

Company Information

REALKAI MEDIA PTE. LTD

60 Paya Lebar Road, #08-43 Paya Lebar Square, Singapore 409051

support@realkai.com

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Please read these Terms and Conditions ("Agreement", "Terms and Conditions") carefully before using realkai.com ("the Site") operated by REALKAI MEDIA PTE. LTD ("Company", "us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at realkai.com.

By visiting, accessing, using, joining and/or participating in (collectively "using") the Service any manner, you agree to be bound by these Terms and Conditions. Capitalized terms are defined in this Agreement. As used in this document, the terms "you" (hereinafter referred to as "The Publisher") or "your" refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates, and any of your or their devices. If you do not agree to be bound by these Terms, navigate away from the Service and cease using it.

1. DEFINITION

For purposes of this Agreement, in addition to the bold capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings given to them below.

"Ad" or "Advertisement" means text-based, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, pop-ups, pop-unders and video advertisements.

"Advertising Materials" means artwork, creatives or copy for Ads.

"Advertising Inventory" means the worldwide geo-targeted advertising space available on each Website, including the Deliverables. "Worldwide geo-targeted advertising space" means all advertising on the Websites viewed by visitors located anywhere in the world.

"Bid" means a response to a Bid Request, submitted to the SSP by a DSP through the API, based on the Bid Data, which will be entered into the auction that is completed for the applicable Deliverable.

"Bid Request" means any request sent through the DSP for bids on a Deliverable. Each Bid request shall include certain parameters, consistent with SSP's management of the Exchange's user interface, which may or may not be aligned with any Client's Bid Data.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the United States of America.

“Impression” means an advertising impression as defined in the IAB Ad Impression Measurement Guidelines.

“Intellectual Property Rights” means (a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

“Interaction Data” means data collected solely from and relating to a web user’s interaction with advertisements sold and delivered as part of the Advertising Inventory, excluding any information that directly or indirectly connects such data to the applicable Website or its brand, content, and context. For greater certainty, Interaction Data stops at the Client’s website (i.e. once a web user has clicked a Client’s advertisement and reached the Client’s website, any data tracked or collected thereafter is proprietary to, and can be used by, the Client in its sole discretion).

“Inventory” means the ad units on Supply Partner websites and other digital platforms and sources (eg, apps).

“Launch Date” means the date on which Bids may be submitted in a live production environment.

“Minimum Price” means, in connection with any Deliverable, a minimum CPM-based bid price therefore.

“Service” means distribution of Content through the Company’s platform.

“Tag” is a collection of a few lines of code inserted within the source code of the web page support, and - in the majority of cases - placed where the advertisement will appear (for the simple formats).

“Taxes” means all taxes, levies, imposts, deductions, charges or withholdings and all related

“Traffic” is the collection of clicks and transactions made by a Publisher’s visitors on an advertiser site present on the Company’s platform.

2. SITE ELIGIBILITY AND APPROVAL; ACCOUNTS

2.1. In consideration for your use of the Program, you represent that you are of legal age to form a binding contract and are not a person barred from enrolling with the Program under the laws of your applicable jurisdiction. You also agree to: (a) provide true, accurate, current and

complete information about yourself as prompted by the Program's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Realkai has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Realkai has the right to suspend or terminate your account and refuse any and all current or future use of the Program (or any portion thereof).

2.2. Once your registration has been accepted and approved for our Program, you will receive a password and account designation. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Realkai of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You acknowledge and understand that anyone who gains access to your Account will gain access to your all of your data on your Account, including any private content.

2.3. You may terminate your account at any time, by sending a written notification through e-mail to: support@realkai.com. We may require you to verify your termination notice by sending us an additional termination request message, either by e-mail or through any other means, as a prerequisite for termination of your account. Your account will terminate 10 days following your notification, and from that date of termination you will no longer be able to access your account.

2.4. Notwithstanding any remedies that may be available to us under any applicable law, we may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing the Service, remove content or media that you have uploaded, posted or published on the Service, including advertising offers, bids, and any commercial and non-commercial communication and take technical and legal steps to keep you off the Service and the Website, if we think that –

- you have abused your rights to use the Service or the Website; or
- you have breached the Terms; or
- you deliberately submitted false information; or,
- you have performed any act or omission that violates any applicable law, rules, or regulations; or,
- you have performed any act or omission which is harmful or likely to be harmful to us, or to any other third party, including other advertisers or publishers of the Service; or,

- you made use of the Service to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such act; or,
- you conveyed your user name and password to another person; or,
- you failed to comply with our Fee Schedule, or are in debt to another person with respect to any transactions made on or through the use of the Service.
- you permanently fail to provide necessary technical implementation of Ads received, downloaded and made available on its Publisher Web Site
- you repeatedly fail to take appropriate and efficient measures to ensure certain editorial quality of its Publisher Website and avoid misuse of content included in or represented by Ads

Realkai may, but is not obligated to, send you a notice by email within a reasonable period of time prior to the termination of your account.

