



## TERMS AND CONDITIONS TO DISTRIBUTING CONTENT ON THE TABOOLA NETWORK

Pursuant to these Terms and Conditions to Distributing Content on the Taboola Network (the "Terms"): (a) Taboola shall distribute Advertiser's content (e.g., Advertiser's landing page URLs, headlines, thumbnail images, or videos) (the "Advertiser Content") via Taboola's content recommendation distribution software or code (the "Widget") on third party websites with which Taboola or its affiliates have a relationship (the "Taboola Publisher Websites") in order to generate Impressions (as defined below) or drive traffic to Advertiser's designated landing page URLs (the "Service"), and (b) Advertiser shall compensate Taboola for the Service pursuant to the parameters agreed to by the parties. These Terms shall govern the relationship between Advertiser and Taboola for any orders to run Advertiser Content on the Taboola Publisher Websites (each a "Campaign") as authorized by Advertiser, whether such authorization is granted via the attached insertion order (the "Insertion Order"), additional insertion orders, email, Taboola's "Backstage" analytics platform ("Taboola Backstage"), or otherwise, and they represent the parties' common understanding for doing business (the "Agreement"). All references to "Agency" herein shall only be applicable to the extent that Advertiser is acting through an agent and all references to Advertiser shall include Agency, if applicable. All capitalized terms not otherwise defined herein are defined in the Insertion Order into which these Terms are incorporated by reference.

### 1. Grant of Rights:

- a. Advertiser grants Taboola a limited, revocable, non-exclusive, royalty-free right and license to (i) access, index, host, compress (if applicable) and otherwise use the Advertiser Content and Campaign details (e.g., Advertiser Content description, Advertiser's landing page URLs, budget per Campaign period (the "Campaign Budget") Campaign dates, Campaign key performance indicators, pricing information, and targeting and tracking information) (the "Campaign Details") to recommend Advertiser Content on Taboola Publisher Websites until such time that the amount due to Taboola for the distribution of such Campaign reaches the Campaign Budget set forth by Advertiser in any insertion order or in Taboola Backstage and (ii) use Advertiser Content, Advertiser's name, logo, trademarks, and any other proprietary content provided by Advertiser (x) in connection with the recommendation of Advertiser Content and (y) for Taboola's own marketing purposes in referring to Advertiser as a client, and such use shall be subject to Advertiser's standard trademark and content usage guidelines and quality review, if any, as provided to Taboola. Advertiser further grants Taboola the right to (iii) write a case study regarding Advertiser's use of the Service, and (iv) share Campaign Performance Data (as defined below) captured by Taboola's tracking logs with the owners or operators of Taboola's Publisher Websites in connection with Advertiser's Campaigns that specifically appear on such Taboola Publisher Websites and for the sole purpose of measuring Campaign performance on such Taboola Publisher Websites.
- b. Taboola grants Advertiser the right to access Taboola Backstage solely for purposes of managing Advertiser's Campaigns and reviewing the analytics associated with Advertiser's Campaigns. Advertiser understands and agrees that Advertiser is solely responsible for its own actions in Taboola Backstage, if Advertiser chooses to use Taboola's Campaign Management feature, and Advertiser will keep its account passwords and login information confidential, and it will be responsible for all activity and payments owed under its account. Taboola will not review Advertiser's activity and Taboola is not responsible or liable for (and will not grant any credits for) any mistakes made by Advertiser in the managing of its own Campaign. Advertiser acknowledges that any analytics provided in Taboola Backstage are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month in which a Campaign has run (each a "Campaign Month").
- c. Except as otherwise specifically set forth herein, the grant of the foregoing licenses does not confer on either party any other proprietary rights, titles, and interests relating to patents, copyrights, trademarks, trade dresses, trade secrets, algorithms, know-how, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including, without limitation, all applications and registrations therefore and all rights to apply for any of the foregoing (the "Intellectual Property Rights").

