

# FULFILLMENT POLICY

Effective January 1, 2023

Fulfillment Policy ("Fulfillment Policy") describes the services Adwora, LLC (the "Site", "we", or "us") provides through <http://www.adwora.com>.

This Policy may change from time to time. Please check back frequently for updates.

These Terms are governed by IAB Standard Terms & Conditions for Internet Advertising for Media Buys One Year or Less V3.0 (the "IAB T&Cs") (located at: [https://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf)). All capitalized term herein that are not otherwise defined shall have the meaning ascribed thereto in the IAB T&Cs. The parties agree to amend and supplement, as the case may be, the IAB T&Cs as follows:

## **Description of Services:**

Adwora will provide you (the "Company") with access to its platform and services (the "Adwora Platform") to facilitate the purchase and sale of advertising inventory on the Sites (the "Inventory") to Company for the display of Company's Ads thereon.

For purposes of the IAB T&Cs "Media Company" shall refer to Adwora and "Agency" and "Advertiser" shall refer to Company.

"Ad" as defined under the IAB T&Cs, shall be deemed to include offers made available by Agency through a URL address directing users to a specific website, webpage or other document on the internet.

The "Media Company Properties" and "Network Properties" as defined under the IAB T&Cs, shall be deemed to include all types of media or platforms, including without limitation, websites, mobile websites, mobile applications, text messages, email messages, push notifications, connected/over-the-top television, set-top box, linear television, video players, games, or portals, that are owned and operated by Media Company or otherwise represented by Media Company.

## **Delivery Policy:**

"CPC Deliverables" means Deliverables sold on a cost per click basis.

"Deliverable" or "Deliverables" means the inventory delivered by Media Company (e.g., impressions, clicks, or other desired actions).

From time to time, Media Company and Agency may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

**Payments, Refund, and Return Policy:**

- A. Agency is liable for payments due under these Terms regardless of whether proceeds have cleared from Advertiser. Notwithstanding the foregoing, no payment shall be made to Media Company in respect of traffic that is found to be invalid, misrepresentative or otherwise fraudulent in nature ("Invalid Traffic"), so long as (i) Agency provides Media Company with notice in writing of any such Invalid Traffic within 30 days following the end of the month in which the applicable revenue was generated, (ii) Agency provides Media Company with sufficient evidence substantiating such alleged Invalid Traffic from an industry recognized third party ad verification tool, such as, Moat /DoubleVerify /IAS /Forenzic /WhiteOps /Protected Media, and (iii) Agency has not been paid by Advertiser in respect of such Invalid Traffic. In such a case, Media Company will not deduct payment in respect of the Invalid Traffic from Agency's prepaid amounts or, if payment has already been deducted, Media Company will credit an amount equal to such deduction against future amounts payable by Agency to Media Company.
- B. Upon request from the Agency, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Agency for the services provided on a calendar-month basis with the net cost (i.e., the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.
- C. Payment Date
  - a. Company shall prepay for Inventory by way of deposit through the Adwora Platform and payments will be deducted from such prepayments in real time.
- D. Payment Liability.
  - a. Unless otherwise set forth by Agency on the IO, Media Company agrees to hold Agency liable for payments solely to the extent proceeds have cleared from Advertiser to Agency for Ads placed in accordance with the IO. For sums not cleared to Agency, Media Company agrees to hold Advertiser solely liable. Media Company understands that Advertiser is Agency's disclosed principal and Agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this Section III(c) and Section X(c). Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. Agency's credit is established on a client-by-client basis.

- b. If Advertiser proceeds have not cleared for the IO, other advertisers from Agency will not be prohibited from advertising on the Site due to such non-clearance if such other advertisers' credits not in question.
  - c. Upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO. If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.
- E. Notification of Under-delivery.
- a. Media Company will monitor delivery of the Ads, and will notify Agency either electronically or in writing as soon as possible (and no later than 14 days before the applicable IO end date unless the length of the campaign is less than 14 days) if Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, Agency and Media Company may arrange for a makegood consistent with these Terms.
- F. Makegood Procedure.
- a. If actual Deliverables for any campaign fall below guaranteed levels, as set forth on the IO, and/or if there is an omission of any Ad (placement or creative unit), Agency and Media Company will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, Agency may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If Agency or Advertiser has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then, if Agency and/or Advertiser is reasonably current on all amounts owed to Media Company under any other agreement for such Advertiser, Agency may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will the Media Company provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Agency.
- G. Unguaranteed Deliverables.
- a. If an IO contains CPA Deliverables, CPL Deliverables, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available.

**Cancellation Policy:**

- A. Without Cause. Unless designated on the IO as non-cancelable, Advertiser may cancel the entire IO, or any portion thereof, as follows:
  - a. With 30 days' prior written notice to Media Company, without penalty, for any flat fee based or fixed-placement Deliverable, including, but not limited to,

roadblocks, time based or share-of-voice buys, and some types of cancelable sponsorships.

- b. Advertiser will remain liable to Media Company for amounts due for any custom content or development (“Custom Material”) provided to Advertiser or completed by Media Company or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Media Company will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.
- B. For Cause. Either Media Company or Agency may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, even if Agency or Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. If Agency or Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Agency, then Media Company may terminate the IO and/or placements associated with such breach upon written notice.
- C. Short Rates. Short rates will apply to canceled buys to the degree stated on the IO.