



## *Advertiser & Publisher Terms and Conditions*

### **Advertiser Terms and Conditions**

#### **Tadafuq LLC Advertising Program Terms & Conditions**

**Welcome to Tadafuq!** Thanks for your interest in our advertising services (the "**Services**")!

These Tadafuq LLC Advertising Program Terms ("**Terms**") are entered into by Tadafuq LLC ("**Tadafuq**") and the entity executing these Terms or that accepts these Terms electronically ("**Customer**"). These Terms govern Customer's participation in Tadafuq's advertising programs and services (i) that are accessible through the account(s) given to Customer in connection with these Terms or (ii) that incorporate by reference these Terms (collectively, "**Programs**"). **Please read these Terms carefully. They require the use of binding individual arbitration to resolve disputes rather than jury trials or class actions. If Customer wishes, Customer may opt out of the requirement to arbitrate disputes by following the instructions in Section 13(F) below within 30 days of the first acceptance date of any version of these Terms containing an arbitration provision.**

**1 Programs.** Customer authorizes Tadafuq and its affiliates to place Customer's advertising materials, feed data, and technology (collectively, "**Ads**" or "**Creative**") on any content or property (each a "**Property**") provided by Tadafuq or its affiliates on behalf of Tadafuq or, as applicable, a third party ("**Partner**"). Customer is solely responsible for all: (i) Ads, (ii) Ads trafficking or targeting decisions (e.g., keywords) ("**Targets**"), (iii) destinations to which Ads direct viewers (e.g., landing pages, mobile applications) along with the related URLs, waypoints, and redirects ("**Destinations**"), and (iv) services and products advertised on Destinations (collectively, "**Services**"). The Program is an advertising platform on which Customer authorizes Tadafuq and its affiliates to use automated tools to format Ads. Tadafuq and its affiliates may also make available to Customer certain optional Program features to assist Customer with the selection or generation of Targets, Ads, or Destinations. Customer is not required to authorize use of these optional features and, as applicable, may opt-in to or opt-out of usage of these features. However, if Customer uses these features, then Customer will be solely responsible for the Targets, Ads, and Destinations. Tadafuq and its affiliates or Partners may reject or remove a specific Target, Ad, or Destination at any time for any or no reason. Tadafuq and its affiliates may modify or cancel Programs at any time. Customer acknowledges that Tadafuq or its affiliates may participate in Program auctions in support of its own services and products. Some Program features are identified as "**Beta**" or as otherwise unsupported or confidential ("**Beta Features**"). Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

**2 Policies.** Customer is solely responsible for its use of the Programs (e.g., access to and use of Program accounts and safeguarding usernames and passwords) (“Use”). Program Use is subject to applicable Tadafuq policies available at [Tadafuq.com/ads/policies](https://Tadafuq.com/ads/policies), and all other policies made available by Tadafuq to Customer, including any applicable Partner policies, and to the extent applicable, the Tadafuq EU User Consent Policy at [privacy.Tadafuq.com/businesses/userconsentpolicy](https://privacy.Tadafuq.com/businesses/userconsentpolicy) (in each case, as modified from time to time, “Policies”). Customer also authorizes Tadafuq to modify Ads as described in Policies. In connection with the Program, Tadafuq will comply with the Tadafuq Privacy and Data Terms Policy (as modified from time to time). Tadafuq will not modify the Data Terms, except as expressly permitted under the Data Terms. Customer will not, and will not authorize any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions, (ii) conceal conversions for Programs where they are required to be disclosed, (iii) use any automated means or form of scraping or data extraction to access, query or otherwise collect Tadafuq advertising-related information from any Property except as expressly permitted by Tadafuq, or (iv) attempt to interfere with the functioning of the Programs. Customer will direct communications regarding Ads on Partner Properties under these Terms only to Tadafuq.

**3 Ad Serving.** (a) Customer will not provide Ads that contain or connect to malware, spyware, unwanted software or any other malicious code, or knowingly breach or circumvent any Program security measure. (b) Customer may utilize an Ad server solely for serving or tracking Ads under Programs that permit third-party Ad serving and only if the Ad server has been authorized by Tadafuq to participate in the Program. Tadafuq will implement Customer’s Ad server tags so that they are functional. (c) For online display Ad impressions billed on a CPM or vCPM basis (“Display Ads”), if Tadafuq’s applicable impression count (“IC”) for a Program is higher than Customer’s third-party Ad server (“3PAS”) IC by more than 10% over the invoice period, Customer will facilitate reconciliation efforts between Tadafuq and 3PAS. If this discrepancy is not resolved, Customer’s sole remedy is to make a claim within 60 days after the invoice date (“Claim Period”). If Tadafuq determines that the claim is valid, then Tadafuq will issue to Customer advertising credits equal to (90% of Tadafuq’s IC minus 3PAS’s IC), multiplied by Tadafuq’s reported campaign average CPM or vCPM, as applicable, over the invoice period. Any advertising credits issued must be used by Customer within 60 days of issuance (“Use-By Date”) and Tadafuq may suspend Customer’s permission to utilize that 3PAS provider and may suspend or void the effectiveness of the discrepancy resolution provisions of this Section for that 3PAS provider. Metrics from 3PAS whose Ad server tags are provided to Tadafuq will be used in the above discrepancy resolution calculations. Tadafuq may require that discrepancy records be provided directly by 3PAS to Tadafuq. Customer will not be credited for discrepancies caused by 3PAS’s inability to serve Ads.

