time to time, applicable laws, legislation, rules and regulations. Without derogating from the provisions of this Section 6.4, subject to Anzu's prior written consent (e-mail is sufficient), if you make any amendment, addition, modification and/or derivative work

in respect of your Publisher Account and/or the Anzu Technological Solution, any such modification, addition, amendment and/or derivative work will be solely owned by Anzu and you will have no right or title in such modification, addition, amendment and/or derivative work in any way whatsoever.

- 6.5. Publisher may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about us, your Publisher Account and/or the Anzu Technological Solution (collectively, "**Suggestions**"). You understand that any Suggestions submitted to us by the Publisher shall be non-confidential and shall become Anzu's sole property. Anzu shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of any Suggestions for any purpose, commercial or otherwise, without any acknowledgment and/or compensation to you.

7. Consideration

- 7.1. Subject to the terms set forth in the Agreement, all payments due to Publisher ("**Consideration**"), shall be solely calculated and based on the Company's tracking systems and/or reports ("**Calculations**"). The term "**Payable Amount**", shall denote the net amount due to the Publisher as indicated in the Clearing Price, contingent upon the actual amount received by the Company from its principal business operations and services.
- 7.2. The Consideration shall be remitted to Publisher solely for Approved Transactions, and Company shall not be obligated to remit any Consideration, and shall be entitled to withhold, charge back or claw back any amount or demand a refund (in the event Consideration was already paid): (a) in connection with payments that were not fully collected by Company from its Advertisers, or fully approved by its Advertisers; or (b) if determined by Company, at its sole discretion, that Publisher has engaged in Fraudulent Activity, Objectionable Content, Prohibited Activity or was otherwise in breach of the Agreement.
- 7.3. Publisher acknowledges that the Calculations are subject to Publisher's traffic quality, and compliance with the terms and conditions of the Agreement, thereby are subject to adjustments at all times. Any online Calculations are not guaranteed to be accurate and are subject to adjustments resulting from, among other things, a final accounting, deductions, traffic performance etc., all as determined by the Company's sole and reasonable discretion. In no case and for no reason Company shall be liable for any unavailability or inaccuracy, temporary or otherwise, of the Calculations. Company reserves the right to deduct, set off, claw back or charge back any amounts Publisher may owe to Company against any amounts payable or otherwise owing to Publisher. Publisher shall have the right to dispute the Calculations by submitting a written dispute notice to Company by no later than fifteen (15) days of receiving the final Calculations with respect to a billing period, in which case, the Parties will work together in good faith to settle such dispute. If no dispute notice is received by Company, within such fifteen (15) day period, then the Calculations will be considered final and non-appealable proof for the purpose of computing the Consideration.
- 7.4. Publisher is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher's account. Any bank fees and other commissions incurred by Company, including due to any error or omission of contact or payment information may be deducted by Company from any Consideration due to Publisher. It is hereby clarified that Publisher shall not be entitled to receive any additional payment except for the Consideration agreed upon by Company and as communicated to Publisher.
- 7.5. The Consideration shall be remitted to Publisher in USD, 90 days after the end of the relevant calendar month in which the Publisher's Inventory was sold, subject to the remittance of an applicable invoice, to the account specified by the Publisher. All the fees and/or commissions related to the payment shall be at the exclusive charge of Publisher.
- 7.6. The Publisher acknowledges that all payments from the Company will be facilitated through the designated payment processing platform (Tipalti). The Publisher is responsible for creating and maintaining an active account on this platform and for following all related payment instructions. The Company shall not be held in breach of this Agreement for any delay or failure to remit payments if such issues arise from the Publisher's failure to establish or properly manage their payment processing account.
- 7.7. All payments due to Publisher under these MTU will be exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT, if applicable) (collectively, "**Taxes**"). Publisher will be responsible for payment of all Taxes and any related interest and penalties resulting from any payments made hereunder, other than any taxes based on Company's income. Company may be obligated by law to obtain tax information from Publisher and payments to Publisher may be withheld until Publisher provides this information or otherwise satisfy Company that Publisher is not a person from whom Company is required to obtain tax information or, if required by applicable law, may be subject to tax withholding.
- 7.8. Company reserves the right to make payments only when the cumulative payments due to the Publisher exceeds USD\$ 500 ("**Minimum Balance**"). If the Consideration owed to Publisher does not exceed the Minimum Balance, Company shall have the right to roll over such payments to the following month until such time when the total payment owed to Publisher exceeds the Minimum Balance.

