

PROGRAMMATIC.LY LIMITED

ADEYE TERMS AND CONDITIONS FOR WEBSITE PUBLISHERS

1. THE ADEYE PLATFORM

The AdEye platform is an online platform that enables website publishers to automate the buying and selling of their premium display inventory and access new demand, and that enables advertisers to select and purchase guaranteed inventory across hundreds of brand safe premium sites.

The AdEye platform is owned and operated by Programmatic.ly Limited ("**Programmatic.ly**"). Programmatic.ly is a company registered in England and Wales under registration number 09678618. Its registered office is at Dynamis House, 6-8 Sycamore Street, London, England, EC1Y 0SW.

2. ACCEPTANCE OF TERMS

By accessing, downloading or using the AdEye platform, you agree to comply with and be bound by the terms and conditions set out below ("**Terms**") which constitute a binding contract between you and Programmatic.ly. If you do not wish to be bound by the Terms, you should not access, download or use the AdEye platform.

3. KEY DEFINITIONS

In these Terms the following definitions shall apply:

"AdEye Account" means the account that you open with us, and that is maintained by Programmatic.ly, via the AdEye platform.

"Advertisement" means an advertisement created by or on behalf of an Advertiser.

"Advertiser", "you" or "your" means an advertiser that uses the AdEye platform to purchase Inventory.

"Content" means any and all advertisements, postings, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, or uploaded on the AdEye platform by a User from time to time.

"Designated Website" means the website or websites designated by a Publisher in relation to which Inventory is listed for sale from time to time on the AdEye platform.

"Inventory" means opportunities for Advertisers to place an Advertisement on a Designated Website.

"Inventory Fees" means the price payable by the Advertiser to the Publisher or Programmatic.ly (as the case may be) for the relevant item of Inventory, as notified through the AdEye platform.

"Programmatic.ly", "us", "we" and "our" means Programmatic.ly Limited, a company registered in England and Wales under registration number 09678618, whose registered office is at Dynamis House, 6-8 Sycamore Street, London, England, EC1Y 0SW.

"Publisher" means a website publisher who wishes to access and use the AdEye platform to list, sell and manage its Inventory.

"Service" means the service operated through the AdEye platform that brings together buyers and sellers of premium advertising inventory, and in particular enables website publishers to list, sell and manage their Inventory, and enables advertisers to search for and purchase Inventory, together with any other service provided by Programmatic.ly to Users from time to time.

"Unacceptable Content" means Content that, pursuant to paragraph 5 below, you agree not to upload, post, email, or otherwise make available on the AdEye platform or the Website.

“User” means anyone using the AdEye platform, the Website and/or making use of the Service.

"Website" means the website www.adeye.com (and all the pages, content and sub-domains contained in it) or such other website from which the AdEye platform may be accessed from time to time.

4. YOUR ADEYE ACCOUNT

You may use your AdEye Account to conduct transactions with other users. When you use your account in this way, you are authorising the transactions carried out through the AdEye platform. You must keep your account details up-to-date at all times.

By registering an account with us, you represent and warrant that you have the capacity to form legally binding contracts and that all information you submit is accurate.

Programmatic.ly may refuse to offer access to the AdEye platform or to the Services to any person or entity at Programmatic.ly's sole discretion including by changing its eligibility criteria at any time.

You may not sell or otherwise transfer your AdEye Account to another person or entity.

You are responsible for maintaining the confidentiality of your account including the security of your password and other account details. You agree not to provide your username or password to any other person or entity other than Programmatic.ly without our express written permission. If you become aware of any unauthorised use of your username or password or any other breach of security, you must notify us immediately. You are fully responsible for all liability and damage resulting from your failure to maintain password confidentiality and you agree that Programmatic.ly cannot and will not be held liable for any loss or damage arising from your failure to keep your password secure

5. USE OF THE ADEYE PLATFORM AND CONTENT

You agree to use the AdEye platform only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else's use and enjoyment of the platform.

You understand that all Content posted on, transmitted through, or uploaded on the AdEye platform are the sole responsibility of the person from whom such content originated, and Programmatic.ly does not control, and is not responsible for Content provided by any other person.

You are entirely responsible for all Content that you upload, post, email or otherwise make available via the Service.

You agree not to upload, post, email, or otherwise make available any Content:

- that is false or misleading;
- that infringes any intellectual property rights of, or a duty of confidentiality to, any other person;
- that advertises products or services the sale or supply of which is prohibited or restricted by applicable law;
- that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- that is libellous, abusive, threatening, vulgar, obscene, offensive, illegal or otherwise objectionable.