**4 Testing.** Customer authorizes Tadafuq and its affiliates to periodically conduct tests that may affect Customer’s Use of Programs, including Ad formatting, Targets, Destinations, quality, ranking, performance, pricing, and auction-time bid adjustments. To ensure the timeliness and validity of test results, Customer authorizes Tadafuq to conduct such tests without notice or compensation to Customer.

**5 Ad Cancellation.** Unless a Policy, the Program user interface, or an agreement referencing these Terms (an Insertion Order or “IO”) provides otherwise, either party may cancel any Ad at

any time before the earlier of Ad auction or placement, but if Customer cancels an Ad after a commitment date provided by Tadafuq (e.g., a reservation-based campaign), then Customer is responsible for any cancellation fees communicated by Tadafuq to Customer, and the Ad may still be published. Cancelled Ads will generally cease serving within 8 business hours or as described in a Policy or IO, and Customer remains obligated to pay all charges resulting from served Ads (e.g., fees based on conversion). Customer must effect cancellation of Ads (i) online through Customer's account, if the functionality is available, (ii) if this functionality is not available, with notice to Tadafuq via email to Customer's account representative, or (iii) if this functionality is not available and Customer does not have an account representative, with notice to Tadafuq via email to admin@Tadafuq.com. Customer will not be relieved of any payment obligations for Ads not submitted or submitted by Customer after the due date provided by Tadafuq. Tadafuq will not be bound by a Customer provided IO.

**6 Warranty, Rights, and Obligations.** Customer warrants that (a) Customer holds, and hereby grants Tadafuq, its affiliates and Partners, the rights in Ads, Destinations, and Targets for Tadafuq, its affiliates and Partners to operate the Tadafuq Programs (including, in some cases, after Customer ceases to use the Programs (e.g. feed data)), and (b) all information and authorizations provided by Customer are complete, correct and current. Customer authorizes Tadafuq and its affiliates to automate retrieval and analysis of, and create test credentials to access, Destinations for the purposes of the Programs. By providing any mobile or other telephone number to Tadafuq in connection with the Programs, Customer authorizes Tadafuq, its affiliates and their agents to call and send text messages (for which standard message and data rates may apply) to the provided telephone numbers, including by an automatic telephone dialing system, for purposes of the Programs. However, Tadafuq will not rely on this permission to initiate autodialed calls or text messages for marketing purposes. Customer further authorizes Tadafuq, its affiliates and their agents to send electronic mail to Customer for purposes of the Programs. Customer warrants that it is authorized to act on behalf of, and has bound to these Terms, each third party, if any, for which Customer advertises in connection with these Terms (“**Advertiser**”) and any references to Customer in these Terms will also apply to Advertiser, as applicable. If for any reason Customer has not bound an Advertiser to these Terms, Customer will be liable for performing any obligation Advertiser would have had under these Terms had Advertiser been bound. If Customer is using a Program on its own behalf to advertise, for that use Customer will be deemed to be both Customer and Advertiser. Customer will provide Advertiser with reporting data no less than on a monthly basis, that discloses absolute dollars spent on Tadafuq and performance (at a minimum cost, clicks and impressions of users on the account of that Advertiser) in a reasonably prominent location and in accordance with the Policies. Tadafuq may, upon request of an Advertiser, share Advertiser-specific information with Advertiser.

**7 Make-Goods.** For reservation-based Display Ads, Tadafuq will deliver any agreed on aggregate number of Display Ads by the end of the campaign, but if Tadafuq fails to do so, then Customer's sole remedy is to make a claim during the Claim Period. If Tadafuq confirms the accuracy of the claim, then Tadafuq will not charge Customer for the undelivered Display Ads or, if Customer has already paid, at Tadafuq's reasonable discretion, Tadafuq will provide for (i) advertising credits, which must be used by the Use-By Date, (ii) placement of the Display Ads in a position Tadafuq deems comparable within 60 days of Tadafuq's confirmation of the accuracy

of the claim or (iii) an extension of the term of the campaign. Tadafuq cannot assure that any auction-based Ads will be delivered and therefore make-goods do not apply to auction-based Ads.

