MANYBOOST.IO
GENERAL TERMS & CONDITIONS FOR PARTNERS

These General Terms and Conditions (the **"Terms"**) govern the relationship between **ManyBoost.io**, a UAE free zone entity (**"ManyBoost"**, **"we"**, **"us"**, or **"our"**), and the traffic source/publisher/media partner/affiliate/network (**"Publisher"** or **"Partner"**) in connection with the supply of digital advertising inventory, traffic and/or user acquisition delivery, and any related services provided by the Publisher to ManyBoost (the **"Supply Services"**) as specified in one or more insertion orders or similar order documents (each, an **"Insertion Order"** or **"IO"**).

These Terms, each applicable IO, and any documents expressly incorporated by reference (including, where applicable, campaign guidelines, traffic quality rules, compliance policies, and/or a data processing addendum) (collectively, **"Related Documents"**) shall together form the **"Agreement"** between the parties.

Please read these Terms carefully, together with the other parts of the Agreement, before providing any Supply Services or delivering any traffic, impressions, clicks, installs, leads or other events. If you do not agree to the Agreement, you must not provide (or must stop providing) the Supply Services.

Where ManyBoost makes available any dashboard, reporting interface, portal or other software tools to support tracking, reporting, reconciliation and/or settlement (if any) (the **"Platform"**), the Publisher's access to and use of the Platform may be subject to additional conditions set out in the Agreement and/or other written arrangements between the parties.

In the event of any conflict or inconsistency between the provisions of an IO and these Terms, the provisions of the IO shall prevail to the extent of such conflict or inconsistency.

By signing (including electronically) or otherwise accepting an IO, or by commencing delivery of any Supply Services, the Publisher agrees to be bound by the Agreement, including these Terms.

1. DEFINITIONS & INTERPRETATION

For the purposes of these Terms, the following capitalised terms shall have the meanings set out below.

    (a) "Publisher"/"Partner" means the entity identified as the traffic source, publisher, media partner, affiliate, network, or other supplier in the applicable Insertion Order.

(b) "Advertiser", "ManyBoost", "we", "us", "our" means ManyBoost.io, a free zone entity in the United Arab Emirates, as identified in the applicable Insertion Order and/or invoice.

(c) "Agreement" means collectively, these Terms, each applicable Insertion Order, and any Related Documents (including, where applicable, a Data Processing Addendum, campaign guidelines, traffic quality rules, compliance policies, or other documents expressly incorporated by reference).

(d) "Insertion Order"/"IO" means a mutually agreed supply order (including via wet signature, e-signature, click-acceptance, or other agreed method) which specifies the commercial and operational parameters for the Supply Services (including, without limitation, Cost Model(s), Rates, GEO(s), Caps, acceptance/validation criteria, Event definition(s), Source of Truth, settlement/payment terms, and any special conditions).

(e) "Related Documents" mean any documents expressly referenced in an IO or these Terms and incorporated into the Agreement, including policies and appendices published or provided by ManyBoost for traffic delivery, tracking, reconciliation, settlement, and compliance (e.g., Traffic Quality Policy, Compliance Policy, DPA), as updated from time to time in accordance with the Agreement.

(f) "Advertisement" means an advertisement, interactive or otherwise, containing Advertisement Material, provided by the Advertiser to the Publisher for publication as per the Campaign.

(g) "Advertiser´s Product" means the product and/or service promoted by the Advertiser using the Advertisement.

(h) "Advertising Material" means any artwork, visual/audio/audio-visual content, logo, trademark, text, or URLs (including any approved modifications/alterations thereof) provided by the Advertiser to the Publisher for publishing the Advertisement.

(i) "Advertising Platform" means the advertising platform or channels used by the Publisher to distribute the Advertising Materials.

(j) "Budget" means the total advertising spend or budget approved by the Advertiser and contained in the Campaign Information in the IO.

(k) "Campaign" means the details contemplated in the section Campaign Information of the IO.

(l) "Cost Model" means a pricing model under which Fees are calculated based on a specified unit of delivery or performance, as set out in the relevant IO.

(m) "CPA" (Cost Per Action) means a Cost Model where Fees are payable per **Action** (as defined in the applicable IO) completed by an end user and validated in accordance with the Agreement.

(n) "CPL" (Cost Per Lead) means a Cost Model where Fees are payable per **Lead** (typically a qualified submission of user information) meeting the qualification criteria and validation requirements specified in the IO.

(o) "CPS" (Cost Per Sale) means a Cost Model where Fees are payable per **Sale** or transaction that meets the criteria specified in the IO (including, where applicable, payment completion, anti-fraud checks, chargeback/return rules, and any attribution window).

(p) "CPI" (Cost Per Install) means a Cost Model where Fees are payable per **Install** of an application that meets the attribution and validation rules specified in the IO and recorded by the applicable Source of Truth.

(q) "CPE" (Cost Per Engagement) means a Cost Model where Fees are payable per **Engagement** event (e.g., registration, tutorial completion, level completion, subscription initiation, first deposit, etc.) as specifically defined and validated under the IO and Source of Truth.

(r) "CPM" (Cost Per Mille) means a Cost Model where Fees are payable per one thousand (1 000) **Impressions**, as defined and measured under the IO and Source of Truth.

(s) Other Cost Models mean any other pricing model (including CPC, CPV, hybrid models, fixed fees, or performance tiers) may be agreed in an IO and shall be treated as a Cost Model for purposes of these Terms.

(t) "Event" means any trackable user occurrence or outcome relevant to campaign performance (including Actions, Installs, Leads, Sales, Engagements, Impressions, or other events) as defined in the IO.

(u) "Action"/"Conversion" means an Event that constitutes a billable outcome under the applicable Cost Model, **only** if:
> (i)   it matches the **exact event definition** in the IO;
> (ii)   it is **attributed** and **recorded** by the applicable Source of Truth within the applicable attribution window; and
> (iii) it is **validated** under the Agreement (including Section 6 (Invalid Traffic) and any campaign-specific rules).

(v) Event Definition Controls means that if an IO defines multiple steps (e.g., registration and deposit), the Action/Conversion is deemed completed **only** upon completion of all required steps, unless otherwise specified in the IO.

(w) No Implied Acceptance means no user activity shall constitute an Action/Conversion unless it is expressly defined as such in the IO. Any metrics, benchmarks, projections, or examples provided by ManyBoost (including in sales materials) are **non-binding** and for illustrative purposes only.

(x) "Source of Truth" means the measurement system(s) designated in the IO as the authoritative source for counting, attribution, and validation of Events for billing purposes. The Source of Truth may include (without limitation) the Client's mobile measurement partner (MMP) (e.g., Adjust, AppsFlyer, Singular), the Client's CRM/analytics, or other mutually agreed systems.

2. SCOPE OF SERVICES

2.1 Services

Subject to the Agreement, ManyBoost shall provide the Services to the Advertiser as specified in the applicable IO(s). The Services may include, without limitation, digital marketing, user acquisition, performance advertising, media buying, campaign setup and management, traffic sourcing and optimisation, creative implementation support, reporting support, and delivery of Events under the applicable Cost Model(s), in each case as further described in the relevant IO and/or Related Documents.

2.2 Campaign Parameters Govern; No Implied Obligations

(a) The scope, objectives, Cost Model, Rates, Event definitions, GEO, targeting parameters, permitted and prohibited traffic sources/methods, caps, budgets, campaign term, and any other campaign-specific requirements shall be set out exclusively in the IO (and, where applicable, Related Documents referenced therein).

(b) Except as expressly set out in an IO, ManyBoost does not undertake, and shall not be deemed to undertake, any obligation to: (i) deliver any minimum volume, spend, impressions, clicks, installs, leads, actions, conversions, sales, revenue, return on ad spend, retention, LTV, or other performance metric; (ii) meet any benchmarks, projections, or expected results; or (iii) provide exclusivity, preferred placement, or priority delivery.

