

Advertiser Self-Service Terms and Conditions

Please carefully read the following legally binding Advertiser Self-Service Terms and Conditions ("Agreement") between Tiz Inc. d/b/a Provi, ("Provi") and Advertiser for use of the Platform as described below. By clicking the "Submit" button (or any button or check box having similar wording or meaning) or using the Platform, Advertiser acknowledges that Advertiser has read, understands, and agrees to be bound by the terms of this Agreement. If Advertiser does not agree with the terms of this Advertiser Agreement, Advertiser may not use the Platform.

Provi and Advertiser agree as follows:

1. Definitions

"Ad(s)" means any advertisement provided by Advertiser or by Agency on behalf of an Advertiser to be displayed within the Site

"Advertiser" means the entity agreeing to these terms and conditions and accessing the Platform. For the avoidance of doubt, "Advertiser" refers to the business using the Platform to purchase and display Ads. All representations and warranties made in this Agreement are made by and on behalf of such business entity.

"Banner Products" means placement of search banners, category banners and ROS banners within the Site.

"Citrus" means CitrusAd International Ltd.

"Intellectual Property Rights" means means all intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

"Inventory" means all Sponsored Search, Sponsored Product and Banner Product inventory within the Site.

"Payment Account" means a digital wallet established and maintained on the Site for the payment of Agency Fees.

“Platform” means the retail advertisement platform owned and operated by Citrus on behalf of Provi.

“Site” means the www.app.provi.com website and associated sites and technology owned, operated, or controlled by Provi or any its subsidiaries.

“Sponsored Products” means priority placement within the product carousel or other category location within the Site.

“Sponsored Search” means priority placement within the Site search results for search terms selected by Advertiser.

2. Access, Self-Service. Subject to this Agreement, Provi will provide Advertiser with login credentials to use the Platform. Advertiser acknowledges and agrees that access to the Platform is contingent on Advertiser’s ongoing compliance with this Agreement and any additional terms and conditions imposed by Citrus, and that Advertiser’s responsibility to comply with and cause its Affiliates to comply with this Agreement and any additional Citrus terms and conditions.

Advertiser may use the Platform to design campaigns and bid on inventory. By bidding on inventory, Advertiser authorizes Provi to place Ads on any inventory for which Advertiser secures the winning bid, and agrees to pay the winning bid rate for Ad delivery on such inventory. Advertiser is solely responsible for Ad targeting decisions.

Advertiser may create additional user accounts on the Platform, however, Advertiser remains solely responsible and liable for any such users’ compliance with the terms of this Agreement.

3. Fees. Advertiser will pay the fees incurred for Ads displayed in the Inventory, at the winning bid amount for such placement (**“Fees”**). Fees will be calculated and provided via the Platform at the time of checkout. Receipts can be requested by Advertiser via the Platform.

Advertiser will establish and maintain a Payment Account through the Platform (pursuant to a separate agreement between Platform and Advertiser) and authorizes the Platform operator to release monthly payments to Provi in satisfaction of Fees.

Advertiser acknowledges and agrees that having insufficient funds in its Payment Account to pay Fees constitutes a material breach of this Agreement.

4. Clients. Where Advertiser is using the Platform to bid or place Ads on behalf of a third party that is not a signatory to this Agreement (each a **“Client”**) Advertiser represents and warrants:
 - a. it has the authority from its Client to make all required representations and warranties or grant any licenses or other permissions or authority under this Agreement and to

bid on, purchase, and place Ads on behalf of its Clients. Upon Provi's request, Advertiser shall provide written evidence of the foregoing;

