

# Viber Standard Terms & Conditions for Advertisers

These Standard Terms & Conditions for Advertisers (the “**Terms**”) together with the applicable Insertion Order (“**IO**”) are hereby entered into and shall constitute a binding agreement by and between Viber Media S. à r.l and its affiliates and subsidiaries (“**Viber**”) and the party executing the IO (“**You**” or the “**Customer**”) (collectively, the “**Parties**”). By signing and submitting an IO, You hereby agree to be bound by these Terms.

In the event of any conflict between the provisions of these Terms and those set forth in the IO, the provisions of the IO shall prevail solely to the extent of the conflict. These Terms may not address more complex advertising relationships between the Parties, such as sponsorships and other arrangements involving content association, integration and/or special production but may be used as the basis for such contracts, which shall be entered separately between the Parties.

<b>Definitions</b>	<p>“<b>Ad</b>” means any advertisement provided by Customer.</p> <p>“<b>Advertiser</b>” means the party that wishes to advertise its services, product, business, project, including without limitation, advertising agencies and networks according to the specifications of the IO.</p> <p>“<b>Advertising Materials</b>” means images, text, videos, rich media, graphics, photos, videos, audio material, artwork, copy, active URLs, Stickers, Sticker Packs, Gems, Lense content and other material and/or combination thereof for Ads provided by Customer.</p> <p>“<b>Affiliate</b>” means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.</p> <p>“<b>Agency</b>” means the advertising agency or similar entity listed on the applicable IO, which is authorized by Advertiser to launch Campaigns, irrespective of Agency’s reliance on a demand-side platform or similar service.</p> <p>“<b>Campaign(s)</b>” means an organized advertising campaign to promote an Advertiser’s product or service.</p> <p>“<b>CPC</b>” or “Cost Per Click” means the fee payable by Customer to Viber for each valid click by an end user on the</p>
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		<p>Ad resulting from Viber’s provision of the services under the IO.</p> <p>“<b>CPM</b>” or “Cost Per Mille” means the fee payable by Customer to Viber for every one thousand (1000) valid impressions by a potential end user of the Ad resulting from Viber’s provision of the services under the IO.</p> <p>“<b>Customer</b>” means the Advertiser or Agency named on the applicable IO.</p> <p>“<b>Deliverable(s)</b>” means the inventory delivered by Viber (e.g., impressions, clicks, or other desired actions).</p> <p>“<b>Gem(s)</b>” means an animation which appears following the use of certain trigger words (as defined on the applicable IO) in users’ one-on-one group chats.</p> <p>“<b>Lens(es)</b>” means computer-generated video or graphic elements that users can use to transform images or videos by altering or superimposing such elements on images or videos, and which users can use and share as they wish.</p> <p>“<b>Representative</b>” means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.</p> <p>“<b>Stickers</b>” means digital “emoticons” or “stickers” to be created by Customer according to Viber’s specifications, and provided to Viber, or created by Viber based on the Sticker content provided by Partner. When packaged together, Stickers shall be known as “Sticker Packs”.</p> <p>“<b>Sticker Campaign</b>” means a Campaign with Stickers.</p> <p>“<b>Third Party</b>” means an entity or person that is not a party to these Terms or an IO; for purposes of clarity, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.</p> <p>“<b>Viber Policies</b>” means all applicable Viber Policies made available on <a href="http://www.viber.com/terms">www.viber.com/terms</a>, including without limitation the <a href="#">Ad Policy</a> and <a href="#">Privacy Policy</a>, as amended from time to time.</p>
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		<p><b>“Viber Properties”</b> are Viber’s proprietary mobile first platform and application (including without limitation desktop app) that are owned, operated and controlled by Viber.</p>
<p><b>1. Insertion Orders</b></p>		<p>Viber wishes to provide Customer with advertising services and to promote and conduct Campaigns on behalf of the Advertiser via the Viber Properties.</p> <p>a. <u>IO Details.</u> From time to time, Viber and Customer may execute IOs subject to these Terms. 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, and (iv) the start and end dates of the applicable Campaign. 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. In the event of a specific discrepancy between an IO and the Terms hereof, the terms of the IO shall govern with respect to the specific Campaign.</p> <p>b. <u>Availability; Acceptance.</u> Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper,, or e-mail communication) approval of the IO by Viber and Customer, or (ii) the display of the first Ad by Viber, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Viber and Customer (email exchange sufficient).</p> <p>c. <u>Revisions.</u> Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing (email sufficient).</p> <p>d. <u>Cancellations.</u> Either party may cancel a Campaign or a relevant IO for any reason by providing the other party with forty-eight (48) hours prior written notice, provided however that Sticker, Gems and Lenses Campaigns with a fixed/flat-fee model are non-cancellable and non-refundable. Any setup fees are non-refundable. In the event of a material breach of the IO or these Terms by Customer, Viber may terminate the</p>