(c) Any statements, examples, case studies, presentations, proposals, estimates, forecasts, or other materials provided by ManyBoost (including marketing or sales collateral) are provided for informational purposes only and shall not form part of the Agreement unless expressly incorporated into an IO in writing.

2.3 No Guarantee; Performance Depends on Multiple Factors

(a) ManyBoost will use commercially reasonable efforts to perform the Services; however, except to the extent expressly stated in an IO, ManyBoost does not guarantee any particular results or outcomes, including any specific number, quality, conversion rate, engagement rate, retention, ROAS, profitability, or other performance measure.

(b) The Advertiser acknowledges that campaign performance and delivery may depend on factors outside ManyBoost's reasonable control, including (without limitation) the Advertiser's product/service quality, offer attractiveness, pricing, conversion funnel, landing pages, app store listing, user experience, fraud posture and risk signals, attribution settings and windows, tracking implementation, creative approvals, platform policies, market conditions, seasonality, competition, and third-party inventory availability.

(c) Any references to optimisation, brand safety, traffic quality measures, or anti-fraud controls (including any tools or methodologies used by ManyBoost) describe operational processes and do not constitute a warranty or guarantee that Invalid Traffic will not occur, or that any specific fraud rate will be achieved, unless explicitly stated in an IO.

2.4 Use of Third Parties; Subcontracting

(a) The Advertiser acknowledges and agrees that ManyBoost may source and deliver traffic and/or Events through third parties, including (without limitation) publishers, ad networks, DSPs, SSPs, exchanges, affiliates, influencers, media partners, and other vendors (collectively, **"Traffic Sources"**).

(b) ManyBoost may subcontract or delegate performance of all or any part of the Services to qualified third parties, provided that ManyBoost remains responsible for performance of the Services under the Agreement subject to the limitations, exclusions, and remedies set out herein.

(c) Unless expressly agreed otherwise in writing, nothing in the Agreement creates any contractual relationship between the Advertiser and any Traffic Source or subcontractor. Any claims, disputes, or instructions relating to traffic sourcing or delivery shall be directed solely to ManyBoost.

(d) ManyBoost may modify, replace, or discontinue any Traffic Source, inventory, placements, channels, or delivery methods at its discretion, including for quality, compliance, performance, pricing, availability, or risk management reasons, provided that such changes do not materially conflict with any express restrictions set out in the applicable IO.

2.5 Relationship of the Parties

The parties are independent contractors. Nothing in the Agreement shall be construed as creating a partnership, joint venture, agency (other than for the limited purpose of performing the Services as contemplated herein), fiduciary relationship, or employment relationship between the parties. Neither party has authority to bind the other, except as expressly provided in the Agreement.

2.6 Reservation of Rights

Except as expressly set out in the Agreement, ManyBoost reserves all rights, titles, and interests in and to its technology, processes, methodologies, know-how, templates, playbooks, internal tools, and operational practices used to provide the Services.

3. CAMPAIGN SETUP & CLIENT RESPONSIBILITIES

3.1 Campaign Setup; Information and Materials

(a) The Advertiser shall provide ManyBoost, in a timely manner and in the form reasonably requested by ManyBoost, all information, inputs, and materials necessary to set up, launch, and operate the campaign(s), including, without limitation:
1) ad creatives, copy, banners, videos, logos, brand guidelines, creative specifications, and any required disclosures or disclaimers;
2) URLs, deep links, app store links, and any required redirects, as well as confirmation that landing pages are functional and compliant;
3) tracking links, MMP setup details (e.g., Adjust/AppsFlyer/Singular configuration), SDK settings, postbacks, attribution windows, event mapping, conversion schemas, and any access, exports, or reporting feeds required for reconciliation;
4) precise definitions of each billable Event/Action/Conversion (including required steps, qualification criteria, exclusion criteria, deduplication rules, and any cooling-off/chargeback logic, where applicable);
5) pricing, eligibility, GEO restrictions, caps, device/OS restrictions, prohibited sources/methods, and any other campaign rules or constraints;
6) any regulatory, internal compliance, or brand safety requirements (including sector-specific rules, prohibited claims, restricted geographies, KYC/AML considerations (if applicable), and any required pre-approvals); and
7) a designated operational contact authorised to provide instructions, approvals, and confirmations on behalf of the Advertiser.

(b) The Advertiser represents that all information and materials provided under this Section 3.1 are accurate, complete, and not misleading, and undertakes to promptly notify ManyBoost of any changes that may impact campaign delivery, measurement, or compliance.

(c) ManyBoost shall not be responsible for delays, under-delivery, misattribution, reporting discrepancies, or performance issues caused by the Advertiser's failure to provide (or to

timely provide) the information, materials, approvals, or access reasonably required to perform the Services.

3.2 Tracking Implementation; Measurement Cooperation

(a) The Advertiser is solely responsible for implementing and maintaining the tracking and measurement setup required for the campaign(s), including correct configuration of the Source of Truth, attribution windows, event mapping, and postbacks, unless the parties expressly agree in writing that ManyBoost will provide specific implementation services.

(b) Prior to launch and on request, the Advertiser shall reasonably cooperate with ManyBoost to test tracking, validate event firing, confirm attribution settings, and resolve discrepancies. ManyBoost may suspend or delay launch if tracking is materially incomplete or unreliable.

(c) Where the Source of Truth is controlled by the Advertiser (or its vendors), the Advertiser shall provide, or procure access to, the data and reports reasonably necessary for: (i) delivery verification; (ii) invoicing and reconciliation; (iii) fraud review; and (iv) dispute resolution, subject to the Advertiser's security and confidentiality requirements.

3.3 Creative Submission and Approval Workflow

(a) Unless otherwise specified in the IO, the Advertiser shall approve all creatives (and any material changes thereto) prior to use. The Advertiser is responsible for ensuring that creatives and landing pages comply with applicable law, platform policies, and the Advertiser's internal requirements.

(b) ManyBoost may review creatives for technical compatibility, policy risk indicators, and placement requirements. Any such review is performed for operational convenience and risk management only and shall not be construed as legal advice or as an approval of legality or compliance.

(c) The Advertiser shall not materially change the offer terms, landing pages, tracking logic, conversion requirements, or creatives in a way that could impact measurement or user experience without prior written notice to ManyBoost. ManyBoost may pause campaigns where changes create measurement or compliance risk.

3.4 Client Warranties (Product, Creatives, Compliance)

The Advertiser represents and warrants that:

(a) The Advertiser's products/services, offers, and campaign objectives are lawful in all applicable jurisdictions where the campaign is delivered, and the Advertiser holds all necessary licences, approvals, and authorisations to market, sell, and provide such products/services.

(b) All creatives, copy, claims, disclosures, landing pages, and other materials supplied or approved by the Advertiser are truthful, accurate, not misleading, and comply with applicable laws, regulations, and platform policies, including sector-specific rules (e.g., financial promotions, crypto-related restrictions, gambling restrictions, health-related advertising rules, or consumer protection requirements), where applicable.

(c) The Advertiser owns or has obtained all rights, licences, consents, and permissions necessary to use and provide the creatives and materials to ManyBoost for campaign purposes, including rights in trademarks, copyrighted materials, images, music, and endorsements.

(d) The Advertiser has specified any prohibited geographies, audiences, and targeting restrictions, including any restrictions relating to sanctions, export controls, or restricted persons/territories, where applicable, and such restrictions are accurately reflected in the IO and campaign instructions.

(e) The Advertiser has provided ManyBoost with all material compliance requirements and restrictions applicable to the campaign(s), and will promptly inform ManyBoost of any changes.

3.5 Right to Suspend or Refuse Campaigns

ManyBoost may, acting reasonably and in good faith, suspend, pause, reject, or require modifications to any campaign (in whole or in part) where ManyBoost determines that continued delivery:

> (i) may violate applicable law, regulation, sanctions, or platform policies;
> (ii) poses material fraud, chargeback, reputational, or compliance risk;
> (iii) may expose ManyBoost or its partners to enforcement action or third-party claims;   or
> (iv) is inconsistent with restrictions set out in the IO or the Advertiser's instructions.