8. Confidentiality

- 8.1. During the Term and thereafter, each Party agrees that it will not disclose or use the Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent. Each Party

- agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own Confidential Information, during the Term and for a period of five (5) years thereafter to prevent the disclosure of the Disclosing Party's Confidential Information other than to its employees, affiliates, subsidiaries or other agents who must have access to such Confidential Information for such Party to perform its obligations or exercise its rights hereunder, who will each agree to comply with this section.
- 8.2. Upon termination or expiration of these MTU, Receiving Party shall, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's discretion) all materials containing Confidential Information.

9. Privacy and Data Protection

- 9.1. Company and its Advertisers may use cookies and similar tracking technologies, and collect Personal Data, including without limitation as needed in order to administer the Campaign, including for retargeting and behavioral advertising purposes, for the protection against Fraudulent Activity, for analytics and reporting purposes, and as needed to provide and improve Company's services, to the extent permitted under applicable law and subject to a valid legal basis where required. Company shall be entitled to rely on Publisher's representations, classifications, consents, and settings, and shall have no obligation to independently verify such information.
- 9.2. Publisher represents and warrants that: (a) Publisher is permitted to collect, use and transfer Personal Data (including to Company and its Advertisers) including Personal Data through the Properties; (b) it has provided its End Users with sufficient notice (including through an adequate and accessible privacy policy) and obtained their freely given, informed, and affirmative consent, as required by applicable laws and regulations, as well as any applicable mobile application marketplace's policies and requirements (such as Google Play or the Apple App Store, as applicable), in connection with the implementation of tracking technologies; (c) Publisher has obtained End Users' freely given, informed and affirmative consent for the processing of Personal Data or established other lawful grounds thereto, including for the purpose of displaying interest-based or targeted content; and (d) Publisher shall not provide to Company any Personal Data regarding "children", as defined under applicable laws, or any health, financial, or insurance related Personal Data of End Users, or other Personal Data which may be considered of sensitive nature/special category. Notwithstanding the foregoing, where the Anzu Technological Solution is configured in a mode intended to support compliance with COPPA or other applicable children's privacy laws, and provided that any such persistent identifiers are truncated and treated in the manner described in the Privacy Policy Publisher may permit the collection or transmission of persistent identifiers solely to the extent permitted under such laws and solely for the purposes and in the manner described in Anzu's then-current technical documentation, Privacy Policy, and DPA. Publisher shall maintain ongoing compliance with the representations and warranties set forth in this Section at all times. Publisher shall be solely and exclusively responsible for any failure to obtain valid consent, lawful basis, or required disclosures.
- 9.3. Publisher undertakes to adhere to the Data Protection Law (as this term is defined in the DPA), including the Children's Online Privacy Protection Act (COPPA), and represents and warrants that it shall not use the Anzu Technological Solution and/or embed within its application any of the foregoing, should such applications be "primarily child directed" (as defined in COPPA), and shall immediately notify Anzu.
- 9.4. Publisher shall be solely responsible for accurately classifying each application, game, Property, and audience segment, including whether such application, game, Property, or audience is general audience, mixed audience, or primarily child-directed under COPPA and other applicable children's privacy laws. Publisher shall provide Anzu with all classifications, settings, signals, notices, consents, and other information reasonably required for Anzu to configure or operate the Anzu Technological Solution in accordance with such classification. Anzu shall be entitled to suspend or restrict access to the Anzu Technological Solution upon reasonable suspicion of inaccurate classification or non-compliance with applicable law.
- 9.5. Further, Publisher undertakes to set the relevant mode of Anzu's SDK, whether under contextual mode, behavioral mode or 'kids safe mode' (i.e., when the audience of the application is mixed), as further detailed in Anzu's [Privacy Policy](#). Publisher shall select and implement the applicable SDK mode before launching or enabling the Anzu Technological Solution in the applicable application, game, or Property, and before any collection, transmission, or processing of Personal Data through the Anzu Technological Solution. Publisher is solely responsible for selecting and implementing the correct SDK mode, and Anzu shall have no responsibility or liability arising from any incorrect selection, implementation, or configuration thereof. Anzu may override, restrict, or disable any SDK mode where reasonably necessary to ensure compliance with applicable laws, platform policies, or regulatory requirements.
- 9.6. Publisher understands that Anzu fully relies on Publisher's compliance with this Section 9 to allow Anzu to identify those users who are under the age of thirteen (13) so that Anzu may ensure that any persistent identifiers collected about such users of apps that are flagged as required will be processed according to the requirements of COPPA, including not being used to serve behaviorally-targeted ads or track users for such purposes.
- 9.7. By entering into this Agreement, Publisher hereby agrees to the terms of the [Data Processing Agreement](#), incorporated herein by reference and is an integral part of these MTU. Additional information regarding Company's processing of Personal Data is described in Company's [Privacy Policy](#), which is also incorporated herein by reference as an integral part of these MTU.