2. **Advertiser's Content:** Taboola reserves the right to (i) reject or remove any Advertiser Content, (ii) pause any Campaign, (iii) restrict Advertiser's access to Taboola Backstage, or (iv) cap Advertiser's Campaign Budget in any given Campaign Month, if Taboola determines, in its sole discretion, that Advertiser, Advertiser's Content, or the content on Advertiser's landing page does not comply with Taboola's [Advertiser Content Guidelines](#), with

any applicable law, regulation, or other judicial or administrative order, or may bring disparagement, ridicule, pecuniary loss, or reputational harm upon Taboola. Upon receipt of written notice from Advertiser, Taboola agrees to use commercially reasonable efforts to ensure that Advertiser Content is not recommended on any specified Taboola Publisher Website that Advertiser deems objectionable.

### 3. Campaign Details:

- a. **Payment Models:** Pursuant to a signed insertion order, the parties will agree to one of the following payment models for each Campaign, except that only video Advertiser Content will be eligible to be paid on a CPM, vCPM, or CPCV model (each as hereinafter defined): (i) *Cost per Click ("CPC")*: Advertiser pays Taboola each time a visitor to a Taboola Publisher Website (a "Visitor") clicks on Advertiser Content. A click will be counted each time a Visitor clicks on Advertiser Content as measured and reported in Taboola's tracking logs (the "Click"), which are available to Advertiser anytime on Taboola Backstage; (ii) *Cost per Thousand Impressions ("CPM")*: Advertiser pays Taboola for each Advertiser Content impression and, in the case of video Advertiser Content, once a video ad has started to play (i.e., the first frame). An impression will be counted each time Advertiser Content is displayed on a Taboola Publisher Website (the "Impression"); (iii) *Cost per Thousand Viewable Impressions ("vCPM")*: Advertiser pays Taboola only for viewable Impressions and, in the case of video Advertiser Content, a video ad is deemed viewable when at least fifty percent (50%) of its pixels appear on-screen for at least two (2) consecutive seconds; (iv) *Costs per Completed View ("CPCV")*: Advertiser pays Taboola only for Advertiser Content that is completed and, in the case of video Advertiser Content, a video ad will be deemed completed when the Visitor has viewed the entire video. Taboola, in its sole discretion, may require a prepayment of the Campaign Budget for any Campaign Month (the "Campaign Prepayment") from Advertiser before distributing the Advertiser's Content until such time as Advertiser has established a credit history with Taboola.
- b. **Video Bandwidth Fees:** For Impressions of any video Advertiser Content that is 6MB or larger, invoices shall reflect a "Video Bandwidth Fee", at a rate equal to five cents per gigabyte served (\$0.00005/MB) (or the equivalent in the currency set forth in Section 4 above). For example, if 1000 Impressions of an 8MB video Advertiser Content file were served hereunder, the Video Bandwidth Fee with respect that file would be \$0.40 (i.e. 1000 Impressions \* 8MB \* \$.00005).
- c. **Data Fees:** For any audience data segments based on inferred user interests or demographics ("Data Segments") that Advertiser uses to target its Advertiser Content, invoices shall be inclusive of a "Data Fee" in the amount set forth in an applicable Insertion Order or in Taboola Backstage. Where Advertiser employs such Data Segments, the following restrictions shall apply:

- i. Advertiser shall not cache the Data Segments in a manner that would permit Advertiser to re-use them (or any functional equivalent or model of them);
- ii. Advertiser shall not resell the Data Segments; and
- iii. Advertiser shall not associate the Data Segments with any personal information, such as a first or last name,

street address, email address, phone number, or other identifier of a natural person.