3. FRAUD

Any fraudulent activity by the Publisher, having for consequence, either direct or indirect, real or potential, the artificial increase of traffic generated by the Publisher's site for the advertisers on the Company's platform will entail the automatic exclusion of the Publisher and all its sites from the network without prior notice, immediate disconnection from the technical platform, and the immediate, justified dissolution of the contract with no liability for compensation due from the Company.

In addition, the Company reserves the right to bring any necessary civil or criminal action against the Publisher and to demand, if it so decides, reimbursement of all or part of the amounts unduly paid to the Publisher as well as, if it so decides, damages and compensation.

Fraudulent actions by the Publisher include, but are not limited to:

- using one or several procedures in order to generate or try to generate an artificial increase in the activity of the approved sites;
- using one or several maneuvers that require or oblige an internet user to click an advertising message in order to access any element of the site or confirm participation;
- using one or several maneuvers that encourage internet users to click on a banner;
- using one or several maneuvers that give rise to remuneration (clicks, double clicks, e-mail address, etc.);
- implementation or realization of any canvassing, even if conducted from outside the Publisher's site, by means of spam, messages left on forums, messages left on real-

time chats or any other process.

3. INTELLECTUAL PROPERTY

The fact that the Publisher displays on their site the visuals and brand of an Advertiser gives them no intellectual property rights over the elements that constitute the brand or the products and services of the Advertiser.

The Advertiser, or where applicable the Company, remains the sole owner of any data concerning web visitors that may have been gathered via the Publisher's site. The Publisher expressly acknowledges that they have no claim of any kind to the data collected.

4. YOUR WEBSITE

In order to include Your Properties in the Service (and, as a result buy and/or sell advertising space), you must submit Your Properties for acceptance into the Service. We reserve the right to accept or reject Your Website from inclusion in the Service in our sole discretion, for any and no reason, including for failing any of the Participation Conditions (defined below).

Your application must include all information requested in the application on the Service. In addition to our right to terminate your grant of use of the Service, we reserve the right to terminate Your Property's inclusion in the Service in our sole discretion, for any and no reason, including for failing any of the Participation Conditions or other requirements, with or without notice. In our sole discretion, we may give you a grace period to cure a breach of a Participation Condition or other requirement, but we shall be under no obligation to do so.

You must properly categorize Your Property in accordance with the categories set forth on the Service and provide any further information as requested by us on the Service. You represent and warrant that all information you include with the submission of Your Website is true and correct.

You represent and warrant that you have the necessary ownership, licenses, permissions, rights and consents to submit Your Property to the Service and to authorize us to include Your

Property in the Service for any and all uses contemplated by the Service and these Terms. You are entirely responsible for any of Your Properties you submit to the Service. You shall be solely responsible for any and all of Your Properties and any and all consequences of submitting them to the Service.

We claim no ownership or control over Your Properties. You or a third party licensor, as appropriate, retain all rights in and ownership over Your Properties and you are responsible for protecting your rights in and ownership over Your Properties as appropriate.

5. COMMISSION AND PAYMENT

5.1. The Publisher will receive remuneration, also known as the “Publisher commission” for their participation in the Advertiser Campaigns. The terms of this remuneration and the amounts involved will be determined by the Advertisers for each of the Campaigns.

5.2. The commission amounts are calculated based on the statistics collected by the Company’s platform, a program owned by the Company. This program is deemed the sole source of valid data for the parties. The Publisher acknowledges the trustworthiness of this program, which will prevail in the event of a dispute, with regard to the measurement of all elements (pages viewed, unique visitors, commissions...) of any type. The Publisher may access their data via the management interface of their account.

5.3. Commission amounts and the way they are calculated will depend on the prices and calculation methods applied to advertisers. Therefore, for certain campaigns (in particular lead campaigns), the data giving rise to the Publisher’s remuneration may first require validation by the Advertiser. If there is a disagreement between the data of the Company and that of the Advertiser, the Company will attempt to settle the disagreement with the Advertiser in order to communicate the final, agreed figures to the Publisher promptly.

5.4. The company will calculate the Publisher commission daily, by adding together the amounts of the commission due for its participation in the various Advertiser Campaigns over the previous day. This daily aggregate figure can be consulted by the Publisher on their account.

The payment will be conducted after 15 days (Net15) once the aggregate amount of their commissions exceeds 100\$ (ONE HUNDRED USD) before tax through Wire Transfer, no payment threshold for Paypal. All fees or commissions incurred by using a payment method different from that initially requested by the Publisher, change of currency or an error in the information supplied are at the Publisher’s charge and will be deducted from their commissions due, or, if the sum to be transferred is insufficient to offset these costs, invoiced directly to the Publisher by the Company.