10. Third Party Sources

- 10.1. The Anzu Technological Solution (or any part thereof) may use or include third-party software, files, and components that are (or might be) subject to open source and third-party license terms ("**Third Party Sources**"). In such cases, the terms of the respective open source license or other third-party license will govern the use of these components, regardless of the terms outlined in this MTU. Nothing in this MTU is intended to restrict any rights under, or to grant rights conflicting with, the terms of any applicable open source license or other third-party license pertaining to any such Third Party Sources. Your right to use such Third Party Sources as part of, or in connection with, Anzu's services is subject to the acknowledgments and license terms accompanying such Third Party Sources, contained therein or related thereto. This MTU does not apply to any Third Party Sources accompanying or contained in the Anzu Technological Solution. Publisher shall not take or omit to take any action that causes, or would reasonably be expected to cause, Anzu, its Advertisers, or any of its or their partners to violate any such third-party terms, policies, guidelines, or technical requirements.
- 10.2. You acknowledge that Anzu is not the author, owner, or licensor of any Third Party Sources. Anzu does not make any warranty with respect to Third Party Sources, and WE (I) MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, OR SUITABILITY OF THIRD PARTY SOURCES, AND (II) DISCLAIM ALL LIABILITY RELATED TO THIRD PARTY SOURCES. ACCESS AND USE OF THIRD PARTY SOURCES IS SOLELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL THE ANZU TECHNOLOGICAL SOLUTION OR ANY PORTION THEREOF (EXCEPT FOR THE THIRD PARTY SOURCES CONTAINED THEREIN) BE DEEMED TO BE "OPEN SOURCE" OR "PUBLICLY AVAILABLE" SOFTWARE.

11. Indemnification

- 11.1. Each Party shall defend, indemnify and hold harmless the other Party (and its officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses, including court costs and reasonable attorneys' legal fees (collectively "**Damages**") which are finally awarded to a Party who has suffered or incurred damage in connection with any actual claim, demand, action or other proceeding by any third party ("**Claim**") arising from any breach of its representations or warranties.
- 11.2. Notwithstanding the foregoing, Publisher shall defend, indemnify and hold harmless Company (and its Affiliates, officers, directors and employees) from and against any Damages which Company may suffer in connection with any Claim that (a) the Properties or any part thereof contain or link to Objectionable Content, or (b) a Property or the Publisher is or was engaged in Fraudulent Activity, or (c) Publisher, or a Property, violates any End User's right to privacy or applicable data protection laws, including without limitations, Publisher's obligations as set forth in Section 9.2 above.
- 11.3. The obligations of either Party to provide indemnification under these MTU will be contingent upon the indemnified party (i) providing the indemnifying party with prompt written notice of any claim for which indemnification is sought (provided that the indemnified party's failure to notify the indemnifying party will not diminish the indemnifying party's obligations under this Section except to the extent that the indemnifying party is materially prejudiced as a result of such failure), (ii) cooperating fully with the indemnifying party (at the indemnifying party's expense), and (iii) allowing the indemnifying party to control the defense and settlement of such claim, provided that no settlement may be entered into without the consent of the indemnified party if such settlement would require any action on the part of the indemnified party other than to cease using any allegedly infringing or illegal content or services. Subject to the foregoing, an indemnified party will at all times have the option to participate in any matter or litigation through counsel of its own selection at its own expense.

