

Welcome and thank you for your interest in the Yieldbooster® UPR Migration Wizard (“**Services**”).

The Services are provided by Intowow Innovation Limited, a company duly incorporated under the laws of the British Virgin Islands with registered offices at Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands (“**Intowow**”). You and Intowow shall be referred to each as a “**Party**” and collectively as the “**Parties**”.

By using the Services, you are agreeing to this Terms of Service (“**Agreement**”). Please read the Agreement carefully.

## 1. Accessibility and Authorization

1.1 You may access and use the Services solely for the purposes of migration for your own and/or operated Google Ad Manager Network to unified pricing rules on Google Ad Manager. By authorizing to the Services, you hereby grant Intowow the non-exclusive authorization to access your Google Ad Manager Network via the Google Ad Manager API under the Oauth 2.0 protocol for the purpose of collecting relevant reporting data and/or information that enables Intowow to deliver the Services in full.

## 2. Implementation

2.1 Intowow reserves the right to modify or suspend the Services in whole or in part at any time if Intowow believes such modification is reasonably necessary in order to comply with applicable laws or industry regulations, including but not limited to the requirements of any self-regulatory program or framework, to avoid or limit liability, to prevent errors or any other harm with respect to the Services or other properties, services, websites and applications serviced by the Services, or to respond to your material breach of this Agreement as determined by Intowow.

## 3. Service Data

3.1 Intowow may collect and receive Service Data. The collection, utilization and access to Service Data are solely to the extent and for the purpose of performing Intowow's obligations and delivering the Services under the Agreement. Intowow shall safeguard any Service Data against unauthorized access or use.

3.2 Intowow shall not, without your prior written consent, sell, license, lease or otherwise transfer Service Data to any third party.

## 4. Intellectual Property and Ownership

4.1 Intowow retains all rights, titles and interest in and to the Services and any materials created, developed or provided by Intowow in connection with this Agreement, including but not limited to all Intellectual Property Rights related to each of the foregoing.

## 5. Representation and Warranty

5.1 The Parties represent and warrant that the Parties have the full power and authority to enter into this Agreement.

5.2 The Parties covenant that the execution of this Agreement and performance of The Parties’ obligations under this Agreement do not violate any other agreement to which either is a party.

5.3 The Parties covenant that this Agreement constitutes a legal, valid and binding obligation upon execution.

## 6. Your Obligations

6.1 Publisher shall not have or allow any third party to:

- A. create derivative works based on the Services;
- B. modify, remove, or obscure any proprietary notices or legends that appear on the Services or during the use and operation thereof;

- C. copy, distribute, rent, lease, lend, sublicense, transfer or make the Services available to any third party;
- D. decompile, reverse engineer, or disassemble the technology used in the Services;
- E. create or attempt to create a substitute or similar service or product through use of or access to any of the Services or proprietary information related thereto.

6.2 Intowow shall not be liable for Publisher's non-performance of Publisher's obligation set forth in this Section.

## 7. Confidentiality

7.1 "Confidential Information" means Service Data and any and all information, including but not limited to the features and functionality of the Services, that is disclosed by Intowow to you, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as confidential, or with some similar designation, or if disclosed orally, is identified as being proprietary and/or confidential at the time of disclosure, or under the circumstances and nature of the information would be reasonably deemed to be confidential.

7.2 The Parties shall not use Confidential Information except as necessary to exercise its rights or perform its obligations under this Agreement. The Parties shall not disclose Confidential Information to any third party except to those of its representatives, officers, employees, or consultants that need to know such Confidential Information for the purposes of this Agreement, provided that each of such representatives, officers, employees, or consultants is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective of Confidential Information as those set forth herein. The Parties shall be jointly and severally liable with their representatives, officers, employees, or consultants that breach of the confidential obligation in this Section.

7.3 Confidential Information shall not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by Publisher; (b) is rightfully known by Publisher at the time of disclosure without an obligation of confidentiality; (c) is independently developed by you without use of the Confidential Information; or (d) is rightfully obtained by you from a third party without restriction on use or disclosure.