Where practicable, ManyBoost will notify the Advertiser and provide a reasonable opportunity to cure or adjust, except where immediate suspension is required to mitigate risk.

3.6 Responsibility for Instructions and Authorised Contacts

The Advertiser is responsible for ensuring that any instructions, approvals, or confirmations provided to ManyBoost are issued by an authorised representative. ManyBoost may reasonably rely on instructions from the Advertiser's designated point(s) of contact and shall not be liable for performance based on such reliance.

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4. MEASUREMENT, ATTRIBUTION & "SOURCE OF TRUTH"

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4.1 Source of Truth Controls Billing

(a) For each campaign, the authoritative system for counting, attribution, and validation of Events for billing purposes (the **"Source of Truth"**) shall be the system(s) expressly specified in the applicable IO, which may include (without limitation) the Advertiser's MMP (e.g., Adjust, AppsFlyer, Singular), the Advertiser's CRM/analytics, or other mutually agreed measurement systems.

(b) Unless the IO expressly provides otherwise, the Source of Truth shall be **exclusive** for billing determinations. Any other reports or dashboards (including ManyBoost reporting, network reports, publisher reports, or internal logs) are provided for convenience, troubleshooting, and operational optimisation only and shall **not** override the Source of Truth.

(c) The Advertiser is responsible for ensuring that the Source of Truth is configured in accordance with the IO (including correct event names, mapping, postbacks, attribution windows, and deduplication logic). ManyBoost shall not be liable for miscounting, misattribution, or discrepancies resulting from incorrect configuration, changes made by the Advertiser or its vendors, or measurement limitations inherent to the Source of Truth.

4.2 Attribution Rules; Counting Logic

(a) Unless otherwise stated in the IO, attribution settings (including click-through attribution ("CTA") window, view-through attribution ("VTA") window, re-engagement rules, and probabilistic modelling settings) shall be those configured in the Source of Truth by the Advertiser (or its authorised vendor) at campaign launch.

(b) Events are counted for billing only if they are: (i) recorded by the Source of Truth; (ii) attributed to ManyBoost under the Source of Truth's rules; (iii) within the applicable attribution window; and (iv) not excluded under Section 6 (Invalid Traffic, Fraud, and Non-Compliance) or the IO.

(c) Unless otherwise specified in the IO, Events shall be subject to deduplication rules applied by the Source of Truth. In case of multiple sources claiming the same Event, the Source of Truth's attribution outcome shall control.

(d) The Advertiser acknowledges that attribution and measurement involve statistical methodologies, privacy constraints, device/OS changes, and other technical factors. ManyBoost does not warrant the accuracy, completeness, or consistency of the Source of Truth's methodology or outputs.

4.3 Reporting, Reconciliation and Invoicing Cycle

(a) Unless otherwise specified in the IO, the parties shall reconcile billable Events on a **monthly** basis for each calendar month (or such other billing period stated in the IO) (the **"Billing Period"**).

(b) Within **five (5) Business Days** after the end of each Billing Period, ManyBoost may provide the Advertiser with a preliminary statement of billable Events and Fees for that Billing Period based on the Source of Truth data available to ManyBoost at that time.

(c) The Advertiser shall review the preliminary statement and notify ManyBoost in writing of any discrepancies, objections, or disputes (with supporting detail) within **ten (10) Business Days** after receipt (the **"Reconciliation Window"**), unless a different period is specified in the IO.

(d) If the Advertiser does not provide a written discrepancy notice within the Reconciliation Window, the preliminary statement shall be deemed **accepted and final** for the Billing Period, subject only to adjustments expressly permitted under Sections 4.5 and 5.

(e) **Invoice.** Following reconciliation (or deemed acceptance), ManyBoost shall issue an invoice for the applicable Fees. Payment terms shall be as set out in Section 7 and/or the IO.

4.4 Dispute Requirements; Minimum Content of a Dispute Notice

Any dispute notice under Section 4.3 must include, at a minimum:
   (a) the Billing Period and campaign/IO reference;
   (b) the specific Events/metrics in dispute and the proposed adjustment amount;
   (c) the basis for the dispute (e.g., attribution settings, event definition mismatch, suspected IVT/fraud); and
   (d) reasonably sufficient supporting data extracts from the Source of Truth (e.g., aggregated reports, relevant breakdowns, and where available, identifiers such as click ID, device ID, transaction ID, or CRM reference).

Failure to provide the above within the Reconciliation Window may, at ManyBoost's discretion, render the dispute notice invalid for purposes of suspending payment obligations, without prejudice to the parties' good-faith discussions.

4.5 Late Conversions, Re-attribution and Post-Period Adjustments

(a) Events that occur within the applicable attribution window but are recorded in the Source of Truth after the end of a Billing Period (e.g., due to delayed postbacks, reporting latency, or technical issues) (**"Late Conversions"**) shall be treated as follows, unless otherwise specified in the IO:
   1) Late Conversions recorded within the Reconciliation Window may be included in the Billing Period being reconciled (if technically feasible); otherwise
   2) Late Conversions may be carried into the next Billing Period.

(b) If, within the Reconciliation Window, the Source of Truth re-attributes Events away from ManyBoost due to the Source of Truth's standard processes (e.g., last-click changes, deduplication, or privacy modelling updates), the parties shall reflect such changes in reconciliation for that Billing Period.

(c) Except for: (i) fraud/IVT determinations under Section 6; (ii) mathematical or clerical errors; or (iii) adjustments expressly agreed in writing by both parties, **neither party may re-open, retroactively adjust, or dispute a reconciled and final Billing Period after expiry of the Reconciliation Window**, even if the Source of Truth subsequently changes its reporting outputs.

(d) Any claim of clerical or invoicing error must be raised within thirty (30) days of invoice date; the parties shall promptly correct any confirmed clerical errors.

4.6 Access to Reporting; Exports; API and Logs

(a) The Advertiser shall provide, or procure for ManyBoost, timely access to the Source of Truth reporting outputs necessary for reconciliation and dispute review, including, where available: dashboards access, scheduled exports, or report files.

(b) Where the Advertiser's Source of Truth supports API access or raw log exports (and the Advertiser is permitted to share such data), the parties may agree in the IO or in writing on the scope, format, frequency, and security controls for sharing such data. Unless expressly agreed, ManyBoost has no obligation to integrate with, or ingest data from, the Advertiser's APIs or raw logs.

(c) The parties shall share only the data reasonably necessary for measurement, reconciliation, fraud review, and dispute resolution, and in compliance with applicable data protection laws and any DPA.

4.7 Measurement Interruptions and Changes

(a) If the Source of Truth becomes unavailable, materially inaccurate, or otherwise not reasonably usable due to factors outside ManyBoost's control (including outages, vendor issues, changes in platform policies, or changes introduced by the Advertiser), ManyBoost may, acting reasonably and in good faith: (i) pause delivery; (ii) use alternative temporary measurement methods agreed with the Advertiser; or (iii) defer billing until the Source of Truth is restored, as appropriate.

(b) The Advertiser shall not materially change attribution settings, event definitions, postback configurations, or tracking logic during an active campaign in a manner that would reasonably be expected to impact measurement or billing without prior written notice to

ManyBoost. Any such change may require a campaign reset, revised IO terms, or temporary pause.

5. INVALID TRAFFIC, FRAUD & QUALITY ADJUSTMENTS

5.1 Broad Definition; Policy-Based Controls

(a) Without limiting the definitions in Section 1, Invalid Traffic, Fraud, and Non-Compliant Traffic may include any traffic, Events, or user activity that is artificial, manipulated, misattributed, generated in breach of the Agreement, or otherwise not genuine or compliant, including (without limitation) the examples listed in Section 1.4 and any additional restrictions set out in the IO or Related Documents (including any Traffic Quality and Anti-Fraud Policy).