**8 Payment.** Customer will pay all charges incurred in connection with a Program, using a payment method approved by Tadafuq for that Customer (as modified from time to time), within a commercially reasonable time period specified by Tadafuq (e.g., in the Program user interface or IO). Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes and applicable regulatory operating or jurisdiction-specific fees or costs, as determined by Tadafuq, and Customer will pay all such taxes, fees, or costs. Customer will also pay all reasonable expenses and legal fees Tadafuq incurs in collecting late payments that are not disputed in good faith. Charges are based on the billing criteria under the applicable Program (e.g., based on clicks, impressions, or conversions). Any portion of a charge not disputed in good faith must be paid in full. Tadafuq will not be bound by any terms on a Customer online invoicing portal. No party may offset any payment due under these Terms against any other payment to be made under these Terms. Tadafuq may, in its sole discretion, extend, revise or revoke credit at any time. Tadafuq is not obligated to deliver any Ads in excess of any credit limit. If Tadafuq does not deliver Ads to the selected Targets or Destinations, then Customer's sole remedy is to make a claim for advertising credits within the Claim Period, after which Tadafuq will issue the credits following claim validation which must be used by the Use-By Date. Customer understands that third parties may generate impressions or clicks on Customer's Ads for prohibited or improper purposes and if that happens, Customer's sole remedy is to make a claim for advertising credits within the Claim Period, after which Tadafuq will issue the credits following claim validation, which must be used by the Use-By Date. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) CUSTOMER WAIVES ALL CLAIMS RELATING TO ANY PROGRAM CHARGES UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT TADAFUQ'S REASONABLE DISCRETION AND IF ISSUED, MUST BE USED BY THE USE-BY DATE.

**9 Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY LAW, TADAFUQ, ON BEHALF OF ITSELF AND ITS PARTNERS AND AFFILIATES, DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AS WELL AS ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND TADAFUQ AND PARTNER PROPERTIES ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS," AND CUSTOMER USES THEM AT ITS OWN RISK. TADAFUQ, ITS AFFILIATES, AND ITS PARTNERS DO NOT MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAMS OR PROGRAM RESULTS. TADAFUQ MAKES NO PROMISE TO INFORM CUSTOMER OF DEFECTS OR ERRORS.

**10 Limitation of Liability.** EXCEPT FOR SECTION 11 AND CUSTOMER'S BREACHES OF SECTIONS 3(A), 14(E) OR THE LAST SENTENCE OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM:

(a) TADAFUQ, CUSTOMER, AND THEIR RESPECTIVE AFFILIATES WILL NOT BE HELD LIABLE UNDER THESE TERMS OR ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH OTHER TYPES OF DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (b) OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS UNDER THESE TERMS, TADAFUQ, CUSTOMER, AND THEIR RESPECTIVE AFFILIATES WILL NOT BE HELD LIABLE FOR DAMAGES UNDER THESE TERMS OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THESE TERMS FOR ANY GIVEN EVENT OR SERIES OF CONNECTED EVENTS IN THE AGGREGATE OF MORE THAN THE AMOUNT PAYABLE TO TADAFUQ BY CUSTOMER UNDER THE TERMS IN THE THIRTY DAYS BEFORE THE DATE OF THE ACTIVITY FIRST GIVING RISE TO THE CLAIM.

**11 Indemnification.** Customer will defend and indemnify Tadafuq, its Partners, agents, affiliates, and licensors against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any third-party allegation or legal proceeding to the extent arising out of or related to Ads, Targets, Destinations, Services, Use or any breach of these Terms by Customer. Partners are intended third-party beneficiaries of this Section.

**12 Changes to Terms.** Tadafuq may make non-material changes to these Terms at any time without notice, but Tadafuq will provide advance notice of any material changes to these Terms. The Terms will be posted at [Tadafuq.com/ads/terms](http://Tadafuq.com/ads/terms). Other than changes made under Section 13(G), the changes to the Terms will not apply retroactively and will become effective 7 days after posting. However, changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time with notice to the other party, but (i) campaigns not cancelled under Section 5 and new campaigns may be run and reserved and (ii) continued Program Use is, in each case, subject to Tadafuq's terms and conditions then in effect for the Programs (available at [ksa.tadafuq.com/adserver/www/admin/Terms\\_and\\_Conditions.pdf](http://ksa.tadafuq.com/adserver/www/admin/Terms_and_Conditions.pdf)). Tadafuq may suspend Customer's ability to participate in the Programs at any time. In all cases, the running of any Customer campaigns after termination is in Tadafuq's sole discretion.

### **13 Dispute Resolution Agreement.**

**A. Arbitration of disputes.** Tadafuq, Customer, and Advertiser agree to arbitrate all disputes and claims between Tadafuq and Customer or between Tadafuq and Advertiser that arise out of or relate in any way to the Programs or these Terms. This agreement to arbitrate ("**Dispute Resolution Agreement**" or "**Section 13**") is intended to be broadly interpreted and includes, for example:

1. claims brought under any legal theory;
2. claims that arose before Customer or Advertiser first accepted any version of these Terms containing an arbitration provision;
3. claims that may arise after the termination of Customer's or Advertiser's Use of the Programs;

4. claims brought by or against Tadafuq, Tadafuq affiliates that provide the Programs to Customer or Advertiser, Tadafuq parent companies, and the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities; and
5. claims brought by or against Customer or Advertiser, the respective affiliates and parent companies of Customer or Advertiser, and the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities.