- d. **Campaign Information:** Advertiser may change the Campaign Details for a particular month, a portion of a month, or on a going-forward basis at any time on 48 hours' written notice, by either (i) sending an email to the Taboola representative who has been designated as the campaign manager for Advertiser's account (the "Taboola Account Manager") or replying to an email from the Taboola Account Manager to confirm the change and the period during which it shall be in effect, or (ii) using the Campaign Management dashboard in Taboola Backstage. Advertiser acknowledges and agrees that Taboola does not guarantee how often it will recommend any Advertiser Content or that the number of Clicks during any period will fully exhaust Advertiser's Campaign Budget. For purposes of clarity, the Campaign Budget shall be in U.S. Dollars, unless otherwise agreed to in a separate writing between the parties. To the extent that Taboola grants Agency an invoice credit, for use in connection with a specific Advertiser, Agency agrees to either (i) pass along such credit to the Advertiser, or (ii) where Agency retains the above credit rather than passing it to the respective Advertiser, Agency shall provide the Advertiser with legally sufficient notice and obtain legally sufficient consent to collect and retain the credit(s).
- e. **Reporting:** Taboola's measurements regarding Clicks, Impressions, and Video Completions are the definitive measurements under this Agreement and will be used to calculate the amounts due to Taboola hereunder.
4. **Invoices:** Advertiser acknowledges that any analytics provided in Taboola Backstage or over email are estimates, and will only be finalized within fourteen (14) days of the conclusion of each Campaign Month, at which time, Taboola shall send Advertiser an invoice setting out the charges for such Campaign Month and the balance due. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Advertiser waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Advertiser. All payments made by credit card will incur an additional processing fee of 3.25% (4% for AMEX), and applicable taxes on credit card fees. If Advertiser uses PayPal or any other third party payment method, Advertiser shall be responsible for all associated fees (typically 3.5%). Advertiser shall pay each invoice within thirty (30) days of the conclusion of each Campaign Month. Any late payments will accrue interest equal to one-and-one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. In addition to any other rights or remedies that Taboola may have, Advertiser's failure to pay any invoices as set forth herein may result in Taboola cancelling or pausing Advertiser's Campaigns. Further, if Advertiser fails to make any payment as set forth herein, Advertiser shall pay all reasonable expenses (including attorneys' fees) incurred by Taboola in collecting such payments. If Taboola agrees to a written request by an Advertiser to send an invoice to a third party on Advertiser's behalf, Advertiser agrees to remain responsible and liable for payment, and if such third party does not pay the invoice within the thirty (30) day payment period, Advertiser shall immediately pay all such amounts to Taboola. In addition, Taboola reserves the right to require immediate payment of any outstanding amounts due if the amount due to Taboola exceeds \$50,000 (or the equivalent in the currency set forth in Section 4 above) in any given Campaign Month or to impose a credit limit on Advertiser based on Advertiser's credit history, application or any other factors that Taboola deems relevant. For purposes of clarity, all payments shall be made in U.S. Dollars, unless otherwise agreed to in a separate writing between the parties. To the extent that Taboola grants Agency an invoice credit, for use in connection with a specific Advertiser, Agency agrees to either (i) pass along such credit to the Advertiser or (ii) where Agency retains the above credit rather than passing it to the respective Advertiser, Agency shall provide the Advertiser with legally sufficient notice and obtain legally sufficient consent to collect and retain the credit(s).
5. **Taxes:** Taboola may charge any applicable national, state, or local sales or use taxes or value added taxes that Taboola is legally obligated to charge (the "Taxes"). If applicable, Advertiser may provide Taboola with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case Taboola will not charge or collect the Taxes covered by such certificate. In the event that any amount payable by Advertiser hereunder is subject to deduction or withholding for taxes, the

amount payable by Advertiser hereunder shall be increased such that the amount received by Taboola equals the amount stated on the applicable invoice. Upon written request, Taboola will provide Advertiser with any forms, documents, or certifications as may be required for Advertiser to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