		relevant Campaign or relevant IO with immediate effect and without a cure period, without liability to Viber.
<b>2. Ad Placement, Positioning, Targeting, Delivery &amp; Statistics.</b>		<p>a. <u>Compliance with IO.</u> Subject to Section (f) below, Viber will comply with the IO, including all Ad placement restrictions, and will create a reasonably balanced delivery schedule.</p> <p>b. <u>Changes to Viber Properties.</u> Viber will use commercially reasonable efforts to notify Customer of any material changes to the Viber Properties that would materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur, with or without notice, Customer's sole remedy shall be to cancel the remainder of the affected IO without penalty.</p> <p>c. <u>Technical Specifications.</u> Viber will provide any technical specifications within two (2) business days of the acceptance of an IO. Changes by Viber to the specifications of already-purchased Ads after that two (2) business day period will allow Customer to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to send revised Advertising Materials. If the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, either party may immediately cancel the remainder of the affected IO without penalty.</p> <p>d. <u>Targeting.</u> All targeting will be conducted by Viber on statistical estimations only, with or without use of artificial intelligence (AI) technologies, and Viber does not guarantee accuracy with respect to such targeting/targeting parameters. Viber will not be able to target based on free text restrictions. Viber can place additional pixels for optimization purposes with prior approval of the Customer.</p> <p>e. <u>Delivery &amp; Statistics.</u> The Campaign will be run using Viber's statistics. Viber uses a tracking system to track Campaigns. Each IO is given a unique Campaign ID which is used to track Ad impressions, conversions, clicks and installations by end users on Customer's Ad and/or website by date and time. All Payments (as defined below) shall be made by Customer to Viber in accordance with the number of Ad impressions or any other method set forth in the IO (the "<b>Statistics</b>"). Viber may</p>

		<p>determine the measures to provide Statistics at its sole discretion, which may be amended from time to time. In the event that there is a discrepancy between Statistics delivered by Viber and the Statistics of the Customer, the Parties agree that Viber's Statistics will constitute the sole and exclusive measure between the Parties in order to determine any Payment under these Terms and the report prepared by Viber shall be the official report.</p> <p>f. <u>Non-guaranteed Deliverables.</u> If an IO contains CPA, CPL, or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery may not be available.</p>
<b>3. Reporting.</b>		<p>If Viber is serving the Campaign, Viber will make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Once Viber has provided the online or electronic report, it agrees that Customer is entitled to reasonably rely on it, subject to provision of Viber's invoice for such period.</p>
<b>4. Licenses.</b>		<p>a. <u>License to Customer.</u> Subject to the terms and conditions of these Terms, Viber hereby grants Customer a non-exclusive, non-transferrable, non-sub-licensable and fully revocable limited license to use the Viber Properties only in accordance with these Terms and for the duration of the Term set forth on the IO.</p> <p>b. <u>License to Viber.</u> Customer hereby grants Viber a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, publish, distribute, transmit, publicly perform and/or otherwise make available and present in any way and to any extent any Advertising Materials, Ads and Campaigns in connection with their display on the Viber Properties and pursuant to these Terms. Viber shall be permitted to mention Customer campaigns, the services, its content and results, in its publications, case studies, public relations (PR) and marketing materials.. Customer agrees to receive promotional materials from Viber with respect to Viber's products and offerings.</p> <p>Subject to Customer's prior approval, Viber may elect to issue a joint press release announcing Customer's marketing</p>