This Dispute Resolution Agreement does not preclude any party from seeking an individualized preliminary injunction or temporary restraining order until a claim is arbitrated, or from bringing an individualized action in small claims court, in any court that has jurisdiction; provided that, as limited by Section 13(C) below, the arbitrator will have exclusive jurisdiction to finally resolve claims not within the jurisdiction of a small claims court. Nor does this Dispute Resolution Agreement bar any party from bringing issues to the attention of federal, state, or local agencies.

Tadafuq, Customer, and Advertiser agree that, by entering into this arbitration agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. The Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Agreement. With respect to all disputes or claims that arise out of or relate in any way to the Programs or these Terms, this Dispute Resolution Agreement supersedes any contrary terms regarding dispute resolution in any other agreement between the parties.

**B. Notice of disputes.** If any party intends to seek arbitration of a dispute, that party must provide the other party with notice in writing (“**Notice of Dispute**”). This Notice of Dispute to Tadafuq must be sent to the following address (“**Tadafuq’s Notice Address**”):

Tadafuq LLC

Legal Department - Tadafuq Ads Arbitration

3574 Wadi Al Muaydin -Al Nakheel Dist.

Number A-1B

Riyadh, Saudi Arabia 12382

Tadafuq will send notice to Customer or Advertiser at the e-mail and mailing addresses associated with Customer’s account. Customer and Advertiser each agree to receive notice at those addresses. In addition, Customer agrees to notify Advertiser promptly of any such notice. Customer’s or Advertiser’s Notice of Dispute to Tadafuq must provide, as applicable, (a) Customer’s or Advertiser’s name and mailing address, (b) the email address Customer or Advertiser uses to log into Customer’s account, (c) the Tadafuq Ads Customer ID(s), (d) the Case Number(s) assigned by Tadafuq to track previous attempts to resolve the dispute, (e) a description of the dispute, including identification of the relevant campaigns and/or AdGroups, and (f) a statement of the relief requested. If the parties are unable or unwilling to resolve the dispute within 60 days after the Notice of Dispute is submitted, the dispute will be resolved by arbitration upon one party sending the other party or parties and the American Arbitration

Association (“AAA”) a demand for arbitration. No arbitration demand may be submitted until at least 60 days after submission of the Notice of Dispute. Unless the parties agree otherwise, Customer’s or Advertiser’s demand for arbitration must be sent to Tadafuq’s Notice Address and entitled “Demand for Arbitration.” Tadafuq will send demands for arbitration to Customer or Advertiser at the e-mail and mailing addresses associated with Customer’s account.

**C. Arbitration procedures.** The arbitration will be governed by the AAA’s Commercial Arbitration Rules (“AAA Rules”), as modified by these Terms, and will be administered by the AAA. Unless the parties agree otherwise, the Expedited Procedures of the AAA Rules will apply to any claim of \$75,000 or less. The AAA Rules are available online at [adr.org](http://adr.org). If the AAA is unavailable, the parties will agree to another arbitration provider or the court will appoint a substitute. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration will be maintained as confidential in the absence of good cause for its disclosure. The arbitrator’s award will be maintained as confidential only to the extent necessary to protect either party’s trade secrets or proprietary business information or to comply with a legal requirement mandating confidentiality.

Unless the parties agree otherwise, any arbitration hearings will take place in the county (or parish) of Customer’s principal place of business (or, if the arbitration is commenced by Advertiser, the county (or parish) of Advertiser’s principal place of business). If the value of Customer’s or Advertiser’s claim is \$25,000 or less, Customer or Advertiser may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of Customer’s or Advertiser’s claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision is based. All issues are for the arbitrator to decide, except that only a court of competent jurisdiction may decide issues relating to the scope and enforceability of this arbitration provision, the arbitrability of disputes, or the interpretation of Section 13(E). Arbitration rulings will not have preclusive effect in any proceedings involving different Customers or Advertisers in any forum. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

**D. Costs of arbitration.** The AAA’s fee schedule is subject to change and may be found in the AAA Rules (available online at [adr.org](http://adr.org) or by calling the AAA at +1-800-778-7879). Tadafuq will pay all AAA filing, administrative, and arbitrator fees for any arbitration that Tadafuq commences. If Customer or Advertiser commenced arbitration at least 60 days after submitting the Notice of Dispute to Tadafuq, and the value of Customer’s or Advertiser’s claim is \$75,000 or less, Tadafuq will pay Customer’s or Advertiser’s share of any such AAA fees. If the value of Customer’s or Advertiser’s claim is between \$75,000 and \$300,000, Customer’s or Advertiser’s share of any such fees will be capped at \$200 (unless the law of Customer’s or Advertiser’s state requires Tadafuq to pay all such fees). If the value of Customer’s or Advertiser’s claim exceeds \$300,000, the allocation of AAA fees will be governed by the AAA Rules. But the arbitrator may reallocate the fees to require Tadafuq to pay all fees if Customer or Advertiser cannot afford to pay them. If, however, the arbitrator finds that either the substance of Customer’s or Advertiser’s claim or the relief sought is frivolous or brought for an improper purpose (as

measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees will be governed by the AAA Rules. In such cases, the arbitrator may direct Customer or Advertiser to reimburse Tadafuq for amounts that Tadafuq paid on Customer's or Advertiser's behalf.

