

Terms and Conditions

These Terms and Conditions (“Terms of Service”) entered into by and between Admixer EU GmbH (“Admixer or We”) and the publisher submitting an application (“Publisher or You”). These Terms of Service make up the “Agreement”, and govern Admixer’s provision to Publisher of access to and use of Admixer’s application programming interfaces and the Header Bidding solution (collectively the “Admixer HB”). The Header Bidding solution is provided for the purpose of selling, serving and displaying digital advertisements of various types (“Ads”) in and through Publisher’s properties (means (a) the website(s) or application(s) owned/ operated or contracted by Publisher, and (b) the websites or applications that are added or removed from the Publisher’s Properties during the Term). The services provided by Admixer are collectively, the “Services”. By accessing the Admixer HB or registering, enabling, or using any of the Services, you become a Publisher and agree to, and are bound by, the terms and conditions of this Agreement and Privacy Policy currently located at <https://admixer.com/privacy/> for as long as you continue to use the Admixer HB or Services. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE ADMIXER HB OR THE SERVICES.**

1. **Services.** Admixer will use commercially reasonable efforts to provide Publisher with the applicable Services which may include, as mutually agreed: (i) integrating and using the Admixer HB with the Publisher Properties directly; (ii) integrating and using the Admixer HB with one or more of Publisher’s Prebid-compatible demand sources; (iii) integrating and using the Admixer HB with third-party Prebid-compatible Ad server (iv) integrating and using the Admixer HB with Google AdManager (v) integrating and using the Admixer HB with Admixer HB Marketplace (vi) integrating and using the Admixer HB with Admixer.SSP and Admixer demand sources or demand sources managed by Admixer. The Parties will agree in writing (email to suffice) on: (A) the specific Services to be provided; and (B) the Publisher properties in respect of which they will be provided. Additional Services may be added at any time subject to mutual agreement of the Parties confirmed in writing (email to suffice) on the terms of this Terms of Service. As part of the Services, Admixer will provide reporting to Publisher and/or Demand sources as appropriate.
2. **Acknowledgements.** Publisher hereby acknowledges and agrees that, as applicable: (i) Admixer’s ability to provide the Services through one or more Demand Partners depends upon Publisher entering into appropriate Demand sources Agreements and Demand sources should be apply the Creative Acceptance Policy (the “Standards) described here: <https://docs.admixer.net/3/en/topic/creative-acceptance-policy>. These Standards are hereby incorporated into this Agreement by reference.; (ii) it is solely responsible for: (A) configuring the Admixer HB; (B) acquiring, installing and maintaining all connectivity, hardware, software and other equipment as may be necessary for it to: (x) connect to, access, and use the Services; and (y) nothing contained in this Terms of Services shall prohibit or limit Admixer’s right to provide services or products to other parties.
3. **Publisher acknowledges and agrees that the Header Bidding solution includes tools and services that involve Publisher’s ad server if applicable, and Publisher is solely responsible for (a) confirming such tools and services are compatible with Publisher’s ad server before enabling, and (b) satisfying Publisher’s guaranteed inventory commitments. Admixer will not be liable, and Publisher will not hold Admixer liable, for any guaranteed inventory not achieved by Publisher, including any obligation by Publisher to provide makegoods.**

In addition to the relevant acknowledgements and agreements above with respect to the Header Bidding solution, Publisher acknowledges and agrees that: (a) Admixer shall have the right to bid through its programming code (means HTML code advertisement rotator installed on the Publisher Properties. It contains unique for advertisement rotation system identifier (ID) assigned to the Publisher.on any Publisher’s properties made available by Publisher via the Header Bidding solution; (b) Admixer does not guarantee current, ongoing or future support or compatibility for all or any particular header tags by the Header Bidding solution; (c) Publisher shall be responsible for entering into contractual arrangements directly with demand sources other than Admixer or demand sources managed by Admixer, and Admixer shall have no responsibilities, obligations or liabilities with respect to those demand sources, their header tags or their ad content (including the collection or payment of any fees or charges associated with such demand sources, the right to make or receive makegoods, or any malware or similar code associated with such ad content); (d) to the extent that any such contractual arrangement with a demand source expires or is terminated, Publisher shall be solely responsible for changing the wrapper configuration to stop sending ad requests to such demand source; (e) Admixer may discontinue support for a particular header tag if requested to do so by the applicable header tag vendor, and in such case, Admixer will endeavor to provide Publisher with prompt notice of such discontinuance; and (f) Admixer will not be liable, and Publisher will not hold Admixer liable, for any Publisher’s properties not monetized by Publisher via header tags of other demand sources.

