

TERMS OF USE

Effective: December 6, 2022

This website terms of use (“**Terms of Use**”) between you (“**you**” or “**your**”) and AdsWizz Inc. and our subsidiaries (the “**AdsWizz**,” “**Company**,” “**us**,” “**our**” or “**we**”) applies to your usage of this web site (“**Site**”) and our apps (collectively, the “**Services**”) available to you, clients, prospective clients, and other visitors.

For specific terms governing your use of AdsWizz products, please contact your account representative.

Our Privacy Policy governs the treatment by us of both anonymous and personal data that we collect when you use the Site, the Services, and our apps and can be found at: <https://www.adswizz.com/privacy-policy/>.

A. CHANGES IN TERMS: WE RESERVE THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME. ANY CHANGES WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS AT WWW.ADSWIZZ.COM REFLECTING THE NEW EFFECTIVE DATE. YOUR CONTINUED USE OF THE SITE OR THE APPLICABLE SERVICES FOLLOWING THE POSTING OF THE CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

B. USE OF SITE:

1. Eligibility For Use of Site: The Services are not intended for users under 18 years old. We may, at any time, without prior notice to you deny or limit any user’s access to all or portions of the Site or Services in our sole discretion. Although the Site may be accessible worldwide, not all products, apps, services, or information referenced in the Site are available in all geographic locations.

2. Service Interruptions: Any of the Services may be unavailable or interrupted from time to time as a result of difficulties with the Internet generally or with your web browser, computer, home wiring or network, cellular data service, or Internet service provider and/or other things we cannot control.

3. Code of Conduct: You are responsible for ensuring your use of the Site and the Services is in compliance with any applicable rules, laws or regulations. You will not and will not encourage any third party to: (a) interfere (or attempt to interfere) with the operation of the Site or any Service; (b) use the Site or any Service for any unlawful purpose; or (c) copy, modify, adapt, sublicense, translate, resell, make derivative works of, transmit, reverse engineer, disassemble, decompile or otherwise manipulate any technology, data, content stored or incorporated in any Site, our apps, or Services. You agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the Site or a Service.

4. Content: We will process the content provided by you ("**Content**") including any demonstration data (collectively, the "**Materials**") to perform our obligations under these terms or to provide the Site, any app or other Service.

- a. Representations. You represent and warrant that you and your licensors have all right, title and interest in any Materials you upload to any Services. You further represent and warrant that such Materials do not and will not (i) infringe upon the rights of any third party including, but not limited to, trademark, copyright, patent, trade secret or other intellectual property or confidentiality rights, or (ii) breach any of your obligations to any third parties, including without limitation, applicable privacy laws.
- b. No Review. We do not prescreen or review Materials in the general course of our business. We may, however, reject, refuse to post, remove, or block access to any Materials, at any time and without notice, for any reason or no reason, and without liability. Additionally, we may notify you if we determine that any of your Materials are inappropriate or do not comply with this agreement, any posted policies, or applicable law.
- c. Non-Commercial Purposes. In the course of providing certain apps or Services such as the AdsWizz AD Experience app, we may allow you to upload data for non-commercial, demonstration purposes. Such data may or may not be personally identifiable and will only be used for the purposes of providing such application or Service. More information on how we process data can be found in our Privacy Policy: <https://www.adswizz.com/privacy-policy/>.

C. OUR TECHNOLOGY AND ADSWIZZ CONTENT:

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3. Beta Features: We may offer new Services or new features to existing Services in a pre-release version ("**Beta Services**"). Your use of any Beta Services is subject to the following: (a) Beta Services are pre-release versions and may not work properly; (b) use of the Beta Services may expose you to unusual risks of operational failures; (c) Beta Services are provided "as-is," "as available," and "with all faults," and we do not recommend using them in production or mission-critical environments; (d) We may modify, change, or discontinue any aspect of the Beta Services at any time; and (e) Commercially released versions of Beta Services may change substantially, and programs that use or run with Beta Services may not work with the commercially released versions or subsequent releases.

4. Materials on the Site: While AdsWizz uses reasonable efforts to include accurate and up-to-date information in the Site, we: (a) make no warranties or representations as to the completeness, accuracy, currency, or availability of anything available (or intended to be available) on or through the Site; and (b) assume no liability or responsibility for any errors or omissions in the content of the Site (regardless of the cause) or for any resulting damages.

D. INDEMNIFICATION: You shall indemnify, defend and hold harmless us, our affiliates, officers, directors, employees and representatives from and against any and all losses, damages, awards, penalties or injuries incurred by such party, including attorneys' fees, arising from third party claims or actions from or relating to: (i) any breach of your representations and warranties under the Agreement and (ii) Materials.

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F. MISCELLANEOUS

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3. Governing Law and Choice of Forum. These terms, including all claims relating to or arising hereof or breach thereof, whether sounding in contract, tort, or otherwise, will be governed and

construed in accordance with the laws of the State of New York , excluding its choice-of-law principles. The federal and state courts in New York, New York will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of these terms, provided that either party may seek injunctive relief in any court of competent jurisdiction.