**E. No class or representative arbitration.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim without affecting other Tadafuq users or other customers or advertisers. CUSTOMER, ADVERTISER, AND TADAFUQ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Upon motion of one or more affected parties, and after providing all other affected parties an opportunity to be heard, the arbitrator may, in its discretion, consolidate more than one Advertiser's or Customer's claims to promote efficiency in discovery and to avoid inconsistent legal rulings. For the avoidance of doubt, any consolidation under the preceding sentence will be limited only to currently-pending arbitrations initiated under this agreement, and the arbitrator may not preside over any form of a representative or class proceeding. All parties will retain the right to request an individualized hearing. If a court decides that applicable law precludes enforcement of any of these prohibitions or limitations on (a) non-individualized relief, (b) class, representative, and private attorney general claims, or (c) consolidation with respect to a particular claim or a particular request for relief (such as injunctive relief), and if all appeals challenging the court's decision are denied, then the parties agree that such a claim or request for relief will be decided by a court after all other claims and requests for relief are arbitrated.

**F. 30-day opt out period.** Customer (both for itself and for any Advertiser that Customer represents) and Advertiser have the right to opt out of this Dispute Resolution Agreement. A Customer or Advertiser who does not wish to be bound by this Dispute Resolution Agreement (including its waiver of class and representative claims) must notify Tadafuq as set forth below within 30 days of the first acceptance date of any version of these Terms containing an arbitration provision (unless a longer period is required by applicable law). Customer's or Advertiser's notice to Tadafuq under this subsection must be submitted via email to admin@tadafuq.com. An opt-out notice does not revoke or otherwise affect any previous arbitration agreement between Customer and Tadafuq or between Advertiser and Tadafuq.

**G. Future changes to Dispute Resolution Agreement.** If Tadafuq makes any changes to this Dispute Resolution Agreement (other than a change to Tadafuq's Notice Address), Customer or Advertiser may reject any such change by notifying Tadafuq via the process set forth in Section 13(B) within 30 days of the change. It is not necessary to submit a rejection of the future change to this Dispute Resolution Agreement if Customer or Advertiser had properly opted out of arbitration in compliance with the requirements of Section 13(F). By rejecting a future change, Customer or Advertiser is agreeing that it will arbitrate any dispute in accordance with the language of this Dispute Resolution Agreement, as modified by any changes that Customer or Advertiser did not reject.



**14 Miscellaneous.** (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS WILL BE GOVERNED BY DELAWARE LAW, EXCLUDING DELAWARE'S CONFLICT OF LAWS RULES, EXCEPT TO THE EXTENT THAT DELAWARE LAW IS CONTRARY TO OR PREEMPTED BY FEDERAL LAW. (b) EXCEPT AS PROVIDED IN SECTION 13, ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF DELAWARE; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THESE COURTS. (c) Customer will not seek an injunction based on patent infringement in connection with the Programs in any proceeding filed while these Terms are in effect, and for one year after any termination of these Terms. (d) These Terms are the parties' entire agreement relating to their subject matter and supersede all other agreements between the parties relating to its subject matter. (e) Customer may not make any public statement regarding the relationship contemplated by these Terms (except when required by law). (f) Except as provided in Section 13, all notices of termination or breach must be in writing and addressed to the other party's Legal Department (or if it is not known if the other party has a Legal Department then to the other party's primary contact or other address on file). Emails are written notices. The email address for notices being sent to Tadafuq's Legal Department is admin@Tadafuq.com. Except as provided in Section 13, all other notices to Customer will be in writing and sent to an email address associated with Customer's account. Except as provided in Section 13, all other notices to Tadafuq will be in writing and addressed to Customer's primary contact at Tadafuq or other method made available by Tadafuq. Notice will be treated as given on receipt, as confirmed by written or electronic means. These notice requirements do not apply to legal service of process, which is instead governed by applicable law, nor do they apply to Section 13. (g) Except for modifications to these Terms by Tadafuq under Section 12, any amendment must be agreed to by both parties and must expressly state that it is amending these Terms. Neither party will be treated as having waived any rights by not exercising (or by delaying the exercise of) any rights under these Terms. Except as provided in Section 13(E), if any provision of these Terms is found unenforceable, that provision will be severed and the balance of the Terms will remain in full force and effect. (h) Neither party may assign any of its rights or obligations under these Terms without the written consent of the other party, except to an affiliate but only where (I) the assignee agrees in writing to be bound by these Terms, (II) the assigning party remains liable for obligations under these Terms if the assignee defaults on them, and (III) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. (i) Except as provided in Sections 11 and 13, there are no third-party beneficiaries to these Terms. (j) These Terms do not create any agency, partnership, joint venture, or employment relationship among the parties. (k) Sections 1 (last sentence only) and 8 through 14 will survive termination of these Terms. (l) Except for payment obligations, no party or its affiliates are liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

April 21, 2022

# Publisher Terms and Conditions

## Tadafuq LLC Publisher Program Terms & Conditions

**Welcome to Tadafuq!** Thanks for your interest in our advertising services (the "**Services**")!

**1 Terms of Service.** By using our Services, you agree to these Terms of Service (collectively, the "**Tadafuq Terms**"). If ever in conflict, these Terms of Service will take precedence over any other terms in the policies and guidelines enumerated in other Tadafuq Terms. Please read these Terms of Service and the rest of the Tadafuq Terms carefully.