(b) ManyBoost may apply commercially reasonable traffic quality controls and fraud prevention measures, which may include automated detection, pattern analysis, device/network signals, postback validation checks, and manual review. Such controls are operational processes and do not constitute a guarantee that IVT/Fraud will not occur, unless expressly stated in an IO.

5.2 Right to Reject, Remove, Adjust and Withhold

(a) ManyBoost may, acting reasonably and in good faith and based on reasonable indications (including Source of Truth flags, abnormal patterns, third-party fraud signals, or other available evidence), do any of the following in respect of affected Events:
  1) reject Events from billable counts;
  2) remove Events from invoices or reconciliation statements;
  3) apply downward adjustments to billable Events and/or Fees;
  4) withhold invoicing for affected Events pending investigation; and/or
  5) reverse previously billed amounts (clawback) or issue a credit note in respect of affected Events, where applicable.

(b) Delivery, optimisation, or continued campaign operation shall not constitute acceptance of IVT/Fraud/Non-Compliant Traffic, nor waive ManyBoost's rights to apply adjustments in accordance with the Agreement.

(c) Any additional, campaign-specific invalid traffic rules (e.g., incentives prohibited, proxy/VPN prohibited, chargeback windows, KYC completion required, deposit validation, etc.) shall be set out in the IO and will apply in addition to this Section 5.

5.3 Investigation Procedure

(a) If either party reasonably suspects that IVT/Fraud/Non-Compliant Traffic has occurred in relation to a campaign, it shall notify the other party in writing (a "Fraud/IVT Notice")

without undue delay, describing the basis for suspicion and identifying the affected campaign(s), period(s), and (where available) relevant breakdowns.

(b) Following a Fraud/IVT Notice, the parties shall cooperate in good faith to investigate the matter. This includes sharing reasonably necessary information available to each party, such as:
  1) Source of Truth extracts and breakdowns (e.g., by sub-ID, publisher ID, placement, GEO, device/OS, timestamp);

    aggregated anomaly indicators (e.g., conversion spikes, abnormal CTIT distributions, repetitive device/network clusters); and
  2) where available and legally shareable, identifiers (e.g., click IDs, device IDs, transaction IDs, CRM references), subject to data minimisation and applicable data protection requirements.

(c) The Advertiser shall provide, or procure, access to the Source of Truth data reasonably necessary for the investigation, to the extent such data is available to the Advertiser. The Advertiser is not required to provide data that it does not have access to, is prohibited from sharing, or cannot reasonably obtain; however, failure to provide reasonably available supporting extracts may limit the Advertiser's ability to substantiate a dispute or objection.

(d) Unless otherwise specified in the IO, ManyBoost will use commercially reasonable efforts to complete its initial review and inform the Advertiser of its preliminary assessment within ten (10) Business Days after receiving the reasonably necessary information for review.

(e) Upon completion of the review (or earlier where evidence is sufficient), ManyBoost may issue an adjustment notice setting out the proposed exclusion/adjustment and the basis for it. The parties will implement agreed adjustments in the reconciliation/invoicing process.

5.4 Standard of Evidence; Reasonable Determination

(a) The parties acknowledge that fraud and invalid traffic determinations in digital advertising are often based on probabilistic indicators, aggregate patterns, and vendor flags rather than definitive proof for each individual Event. Accordingly, ManyBoost may make determinations and apply adjustments reasonably and in good faith based on the information available to it at the time.

(b) Unless expressly required by the IO, the absence of certain identifiers (e.g., click ID or device ID) shall not, by itself, prevent an IVT/Fraud review or adjustment, provided ManyBoost has other reasonable indications supporting its determination.

(c) Where the Source of Truth flags or excludes Events as fraudulent/invalid (or otherwise not attributable), ManyBoost may rely on such flags/exclusions for adjustment purposes, subject to Sections 5 (reconciliation) and 6 (procedure).

5.5 Payment Treatment During IVT/Fraud Review

(a) Any undisputed portion of an invoice remains payable in accordance with the Agreement notwithstanding an IVT/Fraud review.

(b) The Advertiser may withhold only the portion of Fees that is reasonably disputed and properly documented in accordance with Section 5.4 and this Section 6, and shall pay all undisputed amounts by the due date.

(c) The parties shall use good faith efforts to resolve IVT/Fraud matters promptly. If the parties cannot resolve the matter within a reasonable period, either party may exercise its termination rights under Section 12, without prejudice to any other remedies.

5.6 Non-Compliant Traffic and Breach Consequences

(a) Any intentional Fraud, repeated IVT, or material non-compliance with the IO or the Agreement may constitute a material breach.

(b) Without limiting any other rights, ManyBoost may (acting reasonably):
    (i) pause or terminate affected campaigns immediately;
    (ii) reject or reverse affected Events;
    (iii) require corrective measures (e.g., traffic source changes, creative changes, GEO blocks).

5.7 Records

ManyBoost may retain records and analysis outputs reasonably necessary to support IVT/Fraud determinations and adjustments, subject to confidentiality and data protection obligations.

6. PRICING, INVOICING & PAYMENT

6.1 Rates; Fees

(a) Fees, Rates, Cost Model(s), budgets, caps, and any applicable minimum commitments (if any) shall be as set out in the applicable IO. No Fees shall be owed except as expressly provided in an IO and in accordance with the Agreement.

(b) Fees shall be calculated based on: (i) validated billable Events recorded by the Source of Truth (Section 4); (ii) the applicable Rate(s) and Cost Model(s) in the IO; and (iii) any exclusions and adjustments under Sections 4 and 5.

(c) Except for properly disputed amounts raised in accordance with Section 4.4 and Section 5, the Advertiser shall not withhold, set off, or deduct any amounts from payments due to ManyBoost.

6.2 Invoicing Frequency; Invoice Content

(a) Unless otherwise specified in the IO, ManyBoost shall invoice the Advertiser on a **monthly** basis for each Billing Period following reconciliation or deemed acceptance under Section 4.3.
(b) Invoices may include the campaign/IO reference, Billing Period, Cost Model, Rates, and a summary of billable Events and applicable adjustments. Detailed event-level data may be provided where available and appropriate, subject to data minimisation and confidentiality.

(c) ManyBoost may issue invoices electronically (including PDF) to the billing contact(s) designated by the Advertiser.

6.3 Payment Terms

(a) Unless otherwise specified in the IO, all invoices are due and payable **net 30 days** from the invoice date.

(b) The Advertiser's payment obligations are not contingent upon the completion of the Advertiser's internal approvals, procurement processes, or any third-party confirmations, provided that reconciliation has occurred or has been deemed accepted under Section 4.3.

(c) Payments shall be made by bank transfer to the account specified on the invoice (or such other method as the parties may agree in writing).

6.4 Currency; Bank Fees; Taxes; Withholding

(a) Invoices shall be issued in the currency specified in the IO (e.g., USD or EUR). If no currency is specified, the default currency shall be USD.

(b) The Advertiser shall pay all bank charges, transfer fees, intermediary bank fees, and similar costs so that ManyBoost receives the full invoiced amount in cleared funds (**"all fees borne by payer"**).

(c) Fees are exclusive of any applicable taxes (including VAT or similar indirect taxes), which shall be added to the invoice where required by law, unless the IO expressly states otherwise.

(d) If the Advertiser is required by law to withhold or deduct any tax from payments to ManyBoost, the Advertiser shall:
    (i) promptly notify ManyBoost in writing;
    (ii) cooperate in good faith to apply any available treaty relief or exemptions; and

(iii) gross up the payment such that ManyBoost receives the full amount it would have received absent such withholding, unless the parties expressly agree otherwise in writing.

The Advertiser shall provide official receipts or documentation evidencing any withholding.

6.5 Disputed Amounts

(a) The Advertiser may dispute an invoice only to the extent it relates to a properly raised dispute in accordance with Section 4.4 (and, where applicable, Section 5). Disputes must be raised within the applicable dispute window.

(b) The Advertiser must pay all undisputed amounts by the applicable due date notwithstanding any dispute.