7.4 The Parties shall use reasonable efforts to maintain the confidentiality of all Confidential Information in its possession or control, where such reasonable effort shall in no event less than the efforts you ordinarily uses with respect to your own proprietary information of similar nature and importance. Notwithstanding the foregoing, the Confidential Information may be disclosed by you only pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to contest such order or requirement.

## 8. Termination

8.1 Either Party may terminate this Agreement if the other Party is in material breach of any obligation, covenants, representation or warranty hereunder and fails to amend such material breach (if capable of cure) within 14 days after receiving notice of the breach from the non-breaching Party.

8.2 Either Party may terminate immediately upon notice at any time if:

- A. the other Party files a petition for bankruptcy or is adjudicated as bankrupt;
- B. a receiver is appointed over all or substantially all of the other Party's assets or business;
- C. the other Party is dissolved or liquidated; or
- D. the other Party discontinues its business.

8.3 Upon termination or expiration of this Agreement, all licenses granted herein shall be terminated and you shall discontinue all use of the Services.

8.4 Section 7, 9, 10, 11, 12, 13 and 14 shall survive the termination or expiration of this Agreement.

## 9. NO PUNITIVE DAMAGE

INTOWOW SHALL NOT BE LIABLE TO PUBLISHER OR ANY THIRD PARTY FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT

NOT LIMITED TO THE LOSS OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER OR NOT INTOWOW WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES

## **10. LIMITATION OF LIABILITY**

INTOWOW SHALL IN NO EVENT BE LIABLE FOR

10.1 ANY INFRINGEMENT CLAIMS ARISING OUT OF THE COMBINATION OF THE INTOWOW SERVICE OR USE WITH OTHER HARDWARE, SOFTWARE OR OTHER ITEMS NOT PROVIDED BY INTOWOW TO THE EXTENT SUCH INFRINGEMENT WOULD NOT HAVE OCCURRED ABSENT SUCH COMBINATION OR USE; OR

10.2 ANY UNAUTHORIZED MODIFICATION OF THE INTOWOW SERVICES.

## **11. DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, INTOWOW MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND INTOWOW EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES DEALING OR PERFORMANCE HEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INTOWOW AND ITS DIRECTORS, SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE RESULTS OF USING INTOWOW SERVICE, THE FUNCTIONS CONTAINED IN THE INTOWOW SERVICES OR INTOWOW SOFTWARE WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THEY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **12. Miscellaneous**

12.1 Section headings are for reference purposes only, and should not be used in the interpretation hereof. No provision of this Agreement shall be construed against either Party as the drafter thereof.

12.2 This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either Party.

12.3 Any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, natural disaster, power outages and governmental restrictions.

12.4 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision is hereby declared to be separate, severable, and distinct.

12.5 The Parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. Neither Party shall have the right to obligate or bind the other Party in any manner whatsoever, nor nothing herein contained shall give, or is intended to give, any rights of any kind to any third party.

12.6 All notices under the terms of this Agreement shall be given in writing and sent by registered mail, internationally recognized carrier, or confirmed fax transmission, or delivered by hand to the address set forth on the first page herein. All notices are deemed to have been received when they are hand delivered, or after five business days of their mailing.

12.7 A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such Party's rights or deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12.8 This Agreement constitutes the entire agreement between the Parties. This Agreement is the complete and exclusive statement of the terms of the understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, commitments, proposals, representations, or communications, oral or written. The Parties shall not modify, amend or otherwise change this Agreement in any manner except by a written instrument executed by the Parties.

12.9 This Agreement shall be construed in accordance with and governed by the laws of the state of California and shall be interpreted thereunder. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration referred to the California International Arbitration Council (the "CIAC")<sup>i</sup> in accordance with the CIAC Arbitration Rules.

**Last Modified on August 20, 2019**