As used in these Terms of Service, "you" or "publisher" means the individual or entity using the Services (and/or any individual, agent, employee, representative, network, parent, subsidiary, affiliate, successor, related entities, assigns, or all other individuals or entities acting on your behalf, at your direction, under your control, or under the direction or control of the same individual or entity who controls you). "We," "us" or "Tadafuq" means Tadafuq LLC, and the "parties" means you and Tadafuq.

**2 Access to the Services; Tadafuq Accounts.** Your use of the Services is subject to your creation and our approval of an Tadafuq Account (an "**Account**"). We have the right to refuse or limit your access to the Services. In order to verify your Account, from time-to-time we may ask for additional information from you, including, but not limited to, verification of your name, address, and other identifying information. By submitting an application to use the Services, if you are an individual, you represent that you are at least 18 years of age. You may only have one Account. If you (including those under your direction or control) create multiple Accounts, you will not be entitled to further payment from Tadafuq, and your Accounts will be subject to termination, pursuant to the provisions below.

By enrolling in Tadafuq, you permit Tadafuq to serve, as applicable, (i) advertisements and other content ("**Ads**"), (ii) Tadafuq owned inventory, and (iii) related links to your websites, mobile applications, media players, mobile content, and/or other properties approved by Tadafuq (each individually a "**Property**"). In addition, you grant Tadafuq the right to access, index and cache the Properties, or any portion thereof, including by automated means. Tadafuq may refuse to provide the Services to any Property.

Any Property that is a software application and accesses our Services (a) may require preapproval by Tadafuq in writing, and (b) must comply with Tadafuq's with the Tadafuq Privacy and Data Terms Policy (as modified from time to time).

**3 Using our Services.** You may use our Services only as permitted by the Tadafuq Terms and any applicable laws. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide.

Our Services are business tools. You must only use our Services exclusively for purposes relating to your trade, business, craft or profession.

You may discontinue your use of any Service at any time by removing the relevant code from your Properties.

**4 Changes to our Services; Changes to the Tadafuq Terms.** We are constantly changing and improving our Services. We may add or remove functionalities or features of the Services at any time, and we may suspend or stop a Service altogether.

We may modify the Tadafuq Terms at any time. We'll post any modifications to the Terms of Service on this page and any modifications to the Tadafuq Policies or the Tadafuq Branding Guidelines on their respective pages. Changes will generally become effective 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don't agree to any modified terms in the Tadafuq Terms, you'll have to stop using the affected Services.

**5 Payment.** Subject to this Section and Section 6 of these Terms of Service, you will receive a payment related to the number of valid clicks on Ads displayed on your Properties, the number of valid impressions of Ads displayed on your Properties, or other valid events performed in connection with the display of Ads on your Properties, only if and when Tadafuq determines that your Properties have remained in compliance with the Tadafuq Terms (including all Tadafuq Policies as identified in Section 1 above) for the entirety of the period for which payment is made and through to the date that the payment is issued.

If your Account is in good standing through to the time when Tadafuq issues you a payment, we will pay you by the end of the calendar month following any calendar month in which the balance reflected in your Account equals or exceeds the applicable Payment Threshold. If Tadafuq is investigating your compliance with the Tadafuq Terms or you have been suspended or terminated, your payment may be delayed or withheld. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information in your Account.

If you implement custom Services, our payments may be offset by any applicable fees for such Services. In addition, Tadafuq may (a) withhold and offset any payments owed to you under the Tadafuq Terms against any fees you owe us under the Tadafuq Terms or any other agreement, or (b) require you to refund us within 30 days of any invoice any amounts we may have overpaid to you in prior periods. You are responsible for any charges assessed by your bank or payment provider.

Unless expressly authorized in writing by Tadafuq, you may not enter into any type of arrangement with a third party where that third party receives payments made to you under the Tadafuq Terms or other financial benefit in relation to the Services.

Payments will be calculated solely based on Tadafuq's accounting. You acknowledge and agree that you are only entitled to payment for your use of the Services for which Tadafuq has been paid; if, for any reason, Tadafuq does not receive payment from an advertiser or credits such payment back to an advertiser, you are not entitled to be paid for any associated use of the

Services. Additionally, if an advertiser whose Ads are displayed on any Property defaults on payment to Tadafuq, we may withhold payment or charge back your Account.