4. Term. This Agreement will be effective upon your acceptance of the Agreement by your use of the Admixer HB or the Services and continue in full force and effect until terminated by either party upon 48 hours' prior written notice to the other party. Admixer may immediately suspend Publisher's access to and use of the Service, or terminate this Agreement upon written notice, if Admixer determines, in its sole, reasonable discretion that: (a) Publisher has breached this Agreement; (b) Publisher's continued use of the Service could damage the Service, Admixer's business or reputation.

In the event of termination of this Agreement, Publisher shall immediately cease using the Services, and each party shall destroy or return to the other party all copies in any form of the other party's Confidential Information.

5. License by Publisher. Publisher hereby grants Admixer the non-exclusive, worldwide right and license to solicit and sell Ads on Publisher's designated Publisher's Properties ("Campaigns"), and to have such Ads served and displayed in Publisher's designated Publisher's Properties.
6. License by Admixer. During the Term, Admixer grants Publisher a non-exclusive, non-sublicensable right to access to the Services solely for purposes of (a) displaying advertisements on Publisher Properties through the Services, and (b) receiving reporting data made available via the Services for Publisher's internal business purposes. During the Term, Publisher hereby grants Admixer the right to serve advertisements on the Publisher Properties via the Services.

Except as expressly permitted in this Terms of Services, Publisher agrees not to: (i) reproduce or distribute the Service, or any portion thereof; (ii) use or authorize use of the Service for any purpose not specified in this Agreement; (iii) copy, transfer, sell, lease, syndicate, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Service or access thereto; or (iv) modify, prepare derivative works of, translate, reverse engineer, decompile, or disassemble the Service or any portion thereof, or attempt to do any of the foregoing.

The Services and all other materials and information provided by Admixer under this Terms of Services are owned by Admixer, and/or its third-party suppliers and licensors. This license confers no title or ownership in such materials and is not a sale of any rights to such materials. Admixer reserves all intellectual property rights not expressly granted to Publisher hereunder.

4. Adding Websites or Applications to Publisher Properties. Admixer shall retain absolute authority to reject any website or application forming the Publisher Properties at any time for any reason, effective upon written notice to Publisher.
7. Implementation. Publisher acknowledges that in order to implement the serving and display of Ads on Publisher's Properties, Publisher will integrate the Admixer HB.
8. Upon Admixer's reasonable request, Publisher shall provide Admixer with information about its Publisher's Properties to better market Ads on the Publisher's Properties. Such information includes, without limitation, subject matter, target audience demographic and geography, languages used, total downloads, monthly active users, monthly sessions, average session length and other key information that will enable Admixer to better market the Publisher's Properties for advertising campaigns.
9. Prohibited activities and content. Publisher shall use this Admixer HB in a loyal non-abusive manner. Publisher undertakes:
 - not to modify content of Ads and links
 - not to place Ads in newsgroups, message boards, blogs, unsolicited email and other types of spam, link farms, counters, chatrooms, guestbooks, IRC channels, instant messages or similar Internet resources without prior written consent of Admixer
 - not to generate clicks, installs, views and other actions using iframes, hidden frames, device or software or other similar tools, creating non-bona fide transactions
 - not to mislead end-users forcing click-through in any way
 - not to be engaged in fraudulent activity.

The term "Content" as used herein specifically includes any Publisher' properties, or other content or materials (including, but not limited to, text, graphics, photographs, images, illustrations, and audio or video clips) made available or submitted by Publisher in connection with the Services.

General Content Guidelines. No Content shall contain, or contain links to, any indecent, deceptive, defamatory, libelous, fraudulent, immoral, obscene or pornographic material, hate speech, viruses, trojan horses, worms, time bombs, cancel bots or other computer code or programming routines that are intended to damage, disable, interfere with, permit unauthorized access to, surreptitiously intercept or expropriate any system, data, software or personal information, or any material that violates any other applicable law, regulation or third party right. Admixer reserves the right to reject, suspend or remove any Publisher' properties that are in violation of the Content Requirements as determined by Admixer in its sole discretion. Prohibited content:

- Adult content - IAB25-3 (Pornography)
 - Misleading and deceptive ads - IAB 26-1 (Illegal Content)
 - Copyrighted materials - IAB26-4 (Copyright Infringement)
 - Counterfeit - IAB 26-4 (Copyright Infringement)
 - Drugs - IAB 26-1 (Illegal Content)
 - Endangered species products - IAB 26-1 (Illegal Content)
 - Hate content, violence, sensitive topics - IAB25-5 (Hate Content), IAB25-2 (Extreme Graphic/Explicit Violence)
 - Tobacco and related accessories - IAB9-9 (Cigars)
 - Unauthorized ticket sales - IAB26-1 (Illegal Content)
 - Weapons and related accessories - IAB26-1 (Illegal Content)
 - Incentivized clicks, downloads and videos: IAB25-7 (Incentivized)
10. Fees. Fees payable to Publisher under the Agreement (“Fees”) shall be payable monthly earnings for valid impressions filled by Admixer. Admixer warehouse commission 15% (commission is not charged when using Admixer HB to service direct contracts of the Publisher directly with demand sources other than Admixer or demand sources managed by Admixer). All information in the interfaces is displayed with the commission adjusted (minus the Admixer's commission) Fees received by Publisher shall be determined on the 5th of the month following the past month. Payments for Google AdManager shall be calculated using the final monthly financial report at the end of each month and reported to the Publisher by Admixer on the 20th of the month following the reporting month. Except as otherwise expressly set forth in these Terms of Service, Admixer’s records shall be the sole and authoritative source for the calculation of payments due to Publisher hereunder. Publisher has thirty (30) days from month end to report any discrepancy, otherwise Publisher waives such discrepancy and the amount payable shall be deemed accepted by Publisher. Admixer and Publisher will use reasonable efforts to resolve any discrepancy or question quickly and fairly. Admixer will maintain accurate records with respect to the calculation of all payments due by Admixer to Publisher under this Agreement.
 11. Admixer will pay Publisher within forty-five (45) days of receipt of Publisher’s request through Admixer HB. The Publisher submits a request for the past month no earlier than the 5th of the current month or 20th in case of Google AdManager. Admixer may make payments only when an outstanding balance exceeds US \$200.00 (or until termination of your Account). All payments will be made in U.S. dollars. Payments in other currencies can be agreed with Admixer by email. Payments are calculated solely based on records maintained by Admixer. To ensure proper payment, Publisher is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher’s account.
 12. Subject to the foregoing, Admixer will pay Publisher’s monthly earnings based on the payment details entered into Publisher’s Admixer account. Depending upon your payment details and the circumstances of those banking relationships, you may be responsible for certain bank fees associated with the transmission of payments from your Admixer account.
 13. Payment for the Services does not include taxes or government fees charged by tax authorities or in their favor, and Publisher shall pay all taxes or governmental fees, charged following the operations carried out by means of Services, including sales tax, value added tax, taxes on goods, services, use, transfer, gross revenue based on the tax on the content, tax on priority rights, excise and other taxes and fees. If the Service is subject to value-added tax (“VAT”) VAT in the amount applicable under statutory law Publisher shall paid it.
 14. For any activity Admixer suspect is fraudulent or otherwise non-compliant in the Service, Admixer must report such suspicions to Publisher within 90 business days from when the suspicious activity occurred. All such claims must be provided to Publisher together with reports from a recognized, industry third-party verification service/tool, detailing such suspicious activity (such as, Human (formerly WhiteOps), Picalate, Impact). Any revenue to be generated by fraudulent or non-compliant clicks will be withheld or refunded to Admixer.
In case of use Google AdManager MCM managed by Admixer we may request (and Publisher shall repay) any refund on fees associated with ad clicks and impressions or similar billing events that are determined by Google 's system to be fraudulent, suspect in quality, or unusable according to Google's advertising standards ("Refund-Eligible Deliverables"). Google's system will be the reasonable system of record for determining any such Refund-Eligible Deliverables. Within thirty (30) days after the end of each month, Admixer may request a refund for Refund-Eligible Deliverables and Publisher will deduct or provide a credit for such Refund-Eligible Deliverables from the next invoice provided to Publisher.
 15. Intellectual Property Rights. Admixer and/or its affiliates own and retain all right, title and interest in and to the Admixer Platform, including, but not limited to, all software, computer code, data, and other technologies

related to the Admixer Platform, any enhancements, modifications or derivative works thereto, any materials or data made accessible to Publisher by Admixer, and all intellectual property and proprietary rights of any kind, anywhere in the world, in and to all of the foregoing.