You acknowledge that Programmatic.ly does not pre-screen or approve Content, but that Programmatic.ly shall have the right (but not the obligation) in its sole discretion to refuse, delete, edit or move any Content that is available on the AdEye platform for violating the letter or spirit of these Terms or for any other reason.

6. INVENTORY AND ADVERTISEMENTS

When Programmatic.ly receives a request from you that you wish to purchase an item of Inventory from the Inventory listed on the AdEye platform, Programmatic.ly may (but is not obliged to) notify the relevant Publisher and arrange for the Advertisement to be available on the AdEye Platform for the relevant Publisher's approval. This notification will be taken to be an offer from you to purchase that item of Inventory from the relevant Publisher for the Inventory Fees in respect of that item of Inventory.

Where Publisher requires pre-payment for campaigns before setting them live, you will receive warning of this prior to sending a proposal to said Publisher. You agree, by continuing with the sending of the proposal, should the proposal be accepted at any stage, to process and ensure payment of campaign invoice in full (or in part if agreed with Publisher) prior to campaign being set live.

The relevant Publisher must either approve or decline the relevant Advertisement via the AdEye platform within three (3) business days of receiving notification from Programmatic.ly. If the relevant Publisher approves the Advertisement, it will be taken to have accepted your offer to purchase the relevant item of Inventory and Programmatic.ly will arrange for the display of the approved Advertisement on the relevant Designated Website via the AdEye platform.

Once the relevant Publisher approves an Advertisement (and consequently accepts your offer), you:

- acknowledge that a binding agreement will be formed between you and the Publisher for the purchase by you of the relevant item of Inventory for the Inventory Fees on the Publisher's then current terms of business;
- agree to process and ensure payment of campaign where pre-payment required;
- are obliged to complete the purchase by sending full payment of the Inventory Fees to Programmatic.ly (where pre-payment not required).

7. INTELLECTUAL PROPERTY RIGHTS

The AdEye platform is, and at all times shall remain, the property of Programmatic.ly. You acknowledge that as between you and Programmatic.ly, Programmatic.ly is the owner of all right, title and interest, both tangible and intangible, in and to the AdEye platform and all documentation and other materials associated therewith, including all patent, copyright, trade secret, trademark, and other intellectual property rights. Nothing in these Terms or your access to the AdEye platform amounts to a transfer of title or ownership to you of the whole or any part of any such intellectual property rights in and to the AdEye platform.

Programmatic.ly owns all the intellectual property rights relating to the Website, including the designs, text, database, graphics and layouts, and you agree not use or copy any part of them without our express permission in writing.

You agree not to download, reproduce, copy, resell or exploit for any commercial purposes, any aspect of the Service, or to use automated means to download data from the Service (including without limitation, spiders, robots, crawlers or data mining tools, but excepting standard internet search engines).

You are not permitted to decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Website.

The intellectual property rights in any Content that you upload to the AdEye platform are retained by the copyright owner, and Content is added to the AdEye platform by you at your own risk. In doing so you are giving irrevocable permission for us to store, display and use the Content as we see fit.

8. TERM AND TERMINATION

This agreement commences at the time the Advertiser creates its AdEye Account and will continue until this agreement is terminated in accordance with this paragraph 9.

Programmatic.ly may terminate this agreement (and the Advertiser's access to, and use of, the AdEye Platform) at any time and without cause by providing no less than thirty (30) days written notice of termination to the Advertiser.

Following termination of this agreement:

- you must cease to use the AdEye platform; and
- these Terms will, to the extent necessary, continue to apply in respect of any Advertisements that have been approved by you in accordance with paragraph 8.

9. TERMINATION OR SUSPENSION

You agree that Programmatic.ly, in its sole discretion, has the right to delete, suspend or deactivate your AdEye Account, or otherwise terminate or restrict your access to or use of the Services immediately and without notice for any reason, including, without limitation, if Programmatic.ly believes that you have acted inconsistently with the letter or spirit of the Terms.

You agree that neither Programmatic.ly nor its officers or employees shall be liable to you or any third-party for any termination or restriction of your access to the AdEye platform or the Services.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

The primary purpose of the Service is to help Advertisers find the right Inventory for their needs. It is the responsibility of the Advertiser to identify and select an appropriate item of Inventory, and to agree the fee arrangements and other terms of engagement with the Publisher. Programmatic.ly shall not be responsible for conducting any checks on Publishers.