Tadafuq has the right to withhold or adjust payments to you to exclude any amounts Tadafuq determines arise from invalid activity. Invalid activity includes, but is not limited to, (i) spam, invalid clicks, invalid impressions, invalid queries, invalid conversions, or other invalid events on Ads generated by any person, bot, automated program or similar device, including through any clicks, impressions, queries, conversions, or other events originating from your IP addresses or computers under your control; (ii) clicks, impressions, queries, conversions, or other events solicited or generated by payment of money, false representation, or requests for end users to click on Ads or take other actions; (iii) Ads served to end users whose browsers have JavaScript disabled or who are otherwise tampering with ad serving or measurement; (iv) any click, impression, query, conversion, or other event occurring on a Property that does not comply with the Tadafuq Policies; (v) any click, impression, query, conversion, or other event occurring on a Property associated with another Tadafuq Account you use; and (vi) all clicks, impressions, queries, conversions, or other events in any Account with significant amounts of invalid activity, as described in (i-v) above or with the types of invalid activity indicating intentional misconduct. In the event Tadafuq detects invalid activity, either before or after issuing a payment for that activity, Tadafuq reserves the right to debit your Account, and adjust future payments accordingly, for all invalid clicks, impressions, queries, conversions, or other events including for all clicks, impressions, queries, conversions, or other events on Properties that do not comply with the Tadafuq Policies.

Additionally, Tadafuq may refund or credit advertisers for some or all of the advertiser payments associated with a publisher's Account. You acknowledge and agree that, whenever Tadafuq issues such refunds or credits, you will not be entitled to receive any payment for any associated use of the Services.

**6 Termination, Suspension, and Entitlement to Further Payment.** Tadafuq may at any time, without providing a warning or prior notice, temporarily suspend further payments on your Account, suspend or terminate the participation of any Property in the Services, or suspend or terminate your Account because of, among other reasons, invalid activity or your failure to otherwise fully comply with the Tadafuq Policies. Tadafuq can terminate your participation in the Services, and close your Account, if your Account remains inactive for a period of 6 or more consecutive months. If Tadafuq closes your Account due to inactivity, and the balance reflected in your Account equals or exceeds the applicable threshold, we will pay you that balance, subject to our payment provisions in Section 5. If Tadafuq closes your Account due to inactivity, you will not be prevented from submitting a new application to use the Services.

If Tadafuq terminates your Account due to your breach of the Tadafuq Terms, including, but not limited to, your causing or failing to prevent invalid activity on any Property, or your failure to otherwise fully comply with the Tadafuq Policies, you will not be entitled to any further payment from Tadafuq for any prior use of the Services. If you breach the Tadafuq Terms or Tadafuq suspends or terminates your Account, you (i) are prohibited from creating a new Account, and (ii) may not be permitted to monetize content on other Tadafuq products.

If you dispute any payment made or withheld relating to your use of the Services, or, if Tadafuq terminates your Account and you dispute your termination, you must notify Tadafuq within 30 days of any such payment, non-payment, or termination by submitting an appeal. If you do not, any claim related to the disputed payment or your termination is waived.

You may terminate your use of the Services at any time by removing your inventory from Tadafuq systems and contacting [admin@tadafuq.com](mailto:admin@tadafuq.com) with a request for account termination. Your Tadafuq Account will be considered terminated within 10 business days of Tadafuq's receipt of your notice. If you terminate your Account and the balance reflected in your Account equals or exceeds the applicable threshold, we will pay you that balance, subject to the payment provisions in Section 5, within approximately 90 days after the end of the calendar month in which you terminated your use of the Services. Any balance reflected in your Account below the applicable threshold will remain unpaid.

**7 Taxes.** As between you and Tadafuq, Tadafuq is responsible for all taxes (if any) associated with the transactions between Tadafuq and advertisers in connection with Ads displayed on the Properties. You are responsible for all taxes (if any) associated with the Services, other than taxes based on Tadafuq's net income. All payments to you from Tadafuq in relation to the Services will be treated as inclusive of tax (if applicable) and will not be adjusted.

**8 Testing** You authorize Tadafuq to periodically conduct tests that may affect your use of the Services. To ensure the timeliness and validity of test results, you authorize Tadafuq to conduct such tests without notice.

**9 Intellectual Property; Brand Features.** Other than as set out expressly in the Agreement, neither party will acquire any right, title, or interest in any intellectual property rights belonging to the other party or to the other party's licensors.

If Tadafuq provides you with software in connection with the Services, we grant you a non-exclusive, non-sublicensable license for use of such software. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Tadafuq, in the manner permitted by the Agreement. Other than distributing content via provided SDKs, you may not copy, modify, distribute, sell, or lease any part of our Services or included software, or reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. You will not remove, obscure, or alter Tadafuq's copyright notice, Brand Features, or other proprietary rights notices affixed to or contained within any Tadafuq services, software, or documentation.

We grant you a non-exclusive, non-sublicensable license to use Tadafuq's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("**Brand Features**") solely in connection with your use of the Services and in accordance with the Tadafuq Terms. We may revoke this license at any time. Any goodwill arising from your use of Tadafuq's Brand Features will belong to Tadafuq.

We may include your name and Brand Features in our presentations, marketing materials, customer lists and financial reports.

**10 Privacy.** Our Tadafuq Privacy and Data Terms Policy (as modified from time to time), explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Tadafuq can use such data in accordance with our privacy policy.