		<p>engagement with Viber, for which approval shall not be unreasonably withheld or delayed.</p> <p>c. <u>Sticker License to Viber.</u> Where applicable, in addition to the license granted in Section (b), Customer hereby grants to Viber and its Affiliates and Representatives during the Term of these Terms a non-exclusive, worldwide license to use, reproduce, market, promote and distribute the Stickers to users of the Viber Properties, in any means or media now known or hereafter developed, including, without limitation, through any and all Viber and/or third-party online stores or exchanges, including the Viber sticker market (the “<b>Viber Sticker Market</b>”). Without limiting the foregoing, this license shall include the right to copy, display, modify, and create derivative works of the Stickers as required for the performance of the Campaign and the right to sublicense to the Viber Users for embedding the Stickers to messages as part of their use of the Viber Properties. Stickers will be published solely in the Sticker Market of the Territory specified in the IO unless otherwise agreed in writing by the Parties.</p>
<b>5. Content &amp; Advertising Materials</b>		<p>a. <u>Creative.</u> Customer shall be solely responsible with respect to the Advertising Materials and any other instructions provided to Viber. Customer shall provide accurate information regarding any Campaign. Customer shall be liable to, and Viber shall not have any liability, with respect to Advertising Materials and/or with respect to any other aspect of Customer’s specifications and Campaign instructions, including but not limited to the Ad form or content, to errors (including without limitation typographic errors of any kind) in Ad contents, texts, graphics, position or placement, links, availability, interactivity or connectivity, breach of applicable laws by the Ad or its publishing, infringement of any Third Party’s Intellectual Property or other Third Party rights resulting from or related to the Ad or promotion and/or publication thereof, provided that Viber materially conformed with Customer’s guidelines and specifications. Without derogating from the above, Viber has the right, but not the obligation, to review, reject or remove any Ad or discontinue any Campaign, at its sole discretion. Notwithstanding the foregoing, Customer shall comply with Viber’s Ad Policy</p>

	<p><a href="https://www.viber.com/en/terms/viber-advertising-policy">https://www.viber.com/en/terms/viber-advertising-policy</a> as amended from time to time. Customer may not change or modify any Ad or other advertising material provided to Viber, without the prior consent of Viber. Viber reserves the right (but shall have no obligation) to reject, discontinue, or omit any Ad or any part thereof, at any time, including before or after Ad submission by – Customer or after having published the Ad initially.</p> <p>b. <u>Submission</u>. Customer will submit Advertising Materials pursuant to these Terms and in accordance with the then-existing Viber Policies.</p> <p>c. <u>Late Submission</u>. If Advertising Materials are not received by the IO start date, Viber will begin to charge the Customer on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are not in compliance with the Viber Policies, Viber is not required to guarantee full delivery of the IO.</p> <p>d. <u>Compliance</u>. Viber reserves the right within its discretion and without prior notice to reject or remove from the Viber Properties any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with Viber Policies, or that in Viber’s sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Viber reserves the right within its discretion and without prior notice to reject or remove from the Viber Properties any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring disparagement, ridicule, or scorn upon Viber or any of its Affiliates, provided that if Viber has reviewed and approved such Ads prior to their use on the Viber Properties, Viber will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Customer.</p>
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		<p>e. <u>Damaged Submission</u>. If Advertising Materials provided by Customer are damaged, not to Viber's specifications, or otherwise unacceptable, Viber will use commercially reasonable efforts to notify Customer within two (2) business days of its receipt of such Advertising Materials.</p> <p>f. <u>No Modification</u>. Viber will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Customer's approval. Viber will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.</p>
<b>6. Stickers and Sticker Campaigns</b>		<p>The following terms apply to Sticker Campaigns, in addition to the terms included herein above and below:</p> <p>a. <u>Delivery of Stickers</u>. Customer shall deliver the Stickers along with any other Advertising Materials to Viber digitally in the form, format, resolution and media to be specified by Viber, at least four (4) weeks prior to the desired launch date as specified in the IO (except in the case of animated stickers). Viber shall make the necessary adjustments in order to make the Stickers available to Viber's users. Release of Sticker Packs, to be available for download, shall always be subject to Viber's unfettered right to: (i) reject or require Customer to amend certain content prior to or after such release of the Sticker Packs; and/or (ii) limit the release of Sticker Packs to certain area codes or countries.</p> <p>b. <u>In Event of Termination</u>. In the event of termination or expiration of these Terms and/or an applicable IO, users of the Viber Properties which previously downloaded Stickers shall continue to have the right indefinitely to utilize such Stickers in connection with their messages in the Viber Properties including without limitation sending them to other users and posting them on Communities and or Channels within Viber.</p> <p>c. <u>Sticker Pack Term</u>. Each Sticker Pack shall remain in the Sticker Market for three (3) months starting from the launch date specified in the IO (or until any other date specified therein), following which the Sticker Pack shall be removed from the Viber Sticker Market and from any other venue in relation to the Viber Properties and shall no longer be available for download. Archival promotion posts on social</p>