You agree that the AdEye platform and the Services are provided on an "as is" or "as available" basis, and accordingly use of the AdEye platform and the Services is entirely at your own risk. Programmatic.ly expressly disclaim all other warranties, express or implied, written or oral, including but not limited to any warranty of merchantability, satisfactory quality, non-infringement or fitness for particular purpose, and any warranties arising by statute, operation of law, or course of dealing or performance.

Programmatic.ly takes reasonable care to ensure that the AdEye platform, the Website and its electronic communications are virus-free. However, Programmatic.ly disclaims any warranty that the AdEye platform and the Website are free of viruses or other harmful components.

To the extent permitted by law, Programmatic.ly excludes all liabilities for any loss or damage, however caused (including by the negligence of Programmatic) suffered by the Advertiser in connection with any error or defect in the AdEye platform, any delay or interruption to access and use of the AdEye platform (including as a result of internet or telecommunications delay or interruption) or the Advertiser's access to, or use of, the AdEye platform.

You agree that Programmatic.ly shall not be liable for any consequential, incidental, indirect, punitive or special damages arising out of this agreement or your access to or use of the AdEye platform or the Services, regardless of whether or not you have been advised of the possibility of such damages, or for any lost revenues, goodwill or profits, business interruption, procurement of substitute hardware, software or services, lost data, work stoppage, re-run time, inaccurate output, computer failure or malfunction, whether based in contract, tort (including negligence), strict liability, or otherwise.

Nothing in this agreement shall limit or exclude Programmatic.ly's liability for (i) death or personal injury caused by Programmatic.ly's negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability that cannot be limited or excluded by law.

11. INDEMNITY

You agree to indemnify and hold harmless Programmatic.ly, its officers, employees, agents and service providers from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, or your violation of any rights of any person or organisation.

This obligation to indemnify will survive the termination of this agreement.

12. INFORMATION

Although we make reasonable attempts to ensure that it is correct, Programmatic.ly cannot guarantee the accuracy of the information on the Website, and we are not liable for any problems or losses arising from errors in such information.

Programmatic.ly does not accept any responsibility for any loss which may arise from the reliance on information contained in the Website.

13. THIRD PARTY LINKS

The Website and Content may contain links to other websites which are independent of Programmatic.ly. Programmatic.ly makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any other site, and if you follow a link to another website you do so at your own risk.

14. COMPLIANCE WITH LAW

You acknowledge and agree that in opening an AdEye Account and participating in the Service, you are required to inform yourself of and comply with all applicable laws, regulations and guidelines (whether mandatory or not) and Programmatic.ly shall have no responsibility for reviewing or verifying your compliance.

15. DEALINGS BETWEEN USERS

Your interactions with organisations and/or individuals found on or through the Website, including responsibility for delivery of and payment for products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals. You agree that Programmatic.ly shall not be responsible or liable for any loss or damage of any sort arising from any such dealings.

In the event that you have a dispute with one or more other Users, you hereby release Programmatic.ly, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service (save to the extent caused by Programmatic.ly's own negligence or wilful default). Whilst Programmatic.ly may, at the request of an Advertiser or Publisher, investigate a complaint, you acknowledge and agree that Programmatic.ly is under no obligation to become involved in any dispute between Users.

16. LIMITATIONS ON SERVICE

You acknowledge that Programmatic.ly may establish limits concerning use of the Website, including but not limited to the maximum number of days that Content will be retained by the Website, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Website, and the frequency with which you may access the Website.

You agree that Programmatic.ly has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website. You also acknowledge that Programmatic.ly reserves the right at any time to modify or discontinue the Website (or any part of it) with or without notice.

Programmatic.ly shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any part of it, including for loss of profit or consequential loss or damage.

17. PRIVACY POLICY

Programmatic.ly has established a Privacy Policy which governs how Users' information is collected and used, and this policy is located in the Legal section of the website. Your use of the AdEye platform and/or the Services signifies your acknowledgement of, and agreement to, our Privacy Policy.

18. CHANGES TO TERMS

Programmatic.ly reserves the right to change or update these Terms from time to time. As a User of the AdEye platform, you are responsible for informing yourself of any updates of these Terms by visiting this section. Any significant changes in the Terms will be notified by an announcement on the Website and/or an email to active Users.

19. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and interpreted in accordance with English law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

If any provision of these Terms is held to be illegal or unenforceable such provision shall be severed and the remainder of these Terms shall remain in full force and effect, unless the business purpose of the contract between us is substantially frustrated as a result.