(c) The Advertiser shall not withhold payment of the entire invoice where only a portion is in dispute.

6.6 Suspension for Non-Payment

(a) If the Advertiser fails to pay any undisputed amount when due, ManyBoost may, upon written notice (email sufficient), **suspend** performance of the Services, pause campaigns, and/or withhold further delivery until all overdue amounts are paid in full.

(b) ManyBoost shall not be liable for any under-delivery, performance impact, loss of opportunity, or other consequences arising from a suspension exercised in accordance with this Section 6.6.

(c) Resumption of Services following suspension may require a reasonable ramp-up period and may be subject to revised caps, budgets, or other parameters due to inventory availability and market conditions.

6.7 Late Payment Interest; Recovery Costs

(a) Any overdue amount shall accrue interest from the due date until paid in full at a rate of **1.5% per month** (or the maximum rate permitted by applicable law, if lower).

(b) The Advertiser shall reimburse ManyBoost for reasonable costs incurred in collecting overdue amounts, including reasonable legal fees, court fees, and collection agency fees (where used).

6.8 Credits; Rebates; Adjustments

Any credits, rebates, or fee adjustments (including those relating to IVT/Fraud) shall be applied via credit memo, invoice offset, or other method reasonably determined by ManyBoost, unless otherwise specified in the IO.

7. COMPLIANCE, RESTRICTED VERTICALS & ADVERTISING STANDARDS

7.1 General Compliance Obligations

(a) Each party shall comply with all applicable laws, regulations, self-regulatory codes, and platform/publisher policies applicable to its performance under the Agreement. The Advertiser is solely responsible for ensuring that its products/services, offers, and marketing claims are lawful and permitted in each GEO and channel used for the campaign, including where the campaign involves regulated or restricted sectors.

(b) The Advertiser acknowledges that delivery may be subject to third-party requirements (including app store rules, ad network/DSP policies, publisher rules, influencer platform policies, and brand safety standards). ManyBoost may implement reasonable restrictions necessary to comply with such requirements.

(c) The Advertiser shall not instruct or request ManyBoost to circumvent applicable law, sanctions, platform policies, or enforcement actions, including by disguising creatives, using misleading cloaking, or employing prohibited routing practices.

7.2 Advertising Standards; Prohibited Claims and Practices

(a) The Advertiser shall ensure that all creatives, copy, landing pages, and campaign messaging are truthful, accurate, substantiated, and not misleading. Without limitation, the following are prohibited unless expressly permitted by applicable law and specifically approved by the Advertiser's compliance team (and reflected in the IO where relevant):
   1) "guaranteed profit", "risk-free", "guaranteed returns", "instant approval", "no verification", "free money" or similar claims;
   2) misleading scarcity/urgency claims (e.g., false "limited time", false "approved by regulator");
   3) deceptive pricing, hidden fees, or misrepresentation of material terms;
   4) misrepresentation of endorsements, testimonials, or affiliations.

(b) The Advertiser shall specify any prohibited audience segments, age restrictions, GEO restrictions, and other targeting limitations (including any restrictions relating to minors, vulnerable groups, or restricted categories). ManyBoost shall implement such restrictions as reflected in the IO and the Advertiser's written instructions; however, the Advertiser acknowledges that targeting controls may be limited by third-party platforms and inventory sources.

(c) Where required by law, policy, or the Advertiser's internal standards, creatives must include appropriate disclosures, disclaimers, and risk warnings (including, where applicable, financial promotion disclaimers and risk disclosures for crypto/financial products). The Advertiser is responsible for providing the required disclosure language and for approving its placement and format.

(d) Unless expressly permitted in the IO, the Advertiser shall not require or permit: (i) unauthorised bidding on third-party trademarks; (ii) impersonation, misleading "official" claims; or (iii) use of third-party marks in ways that violate platform policies or applicable law.

7.3 Restricted Verticals (FinTech/Crypto and Other Regulated Sectors)

(a) If the Advertiser's campaign relates to regulated or restricted sectors (including, by way of example, financial services, cryptoassets, exchanges, lending, payments, gambling, health/medical services, pharmaceuticals, or age-restricted products), the Advertiser shall:
1) provide ManyBoost with all material compliance requirements and restrictions applicable to the campaign;
2) confirm that it holds all required licences/authorisations for marketing and providing such products/services in each applicable GEO; and
3) provide evidence of such licences/authorisations upon request (to the extent reasonably available).

(b) For FinTech/crypto campaigns (including exchanges and wallet products), the Advertiser shall ensure that campaign messaging complies with applicable financial promotion regimes, consumer protection rules, and platform restrictions, including any requirements regarding risk warnings, prohibited claims, and restrictions on incentivisation or referral mechanics.

(c) Where incentivised or rewarded traffic is used (if applicable), such traffic must be expressly permitted in the IO and must comply with applicable law and platform policies. Unless explicitly allowed in the IO, incentivised/rewarded traffic is **prohibited** for the campaign.

7.4 Sanctions, Export Controls and Restricted Geographies

(a) The Advertiser represents and warrants that it does not request, and will not instruct ManyBoost to deliver, campaigns in violation of applicable sanctions, export controls, or trade restrictions.

(b) The Advertiser shall specify in the IO (or in written instructions) any restricted or prohibited geographies, audiences, or persons for the campaign, including any restrictions arising from sanctions or internal compliance policies. ManyBoost may rely on such instructions and shall implement them using commercially reasonable efforts, recognising that certain third-party inventory sources may have limitations.

(c) ManyBoost may refuse to run, or may pause/terminate, any campaign or GEO that ManyBoost reasonably believes may create sanctions, export control, or other regulatory risk.

7.5 Compliance Review; Right to Suspend/Stop Campaigns

(a) ManyBoost may request, and the Advertiser shall reasonably provide, compliance confirmations, approvals, or supporting documentation (e.g., licence/authorisation confirmations, approved copy, required disclaimers) where ManyBoost reasonably believes such documentation is necessary to mitigate regulatory or platform risk.

(b) ManyBoost may, acting reasonably and in good faith, immediately pause, suspend, or stop delivery (in whole or in part) where ManyBoost determines that continued delivery:
     (i) may violate applicable law, regulation, sanctions, or platform policies;
     (ii) poses a material risk of enforcement action, platform suspension, partner termination, reputational harm, or third-party claims; or
     (iii) is inconsistent with the IO, these Terms, or the Advertiser's compliance instructions.

(c) ManyBoost shall not be liable for any under-delivery, performance impact, or losses arising from a pause/suspension implemented under this Section 7.5, provided ManyBoost acts reasonably and in good faith.

(d) Pausing or stopping a campaign under this Section 7.5 shall not relieve the Advertiser of its obligation to pay for valid, billable Events delivered prior to the effective pause/stop date, subject to Sections 4 and 5.

7.6 Cooperation and Remediation

If a compliance issue arises, the parties shall cooperate in good faith to implement remediation steps, which may include creative revisions, GEO restrictions, targeting adjustments, additional disclosures, or changes to delivery methods. If remediation is not feasible or timely, ManyBoost may terminate the affected IO in accordance with Section 11.

8. INTELLECTUAL PROPERTY, CREATIVE MATERIALS & BRAND USE

8.1 Ownership

(a) As between the parties, the Advertiser retains all right, title, and interest in and to: (i) its trademarks, service marks, trade names, logos, brand features, domain names, and other brand identifiers; (ii) all creatives, copy, artwork, videos, images, audio, text, landing pages, offers, and other materials provided by or on behalf of the Advertiser for use in connection with the campaign(s) (collectively, **"Advertiser Materials"**); and (iii) any associated intellectual property rights therein.

(b) As between the parties, ManyBoost retains all right, title, and interest in and to its technology, Platform (if any), dashboards, templates, processes, methodologies, optimisation know-how, reporting formats, proprietary tools, and any materials developed independently by ManyBoost (collectively, **"ManyBoost Materials"**), including any intellectual property rights therein.