16. Disclaimers/Assumption of Risk. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ADMIXER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADMIXER DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE POPULARITY OF ANY INVENTORY, THE RESULTS OR EFFECTIVENESS OF ANY ADS, THE BENEFITS THAT PUBLISHER MAY OR MAY NOT OBTAIN FROM THIS AGREEMENT, THE USE OF THE SERVICES AND/OR ADVERTISING THROUGH ANY INVENTORY THROUGH USE OF THE ADMIXER HB, AND PUBLISHER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.
17. Personal data protection. Publisher shall provide Admixer with Publisher's regulations on personal data protection, including the requirements to obtain the informed consent. Publisher shall ensure – and instruct in writing each of its customers who may reasonably be expected to actually have or use the information – that each of its Publisher's properties contains: (a) privacy policy, which: (i) regulates the disclosure of third-party technologies for the collection and use of the data related to the Services; (ii) conforms to all applicable laws on the protection of confidential information; and (iii) if the data were collected for the production of targeted advertising, the user must be granted the right to choose among the target advertisements based on the Services to the extent allowed by the site's technology; and (b) if required by applicable law, a mechanism for obtaining, in relation to the Services, an informed consent of users to the use of the third-party technologies (reasonable evidences whereof should be obtained to the extent required by law). To the extent of using the Services for the production of targeted advertising, Publisher must make commercially reasonable efforts to ensure that the person viewing the advertising material has been granted access to the notification on targeted advertising and the right to choose the among of targeted advertisements.
18. Representations and Warranties; Indemnity.

(a) By Publisher. Publisher represents and warrants to Admixer that: (a) Publisher owns or controls the necessary legal rights to any Content that Publisher designates or transmits in connection with the use of the Services; (b) Publisher has all necessary rights, power and legal authority to enter into this Agreement and use the Services; and (c) Publisher and Publisher's Content: (i) complies with the requirements and all other applicable laws, statutes, ordinances and regulations; (ii) does not breach and has not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) only as to Publisher's Content, is free from viruses and any other contaminants of any nature whatsoever. Publisher will indemnify and hold Admixer, and any of their parents, subsidiaries, affiliates, officers and employees, harmless, from any claim, demand, damages or loss, including costs and attorneys' fees, due to or arising out of Publisher's breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

(b) By Admixer. Admixer represents and warrants to Publisher that: (a) Admixer owns or controls the necessary legal rights to perform the Services as contemplated by this Agreement; (b) Admixer has all necessary rights, power and legal authority to enter into this Agreement and to provide the Services; and (c) the Services (exclusive of the Ads) do not violate the intellectual property rights of any third party. Admixer will indemnify and hold Publisher, and any of its parents, subsidiaries, affiliates, officers and employees harmless from any third-party claim, demand, damages or loss, including costs and attorneys' fees, arising out of Admixer's breach of any of the foregoing representations and warranties.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADMIXER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (A) THE TOTAL OF ALL FEES PAID AND PAYABLE BY ADMIXER TO PUBLISHER FOR THE TWELVE (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE AND (B) FIVE THOUSAND US DOLLARS (USD5,000.00). EXCEPT FOR EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION AND CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR BUSINESS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ADMIXER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO PUBLISHER.

19. This Agreement shall be governed by and construed in accordance with the German laws without regard to the conflict of laws provisions thereof, and will be adjudicated in the courts located in Essen, Germany.
20. Publisher shall not assign or transfer any part of this Agreement to any third party. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is to be held unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.
21. Admixer may modify the terms of this Agreement or any additional terms that apply to the Services at any time and it is Publisher's responsibility to look at the Agreement regularly for updates. Admixer will post on the platform a copy of the modified Agreement, which will become effective 30 days after it is first posted on the platform. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately. If any modification is unacceptable to you, you shall cease using the platform and the Services. Your continued access to the platform or the Services will indicate that you have accepted the change.

We are constantly changing and improving our Services. We may add or remove functionalities or features of the Services or the platform at any time, and we may suspend, withdraw, restrict, modify, or stop all or any part of our Services or the platform at any time.
22. If there is conflicting language between this Agreement and any other agreement governing Publisher's use of HB, the terms of this Agreement will control.