## 6. Representations and Warranties:

- a. Each party hereto represents and warrants that it has the full power and authority to enter into this Agreement and to consummate the transaction contemplated herein and that the persons executing this Agreement on each party's behalf have the authority to do so. The parties hereto agree to perform any and all lawful additional acts, including without limitation, execution of additional stipulations, agreements, documents, and instruments, as are reasonably necessary or as reasonably requested by any party hereto at any time to effectuate the intent of this Agreement, to satisfy the Terms contained herein, or to give full force and effect to this Agreement.
- b. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement, and that all of Agency's actions related to this Agreement are within the scope of such agency.
- c. Advertiser represents and warrants that (i) it has all necessary rights, licenses, and clearances to enter into this Agreement, to grant the rights granted herein, and to use the Advertiser Content as specified herein, including, without limitation, the Intellectual Property Rights therein; (ii) its Advertiser Content and the content on Advertiser's landing pages will not infringe upon the rights of any third party; (iii) it will comply with and ensure that its Advertiser Content and the content on Advertiser's landing pages shall comply with any and all applicable laws, regulations, guidelines, and other industry standards and practices; (iv) its Advertiser Content and the content on Advertiser's landing pages will comply with Taboola's [Advertiser Content Guidelines](#), which may be updated from time to time; and (v) it will comply with all applicable laws and regulations in its use of the Service. In addition, Advertiser represents that all of the business and payment information provided by it to Taboola is true, correct, and accurate and that Advertiser is a valid business entity or individual and not a fictitious or nonexistent entity or individual. If Advertiser is a "doing business as" entity, Advertiser agrees that the business entity doing business as Advertiser under this Agreement shall be liable for all of Advertiser's obligations hereunder and that the person executing this Agreement on behalf of Advertiser agrees to be personally bound to the terms of this paragraph and personally liable for any breach thereof.
- d. Taboola represents and warrants that it possesses all of the rights and authority necessary for it to enter into this Agreement and to grant the rights granted herein. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE SERVICE "AS IS" INCLUDING ANY DATA SEGMENTS OR AD PLACEMENT THAT COMPRISES THE SERVICE. TABOOLA EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR, AS TO ANY DATA SEGMENTS PROVIDED, ACCURACY, COMPLETENESS, OR CORRECTNESS.
7. **Ownership:** As between the parties, Taboola owns all Intellectual Property Rights in the Widget, along with all technology, data, designs and know-how used to deploy it, and Advertiser owns all Intellectual Property Rights in the Advertiser Content and the content on Advertiser's landing pages. Advertiser is not required to provide any feedback or suggestions to Taboola regarding the Service. To the extent Advertiser does provide any such feedback or suggestions for improvement, Advertiser hereby grants to Taboola and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions in connection with the Service without restriction.

8. **Data:**

- a. **Data Definitions:** (a) *Performance Data*: data regarding a Campaign gathered during delivery of Advertiser Content (e.g., number of Impressions, interactions, Clicks, and header information), but excluding Site Data or Campaign Details; (b) *Site Data*: any data that is (i) preexisting Taboola data used by Taboola pursuant to this Agreement, (ii) gathered during delivery of Advertiser Content that identifies or allows identification of Taboola, Taboola Publisher Websites, Taboola's brand, content, or Visitors, and those of the Taboola Publisher Websites, or (iii) entered by Visitors on any Taboola Publisher Website; (c) *Collected Data*: consists of Campaign Details, Performance Data, and Site Data; (d) *Repurposing*: retargeting a Visitor or appending data to a non-public profile regarding a Visitor for purposes other than performance of this Agreement; (e) *Aggregated*: a form in which data gathered under this Agreement is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.
- b. Unless otherwise authorized by Taboola, Advertiser will not (i) use Collected Data for repurposing; provided, however, that Performance Data may be used for repurposing so long as it is Aggregated, anonymized and not joined with any Campaign Details or Site Data; or (ii) disclose Campaign Details or Site Data to any third party except as set forth in Paragraph 8.d below.
- c. Unless otherwise authorized by Advertiser, Taboola will not use or disclose Campaign Details, Performance Data, or recorded Impressions or Clicks, each of the following on a non-Aggregated basis, for Repurposing or any purpose other than (i) performing under this Insertion Order, (ii) compensating data providers, (iii) internal reporting or internal analysis, or (iv) internal operational purposes, such as to investigate and analyze "clicks," potential fraud.
- d. Advertiser and Taboola (each a "Transferring Party") will require any third party used by the Transferring Party in performance of this Agreement on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the Insertion Order.
- e. Advertiser may place a Taboola pixel(s) or other tracking technology, as mutually agreed to by the parties, (the "Pixels") on Advertiser's landing pages. Taboola may update, change, or substitute the Pixel at any time in its reasonable discretion provided that it does not disrupt the functioning of Advertiser's landing page and serves the same purpose. Taboola will use such Pixels for operational purposes such as to collect conversion data, perform platform analytics, integrate and link data (e.g., to enable Advertiser Content to be targeted in an optimal way), and otherwise optimize the manner in which it collects, segments, or targets the Advertiser Content. For avoidance of doubt, Taboola may create derivative data products and data models (e.g., segmentation and optimization models) from these Pixels, which it shall own, provided that all right, title, and interest in any Advertiser Content (in whole or in part) shall be and remain with Advertiser.