(c) Except as expressly set out in the Agreement, nothing transfers ownership of either party's intellectual property to the other.

8.2 Licence to Use Advertiser Materials

(a) The Advertiser grants to ManyBoost (and its subcontractors and Traffic Sources solely to the extent necessary to perform the Services) a non-exclusive, worldwide, royalty-free, revocable (in accordance with Section 11), non-transferable licence during the term of the applicable IO to host, store, reproduce, distribute, transmit, display, perform, and otherwise use the Advertiser Materials **solely** for the purpose of providing the Services and running the campaign(s) under the Agreement.

(b) The licence in Section 8.2(a) does not permit ManyBoost to use the Advertiser Materials for any purpose unrelated to the campaign(s), including marketing ManyBoost's own services, unless the Advertiser provides prior written consent.

(c) The Advertiser represents and warrants that it has obtained all rights, licences, consents, and permissions necessary to grant the licence in this Section 8.2, including for any third-party content, music, images, endorsements, and trademarks included in the Advertiser Materials.

8.3 Modifications; Creative Integrity

(a) ManyBoost shall not materially modify the Advertiser Materials without the Advertiser's prior written approval. For clarity, "material modifications" include changes to core claims, offers, pricing, required disclosures, branding, or any compliance-sensitive content.

(b) Notwithstanding Section 8.3(a), ManyBoost may make non-material, technical, or formatting adjustments that do not change the substantive meaning or compliance position of the Advertiser Materials, including resizing, compression, file type conversion, cropping for placement requirements, adding tracking parameters, or adapting aspect ratios, in each case solely to enable delivery across placements and in accordance with the Advertiser's brand guidelines and applicable platform specifications.

(c) Where the Advertiser provides required disclaimers or risk warnings, ManyBoost shall implement them as provided and shall not alter their substance without the Advertiser's written approval.

8.4 Use of ManyBoost Name, Logo and Publicity

(a) All right, title, and interest in ManyBoost's trademarks, service marks, trade names, logos, and brand features (**"ManyBoost Marks"**) remain exclusively with ManyBoost.

(b) The Advertiser shall not use, display, publish, or otherwise reference the ManyBoost Marks, or imply any endorsement, partnership, or affiliation with ManyBoost, without ManyBoost's prior written consent.

(c) Unless otherwise agreed in writing, ManyBoost may not publicly use the Advertiser's name or marks in marketing materials, case studies, or client lists without the Advertiser's prior written consent. Conversely, the Advertiser may not publicly use ManyBoost's name or marks without ManyBoost's prior written consent.

(d) Any press release or public announcement regarding the relationship or campaign(s) must be mutually approved in writing in advance.

8.5 Takedown; Post-Term Use

(a) Upon termination or expiry of an IO (or the Agreement), ManyBoost shall cease using the Advertiser Materials for campaign delivery, except to the extent reasonably necessary for: (i) reconciliation, invoicing, audit support, dispute resolution; (ii) compliance with legal obligations; or (iii) record-keeping consistent with Section 5.7 (records) and Section 10 (confidentiality).

(b) The Advertiser acknowledges that residual copies of Advertiser Materials may persist in backups, logs, or technical caches for a limited period in the ordinary course of business, provided such copies remain subject to confidentiality and are not used for campaign delivery after termination.

9. DATA PROTECTION & PRIVACY

9.1 General

(a) Each party shall comply with applicable data protection and privacy laws and regulations in connection with the performance of the Agreement, including any laws applicable to the collection, use, disclosure, and processing of personal data in the relevant GEOs and channels.

(b) The parties shall limit the personal data shared or processed under the Agreement to what is **reasonably necessary** to perform the Services (including campaign execution, measurement, reconciliation, fraud review, and billing) and shall not disclose or request unnecessary personal data.

9.2 Roles of the Parties

(a) The parties acknowledge that data protection roles (e.g., controller/processor or equivalent concepts) may vary depending on the specific campaign setup, data flows, and the Source of Truth, and shall be addressed in the applicable IO and/or the Data Processing Addendum.

(b) Unless otherwise agreed in writing:
   1) the Advertiser is typically the **controller** (or equivalent) of end-user personal data collected via the Advertiser's app, website, landing pages, or CRM and measured via the Source of Truth; and
   2) ManyBoost may act as a **processor/service provider** (or equivalent) with respect to personal data processed on behalf of the Advertiser solely for provision of the Services, to the extent personal data is processed by ManyBoost.

(c) Nothing in the Agreement relieves either party of its independent obligations under applicable data protection law.

9.3 Data Processing Addendum (DPA) and Privacy Policy

(a) Where ManyBoost processes personal data on behalf of the Advertiser as a processor (or equivalent), the parties shall enter into a separate **Data Processing Addendum ("DPA")**, which will be incorporated into the Agreement by reference. In the event of any conflict between the DPA and these Terms with respect to data protection matters, the DPA shall prevail.

(b) Where applicable, the parties acknowledge that ManyBoost may maintain a privacy policy describing its general privacy practices (**"Privacy Policy"**). The Privacy Policy does not override the DPA or campaign-specific obligations set out in the Agreement. The Advertiser remains responsible for providing appropriate notices to end users and obtaining any required consents for the Advertiser's own data collection and marketing activities.

9.4 Prohibited Data; No Special Categories Unless Agreed

(a) The Advertiser shall not provide, and ManyBoost shall not be required to accept, personal data that is not necessary for the Services, including personal data unrelated to measurement, fraud review, campaign optimisation, reconciliation, and billing.

(b) Unless expressly agreed in writing and addressed in the DPA with appropriate safeguards, the Advertiser shall not provide, and ManyBoost shall not process, any special categories of personal data or sensitive personal data (such as government identifiers, precise geolocation, biometric data, health data, or similar categories) in connection with the Services.

9.5 Security; Confidentiality of Data

(a) Each party shall implement appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, taking into account the nature of the processing and the risks involved.

(b) Each party shall ensure that access to personal data is limited to personnel and contractors who have a legitimate need to know for the purposes of performing the Agreement and who are bound by confidentiality obligations.

9.6 Cross-Border Transfers

To the extent personal data is transferred across borders in connection with the Services, the parties shall ensure such transfers are conducted in compliance with applicable law and, where required, are addressed in the DPA through appropriate transfer mechanisms and safeguards.

9.7 Data Retention

Each party shall retain personal data only for as long as necessary to perform its obligations and comply with applicable law. ManyBoost may retain limited data and records necessary for reconciliation, invoicing, dispute resolution, fraud prevention, and compliance purposes, subject to confidentiality and the DPA.

10. CONFIDENTIALITY

10.1 Confidential Information

(a) "**Confidential Information**" means any non-public information disclosed by or on behalf of one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in connection with the Agreement, whether disclosed orally, visually, electronically, or in writing, including without limitation: business, commercial, financial, pricing, campaign, customer, supplier, technical, operational, product, roadmap, strategy, data, know-how, trade secrets, and security information, as well as the terms of the Agreement, IOs, and any non-public performance data and reports.

(b) Confidential Information includes, without limitation: (i) Rates and commercial terms; (ii) campaign performance metrics and optimisation insights; (iii) Traffic Source identities and arrangements (to the extent non-public); (iv) platform access credentials and security procedures; and (v) any non-public information marked or reasonably understood to be confidential given its nature and the circumstances of disclosure.

10.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by written records:
(a) is or becomes publicly available through no breach of the Agreement by the Receiving Party;
(b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;
(c) is lawfully received from a third party without breach of any confidentiality obligation; or
(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

10.3 Confidentiality Obligations

The Receiving Party shall:
(a) use the Disclosing Party's Confidential Information solely for the purpose of performing or receiving the Services under the Agreement;
(b) keep the Disclosing Party's Confidential Information strictly confidential and protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care; and
(c) not disclose Confidential Information to any third party except as expressly permitted under Section 10.4.