		<p>media (if applicable) may remain. In the event of target limited sticker packs, the Sticker Pack shall be removed from the Sticker Market at the earlier of (i) three months following launch date; and (ii) reaching of the target budget or amount of impressions.</p> <p>d. <u>Additional Pricing.</u> Further distribution of Stickers and Sticker Packs through Viber Properties shall be subject to separate terms and conditions and shall be subject to separate pricing.</p> <p>e. <u>Specific Sticker Packs:</u></p> <p><b>Free and Join Sticker Packs:</b> Advertiser shall open a Community and/or Channel which shall be subject to and governed by the applicable Viber Policies and guidelines. The Sticker Pack shall be available for download free of charge to all Viber Users in the territory defined in the applicable IO, subject to their consent to join Advertiser's Community or Channel.</p> <p><b>Free and Subscribe Sticker Packs:</b> Advertiser shall create a Bot on a Viber platform, which shall be subject to and governed by the applicable Viber Policies, including inter alia Viber Developer Terms of Service available at <a href="https://www.viber.com/en/terms/viber-developer-distribution-agreement/">https://www.viber.com/en/terms/viber-developer-distribution-agreement/</a>, as amended from time to time. The Sticker Pack shall be available for download free of charge to all Viber Users in the territory defined in the applicable IO, subject to their consent to subscribe to Advertiser's Bot.</p> <p><b>Animated Sticker Packs:</b> Viber shall charge a production fee to be set forth in the applicable IO. The animated Sticker Pack shall be produced by Viber based on Customer's design, within six (6) weeks from receipt by Viber of the production fee. Viber shall not be liable for any claims by Customer (and Advertiser, where Customer is the Agency), in connection with approved animations.</p>
<b>7. Results Not Guaranteed.</b>		<p>Customer acknowledges and agrees that Viber does not guarantee sales or leads or a particular conversion rate or click-through rate as a result of the services.</p>

<p><b>8. Payment.</b></p>	<p>a. <u>Payment.</u> The total payment to Viber for the placement of Ads on the Viber Properties (“Payment”) must be paid by Customer by wire to Viber’s bank account in accordance with the terms of the IO and these Terms, in the currency specified in the IO. All ancillary fees and expenses incurred by the Customer and taxes (including any sales, use, excise, gross receipts, property, privilege, value-added, or other federal, state or local taxes or tariffs) related to or arising out of these Terms shall be borne by Customer. Customer shall remit payment to Viber within the time period stipulated under the IO against an invoice issued by Viber. Any payment not received by Viber within such period shall accrue interest at a rate of one and one half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.</p> <p><b>For Fixed Price (Flat Fee) Sticker Packs:</b> Payment shall be due fourteen (14) days from the receipt of an invoice issued by Viber, and at least two (2) business days prior to publishing of the Sticker Pack.</p> <p><b>For Ads:</b> Payment shall be due within thirty (30) days from the receipt of an invoice issued by Viber.</p> <p>b. <u>Credit.</u> Customer’s credit is established on a client-by-client basis. If Customer’s credit is or becomes impaired, Viber may require payment in advance.</p> <p>c. <u>Payment Liability.</u> Unless otherwise agreed in the IO, where Agency is named on the IO, Agency shall be liable for all payments hereunder irrespective of Advertiser’s payment to Agency. In the event the Advertiser makes payment to Viber where Agency is named on the IO, Agency shall remain fully responsible and liable to Viber in connection with the payment, including without limitation, for any failure or error in payment.</p> <p>d. <u>Taxes.</u> All fees and payments under these Terms and each IO are calculated and shall be made free and clear of, and without deduction or set-off for, or on account of, any taxes (including any VAT, sales or other federal, state or local taxes or tariffs), levies, imports, duties, charges, fees, expenses and withholdings of any nature. Customer assumes complete and sole responsibility for its own taxes.</p>
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		<p>e. <u>Agency Representation.</u> Upon request, Agency will make available to Viber 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.</p>
<p><b>9. Use Restrictions.</b></p>		<p>a. <u>Use Restrictions.</u> Customer shall not: (i) use the Viber Properties other than for the purpose of these Terms and as explicitly permitted hereunder; (ii) transfer, distribute, reproduce, publish, disclose, disseminate, copy, emulate, assign, sublicense, sell, pledge, rent, lease, share or permit any Third Party to access or use the Viber Properties; (iii) reverse-engineer, decompile, disassemble, alter, enhance, improve, add to, delete from, or otherwise modify, or derive (or attempt to derive) the technology or source code underlying any part of the Viber Properties; (iv) copy, emulate or create derivative works based on the Viber Properties (or any part thereof); (v) use the Viber Properties in connection with distribution of malicious content, spyware, cause of security breaches, Trojans or the like; or (vi) use, promote and/or advertise through the Viber Properties any Ad that is inconsistent with the terms of the Ad Policy, including without limitation illegal, indecent, misleading, harmful, abusive, harassing, content, or spam, scam, hate, porn content, or material which is invasive of privacy, infringing of any Third Party rights and/or disparaging in any manner; (vii) create or attempt to create a substitute or similar service to the Viber Properties through use or access to the Viber Properties or any of Viber's Intellectual Property (as defined below); and/or (viii) use the Viber Properties in any way or context, or use any Ad in connection thereto, that harms the goodwill or reputation of Viber or that may disparage or bring Viber into disrepute. Viber shall be entitled to cancel the applicable Ad, Campaign and the IO, with no recourse for refund, in the event of any breach or attempt of breach of the above restrictions. Customer shall be responsible and solely liable for any acts or omissions of any of its employees, agents or subcontractors and ensuring that such employees, agents and subcontractors comply with the terms of these Terms.</p>