9. **Indemnification:**

- a. Except for that which Advertiser indemnifies Taboola, Taboola shall indemnify, defend, save, and hold harmless Advertiser and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach or alleged breach of any of Taboola's representations or warranties set forth in Paragraph 6 or (ii) a claim that the Widget violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises out of the combination of the Widget with Advertiser Content or the content on Advertiser's landing page.
- b. Advertiser shall indemnify, defend, save, and hold harmless Taboola, the owners of the Taboola Publisher Websites, and its and their parents, subsidiaries, and affiliates, and its and

their representatives, officers, directors, agents, and employees, from and against all Losses resulting from, arising out of, or related to (i) Advertiser's breach or alleged breach of any of Advertiser's representations, warranties, or agreements; (ii) a claim that Advertiser Content or content on Advertiser's landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights, slanders, defames, or libels any person or entity, or does not comply with any applicable law or regulation; (iii) Advertiser's failure to secure all rights, title, and interest necessary to display the Advertiser Content via the Widget; and (iv) an allegation that Advertiser, Advertiser's Content, content on Advertiser's landing page, or products or goods being advertised in the Advertiser Content violate any applicable law or regulation.

- c. Agency will defend, indemnify, and hold harmless Taboola, the owners of the Taboola Publisher Websites, and its and their parents, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from Losses resulting from (i) Agency's alleged breach of its covenants, representations, or warranties set forth herein, or (ii) claims brought by a third party alleging that Agency has breached its express, Agency-specific obligations.
- d. The parties agree that in seeking any indemnification hereunder, the party seeking indemnification (the "Claimant") shall (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim triggering the indemnification being sought; (ii) grant the Indemnifying Party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defense of the claim. The Claimant will provide the Indemnifying Party with prompt notice of any claim (provided that the failure to promptly notify shall only relieve Indemnifying Party of its obligation to the extent it can demonstrate material prejudice from such failure) and, at the Indemnifying Party's expense, provide assistance reasonably necessary to defend such claim. In no event shall the Indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. In addition, any legal counsel sought to be appointed to defend the indemnified claim(s) shall be subject to the prior written consent of the Claimant, such consent not to be unreasonably withheld or delayed.

10. **Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TABOOLA BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES. TABOOLA'S TOTAL LIABILITY TO ADVERTISER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR ACCRUED BY ADVERTISER TO TABOOLA UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT GIVING RISE TO THE LIABILITY.

11. **Confidentiality:** Each party shall disclose Confidential Information (as defined below) only to those of its representatives, officers, directors, agents, professional advisors, on-site contractors, and employees, and those of its parents, subsidiaries, and affiliates, who (i) are bound by written restrictions on use and disclosure and other confidentiality protections and (ii) the party believes have a need to know such information as required for the performance of this Agreement or to enforce the terms of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party (a) to enforce the terms of this Agreement or (b) pursuant to a court order from a court of competent jurisdiction or subpoena, provided that the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order or subpoena and, in the event that disclosure is required, only discloses the portion of Confidential Information that is legally required. "Confidential Information" consists of (a) any technical information or plans concerning the Widget or any software or other technology of Taboola; (b) any financial information of the other party; (c) other information disclosed by one party to the other party that is marked as confidential, or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this