The Publisher acknowledges that the Company only forwards funds, and accordingly absolves the Company of all responsibility if an Advertiser defaults on payment.

6. DURATION AND CANCELLATION

The relationship governed by these general terms and conditions is established for an unspecified period. Each party is within its rights to terminate the commercial relations that bind them, for any reason, by recorded delivery letter (with proof of delivery) or by e-mail, sent by the Publisher to the e-mail specified by the Company or by e-mail from the Company to the e-mail address specified by the Publisher on their registration form, giving 48 hours' notice. Termination of the contract in no way modifies the rules for payment stipulated in the general terms and conditions.

Upon cancellation, the Publisher is required to remove promptly the scripts provided via the Company's platform and installed on the pages of the Publisher's site(s).

7. PRIVACY POLICY

The Publisher agrees to post on its Website a privacy policy, linked, at a minimum, conspicuously from the Website's home page, with a link that contains the word "Privacy" that, in addition to the disclosures about the Publisher's privacy practices, clearly and conspicuously discloses (a) the Publisher's use of a third party for its ad serving activities; (b) identifies the collection and use of information gathered in connection with both ad serving activities and delivery of the Publisher's content; and (c) the user's ability to opt out from such collection and use. The Company reserves the right to change its suggested disclosure language, including requiring certain disclosures as mandated by law, upon written notice to the Publisher, and the Publisher agrees to cooperate to post such revised disclosure within three (3) business days following receipt of such notice. The Company shall have the right to terminate this Agreement on five (5) days prior written notice to the Publisher if the Publisher breaches this Section and fails to remedy such breach within said five (5) day period.

8. GENERAL DUTY OF CONFIDENTIALITY

The Publisher agrees, as does the Company, to keep all details of their contractual relations confidential.

At the end of this duty of confidentiality, the Publisher and the Company agree not to disclose information of any nature exchanged before or during the time of their contract together, and to take all necessary measures to prevent such disclosure by their officers, servants and agents even after these are no longer in their employ.

The perimeter of information covered by this duty of confidentiality includes the data collected on Advertisers' sites, for example during a purchase. Consequently, the Publisher agrees not to disclose this information should they have it.

Exceptionally, one of the parties may be released from its obligation of confidentiality for all or part of the information exchanged, but only after prior written agreement from the other party.

9. RESPONSIBILITY

In the context of their contractual relations, the parties agree that the Company exercises due diligence.

Consequently, the Company cannot be held liable for any damages incurred by the Publishers, such as trade injury, loss of orders, commercial problems of any kind, or the loss of benefits, clientele or turnover directly or indirectly due to the advertisements displayed on the Publisher's site.

The Company cannot be held responsible for any delay, failure or interruption of the service that occur due to cases of force majeure, external events, actions by a third party.

It is recalled that under no circumstances can either of the two parties be held responsible for failure to fulfill a contractual obligation that is the result of a case of force majeure.

10. DISPUTE RESOLUTION

THE LANGUAGE AND LAWS THAT APPLY TO THIS CONTRACT ARE THE ENGLISH LANGUAGE AND LAWS OF THE REPUBLIC OF SINGAPORE.

ANY DISPUTES OF ANY KIND RESULTING FROM THE CONTRACT BINDING THE PUBLISHER AND THE COMPANY WILL BE SUBMITTED EXCLUSIVELY TO THE UNCITRAL Arbitration Rules AND, IN CASE OF APPEAL, TO THE APPEAL of **Supreme Court of Singapore.**

11. YOUR CONDUCT

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided,

shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission.

You explicitly agree, in using this web site or any service provided, that you shall not:

(a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;

(b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;

(c) collect or harvest any data about other users;

(d) provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

(e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

12. SUBMISSION OF CONTENT ON THIS SITE

By providing any Content to our web site you agree to all of the following statements listed below:

(a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;

(b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 3;

(c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

14. THIRD PARTY SERVICES

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

15. INDEMNIFICATION

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms and Conditions or any other violation of the rights of another person or party.

16. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS MADE AVAILABLE AND PROVIDED TO YOU AT YOUR OWN RISK. IT IS PROVIDED TO YOU "AS IS" AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL

ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

17. RESERVATION OF RIGHTS

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

18. NOTIFICATION OF COPYRIGHT INFRINGEMENT

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted at the following address:

Realkai.com - Email: support@realkai.com

REALKAI MEDIA PTE. LTD SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

REALKAI MEDIA PTE. LTD takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

19. APPLICABLE LAW

You agree that this Terms and Conditions and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local

laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

20. MISCELLANEOUS INFORMATION

(i) In the event that this Terms and Conditions conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms and Conditions will remain valid and intact;

(ii) The failure of either party to assert any right under this Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

(iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred; (iv) We may assign our rights and obligations under this Terms and Conditions and we shall be relieved of any further obligation.