12. Disclaimer; Limitation of Liability

- 12.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY'S SERVICES, INCLUDING THE ADS OR ANY ACCESS AND USAGE RIGHTS GRANTED BY COMPANY TO PUBLISHER WITH RESPECT TO COMPANY'S PLATFORM AND THE ANZU SSP (COLLECTIVELY, THE "**COMPANY SERVICES**"), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT GIVE ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE COMPANY SERVICES OR THE CAMPAIGN. COMPANY DOES NOT WARRANT OR OTHERWISE REPRESENT THAT THE COMPANY SERVICES OR ANY DATA RELATED THERETO WILL BE FREE OF INTERRUPTIONS, ERRORS, BUGS, VIRUSES OR SECURITY PROBLEMS. COMPANY DOES NOT GUARANTEE THE EFFECTIVENESS OF COMPANY SERVICES OR THE CAMPAIGN.
- 12.2. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SHALL NOT BE LIABLE TO PUBLISHER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, OR LOSS OF GOODWILL) INCURRED IN CONNECTION WITH THE AGREEMENT UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT OR TORT, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO THE PUBLISHER FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE CONSIDERATION PAID TO PUBLISHER IN CONNECTION WITH THE CAMPAIGN DURING THE THREE (3) MONTHS DIRECTLY PRECEDING ANY CLAIM.

13. Term and Termination

- 13.1. These MTU shall commence on the date in which you have accepted the MTU in our website ("**Effective Date**"), for a period of twelve (12) months ("**Initial Term**"), following the Initial Term, this Agreement shall be automatically renewed for consecutive twelve (12) month renewal periods, unless either Party notifies the other party thirty (30) days prior to the then current term that it does not wish to renew the Agreement for consecutive period(s) (each of the Initial Term and any other consecutive term thereafter, hereinafter "**Term**").
- 13.2. Either Party may terminate these Terms for any reason at any time by providing a thirty (30) days' prior written notice to the other Party.
- 13.3. Notwithstanding the above, Company may terminate or suspend the Agreement, at any time, if Company deems at its sole discretion that the Publisher has breached any provisions of the Agreement, has violated the Company's brand and safety policies, and/or has been engaged with a Fraudulent Activity, without derogating from any other remedies that may be available to Company under applicable law.
- 13.4. Upon any termination or expiration of these MTU, the Campaign shall be considered non-operational, and all licenses and rights provided herein shall be revoked. It is hereby clarified that any Ads displayed after termination or expiration of MTU shall not be compensated for.
- 13.5. In the event of any termination: (a) any outstanding amounts of Consideration will be paid to Publisher in accordance with Section 7 above; (b) any outstanding debit balance shall be paid by Publisher within 7 business days after such termination.

14. Miscellaneous

- 14.1. Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and neither Party has any authority of any kind to bind the other in any respect.
- 14.2. No Waiver. The failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. All waivers must be in writing. A waiver of any default hereunder or of any of the terms and conditions of these MTU shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 14.3. Intrinsic In-Game Ads. Publisher acknowledges and agrees that to the extent that it wishes to monetize its intrinsic in-game inventory, it will be bound by [Anzu's Intrinsic In-Game Publishers' T&Cs](#) ("**Intrinsic In-Game Publishers' T&Cs**") which shall be incorporated into this MTU by reference and shall govern any relationship that is relevant to the monetization of IIGA Ads, provided that the Payable Amounts under the MTU shall supersede and apply.
- 14.4. Communications. (a) All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight delivery service or by confirmed facsimile or email transmission or five (5) days after mailing, postage prepaid, by registered or certified mail, return receipt requested, to the known address, email address or fax or such other addresses as either Party shall specify in a written notice to the other; (b) Notwithstanding the foregoing, Company may provide Publisher with notices required hereunder by contacting Publisher at any email address Publisher provided, including in its registration information.
- 14.5. Force Majeure. Neither Party hereto shall be liable for any loss, damage, or penalty resulting from such Party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, labor strike, mechanical, electronic or communications failure or degradation.
- 14.6. Assignment. Publisher may not assign any of its rights or obligations under these MTU without the prior written consent of Company, except in the event of an assignment by Publisher to a purchaser of all or substantially all of the Publisher's assets or share capital, in which event the Publisher shall provide Company with written notice of the assignment. Assignment in violation of the foregoing shall be void.
- 14.7. Governing Law and Jurisdiction. The Agreement shall be exclusively interpreted according to the laws of the State of Israel without regard to or application of conflict of law rules or principles. Any action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Tel Aviv.