You will ensure that at all times you use the Services, the Properties have a clearly labeled and easily accessible privacy policy that provides end users with clear and comprehensive information about cookies, device-specific information, location information and other information stored on, accessed on, or collected from end users' devices in connection with the Services, including, as applicable, information about end users' options for cookie management. You will use commercially reasonable efforts to ensure that an end user gives consent to the storing and accessing of cookies, device-specific information, location information, or other information on the end user's device in connection with the Services where such consent is required by law.

**11 Confidentiality.** You agree not to disclose Tadafuq Confidential Information without our prior written consent. "**Tadafuq Confidential Information**" includes: (a) all Tadafuq software, technology and documentation relating to the Services; (b) click-through rates or other statistics relating to Property performance as pertaining to the Services; (c) the existence of, information about, or the terms of, any non-public beta or experimental features in a Service; and (d) any other information made available by Tadafuq that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. Tadafuq Confidential Information does not include information that you already knew prior to your use of the Services, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party. Notwithstanding this Section 11, you may accurately disclose the amount of Tadafuq's gross payments resulting from your use of the Services.

**12 Indemnity.** You agree to indemnify and defend Tadafuq, its affiliates, agents, and advertisers from and against any and all third-party claims and liabilities arising out of or related to the Properties, including any content served on the Properties that is not provided by Tadafuq; your use of the Services; or your breach of any term of the Tadafuq Terms. Tadafuq's advertisers are third-party beneficiaries of this indemnity.

**13 Representations; Warranties; Disclaimer.** You represent and warrant that (i) you have full power and authority to enter into the Tadafuq Terms; (ii) you are the owner of, or are legally authorized to act on behalf of the owner of, each Property; (iii) you are the technical and editorial decision maker in relation to each Property on which the Services are implemented and you have control over the way in which the Services are implemented on each Property; (iv) Tadafuq has never previously terminated or otherwise disabled an Tadafuq Account created by you due to your breach of the Tadafuq Terms, including due to invalid activity; (v) entering into or performing under the Tadafuq Terms will not violate any agreement you have with a third party or any third-party rights; and (vi) all of the information provided by you to Tadafuq is correct and current.

OTHER THAN AS EXPRESSLY SET OUT IN THE TADAFUQ TERMS, WE DO NOT MAKE ANY PROMISES ABOUT THE SERVICES. FOR EXAMPLE, TADAFUQ MAY

REFUSE TO SERVE, AS APPLICABLE, (i) ADVERTISEMENTS AND OTHER CONTENT ("ADS"), (ii) TADAFUQ OWNED INVENTORY, AND (iii) RELATED LINKS TO YOUR PROPERTIES. WE DO NOT GUARANTEE THAT EVERY PAGE WILL RECEIVE ADS OR THAT TADAFUQ WILL SERVE A CERTAIN NUMBER OF ADS. ADDITIONALLY, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR PROFITABILITY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE EACH SERVICE "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. WE EXPRESSLY DISCLAIM THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

**14 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY OBLIGATIONS, AND/OR PROPRIETARY INTERESTS RELATING TO THE TADAFUQ TERMS, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THE TADAFUQ TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) EACH PARTY'S AGGREGATE LIABILITY UNDER THE TADAFUQ TERMS IS LIMITED TO THE NET AMOUNT RECEIVED AND RETAINED BY THAT PARTICULAR PARTY IN CONNECTION WITH THESE TADAFUQ TERMS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into the Tadafuq Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

**15 Miscellaneous Entire Agreement; Amendments.** The Tadafuq Terms are our entire agreement relating to your use of the Services and supersede any prior or contemporaneous agreements on that subject. The Tadafuq Terms may be amended (i) in a writing signed by both parties that expressly states that it is amending the Tadafuq Terms, or (ii) as set forth in Section 4, if you keep using the Services after Tadafuq modifies the Tadafuq Terms.

**Assignment.** You may not assign or transfer any of your rights under the Tadafuq Terms.

**Independent Contractors.** The parties are independent contractors and the Tadafuq Terms do not create an agency, partnership, or joint venture.

**No Third-Party Beneficiaries.** Other than as set forth in Section 12, the Tadafuq Terms do not create any third-party beneficiary rights.

**No Waiver.** Other than as set forth in Section 6, the failure of either party to enforce any provision of the Tadafuq Terms will not constitute a waiver.

**Severability.** If it turns out that a particular term of the Tadafuq Terms is not enforceable, the balance of the Tadafuq Terms will remain in full force and effect.

**Survival.** Sections 5, 6, 8, 12, 14, and 15 of these Terms of Service will survive termination.

**Governing Law; Venue.** All claims arising out of or relating to the Tadafuq Terms or the Services will be governed by Delaware law, excluding Delaware's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Delaware, USA, and you and Tadafuq consent to personal jurisdiction in those courts.

**Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

**Communications.** In connection with your use of the Services, we may contact you regarding service announcements, administrative messages, and other information. You may opt out of some of those communications in your Account settings. For information about how to contact Tadafuq, please visit [ksa.tadafuq.com](http://ksa.tadafuq.com).

April 21, 2022