- b. all of Advertiser's actions related to this Agreement will be within the scope of such authority; and
 - c. Advertiser shall be solely responsible and liable for compliance with the terms of this Agreement by itself and its Clients, including, but not limited to, all payment obligations under this Agreement.
5. Ad Materials. Advertiser represents and warrants that: (a) that its advertising claims for its products used in connection with any Ads pursuant to this Agreement shall not be false or misleading; (b) that it has in its possession adequate and sufficient data to establish the truthfulness of any and all advertising and labeling claims and that past usage of the same or similar claims has occurred without, to such a party's knowledge, any objections by the Federal Trade Commission, Food and Drug Association, or any other local, state or federal government agency; and (c) the content and Advertising Materials used in connection with this Agreement do not and will not infringe upon any third party intellectual property or proprietary right; (d) the content and Advertising Materials used in connection with the Agreement do not and will not slander, defame or libel any person; (e) the content and Advertising Materials used in connection with this Agreement do not and will not contain or include any content that is obscene, indecent, or constitute "Adult Content," meaning any material, including textual, audio or video material, which is violent or pornographic or which contains nudity, explicit violent or sexual material or depictions of violent or sexual acts; and (f) it will not introduce any viruses, malware, and the like into the Network Properties. If Advertising Materials provided by Advertiser are damaged, not to Provi's specifications, or otherwise unacceptable, Provi will use commercially reasonable efforts to notify Advertiser within two (2) business days of its receipt of such Advertising Materials.
6. Compliance. Provi reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its policies, or that in Provi's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Provi reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Provi or any of its affiliates, provided that if Provi has reviewed and approved such Ads prior to their use on the Site, Provi will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.
7. Editorial Adjacencies: No Modification. Provi acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, or contains obscene language ("**Editorial Adjacency Guidelines**"). Provi will use

commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on the Site, although Provi will always retain editorial control over the Site. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's remedy is to request in writing that Provi remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Advertiser for such Ads. After the Advertiser notifies Provi that specific Ads are in violation of the Editorial Adjacency Guidelines, Provi will make commercially reasonable efforts to correct such violation within 48 hours. Except as provided for herein, Provi will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Advertiser's approval.

8. Reporting. Ad and campaign performance reporting will be provided through the Platform. Provi will not provide any additional reporting to Advertiser. If both parties are tracking delivery, the measurement used for determining fees will be the Platform reporting.
9. Performance. To the extent permitted by applicable law, Provi does not guarantee the performance of Ads or that Ads will reach the audience targeted. **Provi makes no warranties of any kind, and expressly disclaims any liability for the functionality or accessibility of the Platform.**
10. Changes to Site; Updates. Provi use commercially reasonable efforts to provide Advertiser at least ten (10) business days prior notification of any material changes to the Site or the Platform that would materially change the target audience or materially affect the size or placement of an Ad. Should such a modification occur with or without notice, Advertiser's sole remedy for such change shall be to cancel the remainder of the affected campaign without penalty within the 10-day notice period. If Provi has failed to provide such notification, Advertiser may cancel the remainder of the affected campaign within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

Provi may amend the terms and conditions of this Agreement from time to time, including any documents incorporated by reference. If an amendment materially reduces Advertiser's rights, Provi will use reasonable efforts to notify Advertiser (email to Advertiser's Platform administrator shall suffice). If Advertiser objects to the amended Agreement, as its exclusive remedy, Advertiser may choose to discontinue use of the Platform.

11. Term; Termination.
The term of this Agreement commences on the date Advertiser first uses the Platform (the "**Effective Date**") and continues until terminated ("**Term**").

Advertiser may terminate this Agreement at any time by discontinuing use of the Platform.

Provi may terminate this Agreement immediately 1) if Advertiser is in breach of the Agreement or any representation, warranty, or covenant herein or 2) if Provi discontinues the Platform.

Upon the effective date of termination, Provi will revoke Advertiser's access to the Site Inventory through the Platform. Any expiration or termination of this Agreement will not affect any rights or obligations of the parties that (a) come into effect upon or after such expiration or termination, or (b) otherwise survives expiration or termination. Termination of this Agreement will not constitute a waiver of any of either party's rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

12. Intellectual Property.

Each of the parties acknowledges and agrees that: (a) each party retains exclusive ownership of its Intellectual Property Rights; (b) subject to the terms and conditions of this Agreement, Advertiser grants Provi a limited, royalty-free, non-exclusive, non-transferable license to reproduce, publish, and distribute each Ad, including all of Advertiser's intellectual property contained therein, on the Site in accordance with the terms of this Agreement; (c) Provi does not transfer to Advertiser any right, title or interest, including any Intellectual Property Rights, in or to any Provi intellectual property (including, without limitation, any intellectual property developed by or on behalf of Provi in connection with the services hereunder, which, for the avoidance of doubt, shall remain the sole and exclusive property of Provi or the license holder).