		<p>b. <b>Restricted Access.</b> At any time, Viber may block access to the Viber Properties (or any part thereof) and/or temporarily or permanently limit, suspend or terminate such access, for any reason, at its sole discretion, in addition to any other remedies that may be available to it under any applicable law, without assuming any responsibility with respect to or in connection with such actions.</p>
<p><b>10. Confidentiality.</b></p>		<p>All information disclosed by either Party ("<b>Disclosing Party</b>") to the other Party ("<b>Receiving Party</b>"), including without limitation, reports, new features and products, user information and statistics, prior to or during the term of these Terms, whether in writing, orally or in any other form which is not in the public domain ("<b>Confidential Information</b>"), shall be held by the Receiving Party in absolute confidence, and Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information Confidential Information, and in no event less than a reasonable degree of care) to prevent the disclosure of such Confidential Information to Third Parties. Receiving Party shall limit its disclosure of Confidential Information to employees or consultants who have a "need to know" for the purposes of fulfilling their obligations under these Terms. The provisions of this paragraph shall survive termination or expiration of these Terms, for any reason whatsoever. Confidential Information shall not include information that: (1) is already known to the Receiving Party at the time of disclosure, as such may be evidenced in the Receiving Party's written records; (2) is or becomes known to the general public through no act or omission of the Receiving Party in breach of these Terms; (3) is disclosed to the Receiving Party by a Third Party who is not in breach of an obligation of confidentiality; (4) information that was or is independently developed by the Receiving Party without use of or reference to any of the Confidential Information, as such may be evidenced in the Receiving Party's written records; or (5) information that is disclosed pursuant to a court order, provided that the Receiving Party notifies the Disclosing Party of such order and uses reasonable efforts to limit such disclosure only to the extent required. Either Party shall be entitled to seek injunctive or</p>

		<p>other equitable relief to remedy or prevent any breach or threatened breach of any of the confidentiality provisions herein by the other Party or any of its employees, directors, officers, agents, consultants, contractors or affiliates. Such remedy shall not be the exclusive remedy for any breach of the confidentiality provisions herein, but shall be in addition to all other rights and remedies available at law or in equity.</p>
<p><b>11. Representations and Warranties.</b></p>		<p>Customer represents and warrants at all times throughout the Term that: (i) it has full authority to enter into these Terms and to carry out and fully perform its obligations hereunder, and there is no restriction, limitation, or obligation which prevents it from complying with its representations and obligations under these Terms; (ii) it has obtained, maintains, and is the holder of all licenses, permits, certificates, and authorizations required by any applicable law, regulation, statutory or governmental authority, for it to lawfully operate its services, to use the Advertising Materials including without limitation, any likeness or images or any individual included in the Advertising Materials, and to provide, offer, distribute, broadcast, transmit, and publicly perform the Advertising Materials, and allow Viber and/or its authorized Third Parties and publishers to do the same on behalf of Customer via the Viber Properties; (iii) it complies and shall continue to comply with all applicable laws, rules, and regulations, including in connection with privacy and data protection; (iv) it has the full right, authority, permissions, approvals and consents, including from end-users (as applicable), and has made all sufficient disclosures required under applicable law, to access, store, collect, analyze, use and process, and allow Viber to do the same on Customer's behalf for the purpose of providing the Viber Properties, personal or personally identifiable data (collectively, "Data") in accordance these Terms, and all Data has been and will be legally acquired, and the Data, and its accessing, storage, collection, analysis, use and processing by Customer and/or on its behalf by Viber for the purpose of serving the Ads and Campaigns on the Viber Properties, does not and will not infringe any Third Party's rights. Customer further represents and warrants that it has ensured that each of Customer's websites and/or mobile applications contains a privacy policy that: (a) discloses the</p>