10.4 Permitted Disclosures

(a) The Receiving Party may disclose Confidential Information to its employees, officers, directors, affiliates, agents, professional advisers, and contractors (collectively, **"Representatives"**) on a strict need-to-know basis, provided that such Representatives are bound by confidentiality obligations no less protective than those in this Section 10.

(b) ManyBoost may disclose Confidential Information to Traffic Sources and subcontractors solely to the extent necessary to perform the Services (e.g., creative delivery, technical integration, campaign execution), provided such parties are subject to confidentiality obligations consistent with industry standards.

(c) The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, court order, or governmental authority, provided that (to the extent legally permitted) it:
(i) gives the Disclosing Party prompt written notice of the required disclosure;
(ii) cooperates with the Disclosing Party (at the Disclosing Party's expense) to seek confidential treatment or to limit the scope of disclosure; and
(iii) discloses only the minimum amount of Confidential Information required.

10.5 No Publicity

Except as expressly permitted under Section 8.4 (Brand Use) or otherwise agreed in writing, neither party shall issue press releases or public announcements relating to the Agreement,

IOs, or the relationship between the parties, nor use the other party's name or marks in marketing materials, without the other party's prior written consent.

10.6 Return/Destruction

Upon written request by the Disclosing Party, the Receiving Party shall, within a reasonable time, return or destroy (at the Receiving Party's option) the Disclosing Party's Confidential Information in its possession or control, except that the Receiving Party may retain copies:
(a) as required by law or regulation;
(b) in routine backups not readily accessible; and/or
(c) as reasonably necessary for recordkeeping, dispute resolution, fraud prevention, invoicing, and compliance purposes, in each case subject to ongoing confidentiality obligations.

10.7 Duration

The obligations in this Section 11 shall commence upon first disclosure of Confidential Information and continue throughout the term of the Agreement and for **three (3) years** thereafter; provided that, for trade secrets, confidentiality obligations shall continue for so long as the information remains a trade secret under applicable law.

10.8 Remedies

Each party acknowledges that unauthorised disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages may be insufficient. Accordingly, the Disclosing Party shall be entitled to seek injunctive or equitable relief (in addition to any other remedies available at law) without the necessity of posting a bond or proving special damages.

11. TERM, SUSPENSION & TERMINATION

11.1 Term

(a) The Agreement shall commence on the Effective Date (being the earlier of: (i) the date the Advertiser first signs or accepts an IO; or (ii) the date ManyBoost begins providing the Services) and shall continue until terminated in accordance with this Section 12.

(b) Each IO shall remain in effect for the campaign term specified in that IO (or, if not specified, on an ongoing basis until terminated in accordance with this Section 11).

11.2 Suspension (General)

(a) Without limiting any other rights, ManyBoost may suspend or pause performance of the Services (in whole or in part), including pausing campaigns, where:

(i) the Advertiser fails to pay any undisputed amount when due (Section 6.6);

(ii) continued delivery may create material compliance, sanctions, platform, reputational, or fraud risk (Section 7.5);

(iii) tracking or measurement is materially impaired (Section 4.7);

(iv) the Advertiser fails to provide required materials, approvals, or access necessary for delivery (Section 3); or

(v) ManyBoost reasonably believes there is IVT/Fraud or material non-compliance requiring investigation (Section 5).

(b) Where practicable, ManyBoost will provide written notice (email sufficient) of the suspension and the reason. In urgent cases (e.g., compliance risk, suspected fraud, platform enforcement), ManyBoost may suspend immediately.

(c) ManyBoost shall not be liable for any under-delivery, performance impact, loss of opportunity, or other losses arising from a suspension exercised in accordance with the Agreement, provided ManyBoost acts reasonably and in good faith.

11.3 Termination for Convenience

(a) Unless otherwise specified in an IO, either party may terminate an IO (and/or the Agreement if no IOs remain in effect) **for convenience** upon **thirty (30) days'** prior written notice to the other party.

(b) Termination for convenience shall not affect any rights or obligations accrued prior to the effective termination date.

11.4 Immediate Termination (For Cause)

Either party may terminate the Agreement and/or any IO immediately upon written notice (email sufficient) if:

(a) The other party materially breaches the Agreement and fails to cure such breach within **ten (10) Business Days** after receipt of written notice specifying the breach (provided that breaches incapable of cure may be terminated immediately);

(b) The Advertiser fails to pay any undisputed amount within **five (5) Business Days** after receiving notice that payment is overdue (without prejudice to ManyBoost's suspension rights);

(c) The other party engages in, or is reasonably suspected of engaging in, fraud, unlawful conduct, or material non-compliance in connection with the campaign(s), including repeated IVT/Fraud issues or instructions that would cause the terminating party to violate law, sanctions, or platform policies;

(d) The other party becomes insolvent, enters liquidation, has a receiver appointed, makes an assignment for the benefit of creditors, or ceases (or threatens to cease) carrying on business; or

(e) Continued performance would, in the terminating party's reasonable opinion, create material regulatory, sanctions, or platform enforcement risk.

11.5 Effects of Termination

Upon expiry or termination of an IO and/or the Agreement:

(a) The Advertiser shall remain obligated to pay ManyBoost for all valid, billable Events delivered up to the effective termination date, as recorded by the Source of Truth and subject to reconciliation and adjustments under Sections 4 and 5, irrespective of the reason for termination.

(b) The parties shall complete reconciliation for the relevant Billing Period(s) in accordance with Section 4. Any credits, rebates, reversals, or adjustments (including IVT/Fraud-related) shall be applied in accordance with Sections 4, 5, and 6.8.

(c) ManyBoost will cease campaign delivery as of the effective termination date, subject to reasonable wind-down actions, technical latency, or platform processing times.

(d) The parties shall handle return/deletion of Confidential Information and materials in accordance with Sections 8.5 and 10.6, and personal data in accordance with Section 9 and the DPA.

(e) Sections which by their nature should survive termination shall survive, including without limitation Sections 4 (to the extent necessary for reconciliation and finality), 5 (IVT/Fraud adjustments), 6 (payment obligations), 8 (IP), 9 (data protection), 10 (confidentiality), about governing law and disputes.

12. WARRANTIES & DISCLAIMERS

12.1 Mutual Warranties

Each party represents and warrants that:

(a) it is duly organised, validly existing, and in good standing (where applicable) under the laws of its jurisdiction of formation;

(b) it has full power and authority to enter into and perform the Agreement; and

(c) the person accepting the IO and/or Agreement on its behalf is duly authorised to bind that party.

12.2 Advertiser Warranties (Re-statement)

Without limiting Section 3.4, the Advertiser represents and warrants that:

(a) its products/services, offers, creatives, and landing pages are lawful, compliant, and not misleading in all applicable jurisdictions and channels where delivered;

(b) it holds all required licences, approvals, and authorisations to market and provide its products/services; and

(c) it has all rights and permissions necessary to provide and license Advertiser Materials under Section 8.

12.3 Disclaimer of Warranties (ManyBoost)

(a) Except as expressly set out in the Agreement, the Services and any Platform (if provided) are provided **"as is"** and **"as available"**.

(b) To the maximum extent permitted by applicable law, ManyBoost disclaims all warranties, representations, and conditions, whether express, implied, statutory, or otherwise, including without limitation implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, and any warranties arising from course of dealing or usage of trade.

(c) ManyBoost does not warrant or guarantee any particular results, volumes, conversion rates, quality outcomes, ROAS, profitability, user retention, compliance outcomes, or other performance metrics unless expressly stated in an IO.

(d) ManyBoost does not warrant that any tracking, measurement, attribution, reporting, or analytics systems (including the Source of Truth, third-party platforms, networks, DSPs, publishers, app stores, or operating systems) will be accurate, complete, uninterrupted, or error-free, or that the outputs of such systems will be consistent over time.

12.4 No Legal, Tax or Regulatory Advice

Any compliance-related input, operational guidance, or best-practice suggestions provided by ManyBoost are for general informational and operational purposes only and do not constitute legal, tax, or regulatory advice. The Advertiser is solely responsible for obtaining its own legal and regulatory advice and ensuring compliance of its offers, creatives, and marketing activities.