- Agreement. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is obtained by the receiving party rightfully from a third party that has no duty of confidentiality to the disclosing party.
12. **Availability of the Service:** Taboola makes no representations regarding the availability of the Service and Advertiser acknowledges and agrees that the Service may be unavailable from time to time due to (i) equipment, software, or service malfunctions; (ii) maintenance and update procedures or repairs; or (iii) causes beyond the control of Taboola or its affiliates, including, without limitation, interruption or failure of telecommunication or digital transmission links, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures, and that Taboola shall not be liable for any unavailability caused by any of the foregoing. In addition, Advertiser acknowledges and agrees that Taboola and its affiliates have no responsibility or liability with respect to the operation of the Taboola Publisher Websites.
  13. **Termination/Suspension:** Advertiser or Taboola may terminate this Agreement (a) for convenience on seven (7) days' written notice at any time or (b) immediately in the event that the other party fails to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof. In addition, Taboola may terminate this Agreement immediately, without notice, in the event that Advertiser fails to comply with Taboola's [Advertiser Content Guidelines](#). Advertiser may terminate any Campaign on twenty-four (24) hours' written notice. Taboola may terminate or suspend Advertiser's access to or use of the Service or terminate this Agreement at any time if: (a) in the sole discretion of Taboola, such action is necessary to prevent errors or harm to any system or network, or to limit Taboola's or its affiliates' liability; or (b) Advertiser attempts to access or use the Service in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or use the Service in a way that infringes upon Taboola's, its affiliates' or a third party's Intellectual Property Rights, or the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless where Advertiser has a written agreement with Taboola particularly to this extent. In the event that Advertiser has made a Campaign Prepayment and Taboola discovers that Advertiser has violated Taboola's [Advertiser Content Guidelines](#) by using non-standard URL redirects to surreptitiously redirect Visitors to landing page content that (i) does not match the landing page content originally submitted to Taboola, and (ii) are not otherwise in compliance with Taboola's [Advertiser Content Guidelines](#) as a result of "cloaking" or other techniques that hide the true destination landing page that a Visitor is directed to from Advertiser's URLs, Taboola shall be entitled to either charge the remaining amount of Advertiser's spend to the credit card maintained on file or retain any campaign Prepayments made, in which case, Taboola will not refund any such funds.
  14. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to provisions thereof relating to conflicts of laws. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the expedited procedures under the Arbitration Rules of the Singapore International Arbitration Centre which rules are deemed to be incorporated by reference in this clause, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The seat of the arbitration shall be Singapore. The Tribunal shall consist of a single arbitrator. The language of the arbitration shall be English.
  15. **Successors and Assigns:** This Agreement, including the rights and obligations of each party hereunder, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, acquirers, successors, and assigns. This Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other party and shall not be unreasonably withheld or delayed, except that, either party may assign this Agreement to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent, so long as the acquirer agrees in writing to pay in full any outstanding balance Advertiser owes to Taboola under this Agreement.
  16. **Taboola's Provision of the Service:** Advertiser acknowledges that Taboola's parent company, Taboola.com Ltd., owns all Intellectual Property Rights in and to the Service, the Widget, and any related technology and that Taboola is just a licensor and distributor of the Service, the Widget, and any related technology. Accordingly, Advertiser understands and agrees that the Advertiser Content will be distributed pursuant to the Service and any related technology licensed by Taboola.com Ltd. to Taboola and that certain other backend services will be performed by Taboola.com Ltd., on behalf of Taboola. Advertiser hereby consents to Taboola's delegation of the performance of some of the Service hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.
  17. **Force Majeure:** Neither Advertiser nor Taboola will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. If Advertiser's ability to transfer funds to third parties has been materially adversely affected by an event beyond Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Taboola, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.
  18. **Miscellaneous:** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. The failure of either party to enforce strict performance by the other party of any provision in this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that party's right to do so at any later point. Except as set forth in Paragraph 6.c with respect to Taboola updating its [Advertiser Content Guidelines](#) from time to time, any waiver, modification or amendment to any provision in this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. In the event that any provision in this Agreement, including its Terms, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Insertion Order, including its Terms, the application of such provision in any other circumstance or with respect to any other party, or the validity or enforceability of this Agreement as a whole. Paragraphs 7, 9-11, 14-15, and 18 of these Terms shall survive termination of this Agreement. Electronic signatures on this Agreement shall be as effective and enforceable as originals. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.