13. Indemnification.

Advertiser shall indemnify, defend and hold harmless Provi, its respective successors and permitted assigns (collectively, "**Provi Indemnified Party(ies)**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "Losses"), incurred by any Provi Indemnified Party as a result of, arising from or related to (a) the breach or non-fulfillment of any term or condition of this Agreement by Advertiser, (b) the failure of any representation, warranty, or covenant made hereunder, (c) any claim of infringement of third-party rights arising out of Provi's use of Advertiser's intellectual property in accordance with this Agreement, (d) any unauthorized use or disclosure of Provi's Confidential Information that is attributable to Advertiser or Advertiser employees, contractors, agents or representatives and/or (e) any Advertiser products or services, including, without limitation, any such Advertiser products or services sold or otherwise distributed by Provi.

Notwithstanding anything to the contrary in this Agreement, an indemnifying party is not obligated to indemnify any indemnified party to the extent that any Losses arise from an indemnified party's breach of any term or condition of this Agreement.

14. Confidentiality.

From time to time during the Term, either party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party") information about its business affairs, or goods, confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, customer, and other third-party confidential information and other sensitive or proprietary information. Such information, as well as the terms of this Agreement, whether oral or in written, electronic, or other form or media, and whether marked, designated or otherwise identified as "confidential" constitutes "Confidential Information" hereunder. Without limiting the foregoing and for the avoidance of doubt, Advertiser acknowledges and agrees that if and to the extent that Advertiser accesses any data or information hosted, processed, or collected by or on behalf of Provi, such data or information shall constitute Provi's Confidential Information. Confidential Information does not include information that: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this section by the Receiving Party or any of its representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable law.

The Receiving Party shall, at all times after receipt of such Confidential Information: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; (c) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; and (d) immediately, upon discovery, notify the Disclosing Party of any unauthorized access to the Disclosing Party's Confidential Information and promptly (at the Receiving Party's expense) take actions, including those reasonably requested by the Disclosing Party, to comply with applicable laws governing data breaches and related matters.

The Receiving Party shall be responsible for any breach of this section caused by any of its representatives. On the expiration or any termination of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information and copies thereof that it has received under this Agreement.

15. LIMITATION OF LIABILITY; DISCLAIMER.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR LOSSES ATTRIBUTABLE TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL PROVI BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, INCLUDING LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER PROVI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER THE CLAIM WAS BASED IN CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY AND (B) THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF PROVI UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID IN THE PRECEDING TWELVE (12) MONTHS. ADVERTISER AGREES THAT THIS LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK CONSTITUTING PART OF THE CONSIDERATION FOR PROVI PROVIDING THE AD DELIVERY UNDER THIS AGREEMENT.

DISCLAIMER. ANY WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED BY EITHER PARTY HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. ADVERTISER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PLATFORM IS AT ITS SOLE RISK. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND.

16. Privacy Policy. By accessing and using the Platform, Advertiser agrees to the Provi Privacy Agreement.
17. Good Standing: Binding Agreement. Advertiser represents and warrants that it is and shall continue to be duly formed, validly existing and in good standing under the laws of its jurisdiction of organization; it has and shall continue to have all requisite power and authority to execute, deliver and perform its obligations under this Agreement; the execution and performance of this Agreement have been duly authorized by all requisite corporate action; and this Agreement constitutes the legal, valid and binding agreement of Advertiser, enforceable against Advertiser in accordance with its applicable terms.
18. Conflicts: Governing Law; Amendment. This Agreement shall be governed by the laws of the State of Illinois. Provi and Advertiser agree that any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in the state and federal courts covering Cook County, Illinois, and the parties consent to the jurisdiction of such courts. No modification of this Agreement will be binding unless in writing and signed by

both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

19. Relationship of the Parties. The relationship between Provi and Advertiser is solely that of independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
20. Entire Agreement: Survival. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The following provisions will survive the expiration or any termination of this Agreement: 9, 12, 13, 14, 15, 18, 20 and 21.
21. No Public Announcements or Trademark Use. Advertiser shall not: (a) make any statement (whether oral or in writing) in any press release, external advertising, marketing or promotional materials regarding the subject matter of this Agreement, Provi or its business unless (i) Advertiser has received the express written consent of Provi in each instance, or (ii) Advertiser is required to do so by law; (b) use any of Provi's trademarks without the prior written consent of Provi.
22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be sent to Provi, % Legal Department in writing, at its headquarters (1 N. Dearborn Street, Suite 700, Chicago, IL 53597) via nationally recognized overnight courier.