12.5 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion of certain warranties. To the extent that applicable law does not permit the exclusion of certain warranties, the above exclusions shall apply to the maximum extent permitted and any non-excludable warranties shall be limited in duration and scope to the minimum required by law.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Consequential and Indirect Damages

To the maximum extent permitted by applicable law, **in no event** shall either party be liable to the other party for any **indirect, consequential, incidental, special, exemplary, or punitive damages**, or for any loss of: profits, revenue, business, goodwill, reputation, opportunity, anticipated savings, or data, arising out of or in connection with the Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.

13.2 Liability Cap

To the maximum extent permitted by applicable law, **each party's total aggregate liability** arising out of or in connection with the Agreement (including all IOs), whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the **Fees actually paid** by the Advertiser to ManyBoost **under the relevant IO(s) giving rise to the claim** in the **six (6)** months immediately preceding the event giving rise to the claim.

13.3 Allocation of Risk; Third-Party Dependencies

The parties acknowledge that the Fees reflect the allocation of risk under the Agreement and that the Services rely on third-party platforms and systems (including publishers, networks, DSPs, MMPs, app stores, and operating systems) over which ManyBoost may not have control. Accordingly, ManyBoost shall not be liable for losses arising from third-party outages, policy changes, measurement discrepancies, or other third-party acts/omissions, except to the extent caused by ManyBoost's breach of the Agreement.

13.4 Carve-Outs

Nothing in the Agreement shall limit or exclude a party's liability for:
(a) **fraud**;
(b) **wilful misconduct** or **intentional wrongdoing**; or
(c) any liability that cannot be limited or excluded under applicable law.

13.5 Claims Time-Bar

No action, claim, or proceeding arising out of or relating to the Agreement may be brought more than **twelve (12) months** after the cause of action arose, except where prohibited by applicable law or where the claim relates to fraud.

13.6 Mandatory Consumer/Statutory Rights

If applicable law provides mandatory rights or remedies that cannot be excluded, the limitations in this Section 13 shall apply to the maximum extent permitted by such law.

14. INDEMNITIES

14.1 Advertiser Indemnity (Primary)

The Advertiser shall defend, indemnify, and hold harmless ManyBoost, its affiliates, and each of their respective directors, officers, employees, agents, and subcontractors (collectively, **"ManyBoost Indemnitees"**) from and against any and all claims, demands, actions, proceedings, investigations, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) The Advertiser's products, services, offers, or business activities, including any allegation that the Advertiser's product/service is unlawful, unlicensed, deceptive, or otherwise non-compliant in any GEO where the campaign is delivered;

(b) Any Advertiser Materials, including creatives, copy, brand claims, required disclosures, landing pages, app store listings, and any content supplied or approved by the Advertiser, including any allegation of false advertising, misleading claims, unfair competition, consumer protection violations, or failure to include required disclaimers;

(c) Any allegation that the Advertiser Materials infringe, misappropriate, or otherwise violate any intellectual property rights (including trademarks, copyrights) or any publicity, privacy, or moral rights of any third party;

(d) Any breach by the Advertiser (or its Representatives) of Section 7 (Compliance, Restricted Verticals & Advertising Standards), including any sanctions/export controls violations or prohibited targeting allegations, or failure to obtain required regulatory approvals;

(e) Any breach by the Advertiser of applicable data protection laws or its obligations under Section 9 and/or the DPA, including any allegation that the Advertiser failed to provide required notices, obtain required consents, or lawfully process end-user data;

(f) Any claim arising from the Advertiser's instructions, specifications, restrictions, or omissions (including incorrect Event definitions, tracking configuration, or compliance instructions) that cause non-compliance, mismeasurement, user harm, or third-party claims;

(g) Any end-user complaints, disputes, chargebacks, refunds, or regulatory enquiries relating to the Advertiser's product/service (including KYC/AML, deposit, payout, or account access disputes), except to the extent caused solely by ManyBoost's breach of the Agreement.

14.2 Indemnity Procedure

(a) The indemnified party shall provide the indemnifying party with prompt written notice of any claim for which indemnity is sought; provided that failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure.

(b) The indemnifying party shall have the right to control the defence and settlement of the claim using counsel reasonably acceptable to the indemnified party. The indemnified party shall reasonably cooperate in the defence at the indemnifying party's expense.

(c) The indemnifying party shall not settle any claim in a manner that: (i) imposes any admission of liability or wrongdoing on the indemnified party; (ii) imposes injunctive or other non-monetary obligations on the indemnified party; or (iii) adversely affects the indemnified party's rights, without the indemnified party's prior written consent (not to be unreasonably withheld or delayed).

15. MISCELLANEOUS

15.1 Assignment

(a) The Advertiser may not assign, transfer, novate, or otherwise dispose of any of its rights or obligations under the Agreement (including any IO), whether by operation of law or otherwise, without ManyBoost's prior written consent.

(b) ManyBoost may assign, transfer, or novate the Agreement (in whole or in part) to: (i) an affiliate; or (ii) a successor in connection with a merger, reorganisation, sale of substantially all assets, or similar transaction, upon written notice to the Advertiser. Any other assignment by ManyBoost shall not be unreasonably withheld, conditioned, or delayed by the Advertiser.

(c) The Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

15.2 Subcontracting

(a) ManyBoost may subcontract or delegate performance of all or any part of the Services to third parties (including Traffic Sources) as reasonably necessary to provide the Services.

(b) ManyBoost remains responsible for performance of the Services in accordance with the Agreement, subject to the limitations and exclusions herein.

15.3 Force Majeure

(a) Neither party shall be liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by events beyond its reasonable control, including without limitation: acts of God, natural disasters, war, terrorism, civil unrest, strikes or labour disputes, epidemics/pandemics, governmental actions, sanctions, changes in law, internet outages, major platform outages, cyberattacks, or failures of third-party networks or service providers (**"Force Majeure Event"**).

(b) The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

(c) If a Force Majeure Event continues for more than **thirty (30) days**, either party may terminate the affected IO upon written notice without liability (subject to payment obligations for Services delivered prior to termination).

15.4 Notices

(a) Any notice under the Agreement shall be in writing and shall be deemed valid if delivered by: (i) email to the notice email addresses specified in the IO; and/or (ii) courier/registered mail to the addresses specified in the IO.

(b) Notices sent by email shall be deemed received when sent (provided no bounce-back or delivery failure notice is received), or on the next Business Day if sent outside normal business hours of the recipient's principal place of business.

(c) Each party may change its notice details by providing written notice to the other party.

15.5 Entire Agreement; Amendments; Waiver

(a) The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous discussions, proposals, representations, and understandings, whether oral or written.

(b) Any amendment to the Agreement must be in writing and signed (including electronically) by authorised representatives of both parties, except that an IO may be updated or replaced by mutual written agreement.

(c) No failure or delay by either party to exercise any right shall operate as a waiver. Any waiver must be in writing and shall apply only to the specific instance.

15.6 Relationship; No Third-Party Beneficiaries

(a) The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency (except as necessary to perform the Services), employment, or fiduciary relationship.

(b) The Agreement confers no rights on any person or entity other than the parties, except as expressly stated (including indemnified parties).

15.7 Severability

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith a valid, enforceable provision that most closely reflects the original intent.

15.8 Counterparts; Electronic Execution

The Agreement and any IO may be executed in counterparts and by electronic signature (including via e-signature platforms or exchange of signed PDF copies), each of which shall be deemed an original and all of which together shall constitute one instrument.

16. GOVERNING LAW & DISPUTE RESOLUTION

16.1 Governing Law

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of the **Abu Dhabi Global Market (ADGM)**.

16.2 Arbitration Election

Any dispute arising out of or in connection with the Agreement may be finally resolved by arbitration seated in the ADGM, in English, by one (1) arbitrator, under arbitration rules agreed by the parties in the IO (or, if not specified, under a reputable institutional framework mutually agreed at the time of dispute).