		<p>usage of third-party technology and the Data collection and usage resulting from the placement of Ads and Campaigns on the Viber Properties; (b) contains a conspicuous live hyperlink to an opt-out website that provides the end user the ability to opt out of interest-based advertising through the Viber Properties, if data is collected on such website(s) through the Viber Properties for purposes of interest-based advertising; and (c) complies with all applicable privacy laws, rules and regulations. To the extent required by applicable law, rule or regulation, Customer hereby acknowledges and agrees that Viber may share and transfer non-personal information provided by the Customer to Third Parties, such as publishers, in the course of providing the Viber Properties. For more information on the type of Data Viber collects, please see its Privacy Policy available at <a href="http://www.viber.com/en/terms/viber-privacy-policy">http://www.viber.com/en/terms/viber-privacy-policy</a>.</p>
<b>12. Intellectual Property.</b>		<p>The Viber Properties and any and all Intellectual Property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the “look and feel” of the Viber Properties), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, “<b>Intellectual Property</b>”), are owned by and/or licensed to Viber and are subject to copyright and other applicable intellectual property rights under domestic laws, foreign laws and international conventions. Except for the license expressly granted by Viber to Customer hereunder, nothing under these Terms shall be construed to grant Customer any rights or licenses in and to any of Viber’s Intellectual Property. The Ads and Advertising Materials are and shall remain the property of the Customer. Customer’s trademarks and logos contained in Gems and Lenses shall likewise remain the property of the Customer, but any and all other rights, title, interest, including all intellectual property rights in the Gems and Lenses, including without limitation deliverables, creative, authorship, design, texts, advertising, source and code, trademarks, copyrights, in</p>

		<p>connection with a Gem or a Lense, shall, as between Viber and the Customer, be owned, solely by Viber, and shall not be regarded “works for hire”; and the Customer shall gain no rights or benefits in the Gems or Lenses, except as expressly set forth in the IO. Neither the Agency nor Customer or any party on its behalf will use Viber’s trademarks, trade dress, brand names, service marks or logos in any sales and marketing materials, public announcements or press releases regarding the existence or content of these Terms or each IO or the engagement thereunder, without Viber’s prior written approval.</p>
<b>13. Data Usage</b>		<p><b>The following definitions and terms apply exclusively to these Terms and are in addition to Viber’s Privacy Policy.</b></p> <p>a. <u>Additional Definitions.</u> As used herein the following terms shall have the following definitions:</p> <p><b>“User Volunteered Data”</b> is personally identifiable information collected from individual users by Viber during delivery of an Ad pursuant to Customer’s specifications included in the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Customer.</p> <p><b>“IO Details”</b> are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.</p> <p><b>“Performance Data”</b> is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.</p> <p><b>“Site Data”</b> is any data that is (A) pre-existing Viber data used by Viber pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Viber, Viber Properties, brand, content, context, or users as such; or (C) entered by users on any Viber Properties other than User Volunteered Data.</p>

	<p><b>“Collected Data”</b> consists of IO Details, Performance Data, and Site Data.</p> <p><b>“Repurposing”</b> means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.</p> <p><b>“Aggregated”</b> means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.</p> <p>b. <u>Use of Collected Data.</u></p> <p>Unless otherwise authorized by Viber, Customer will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Viber or Site Data to any Affiliate or Third Party.</p> <p>Advertiser, Agency, and Viber (each a <b>“Transferring Party”</b>) will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.</p> <p>c. <u>User Volunteered Data.</u> All User Volunteered Data is the property of Advertiser, is subject to the Advertiser’s posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.</p> <p>d. <u>Agency Use of Data.</u> Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions herein shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only and not for Repurposing, or (B) disclosing qualitative evaluations of Aggregated Collected Data to Third Parties on behalf of such clients or potential clients, for the purpose of media planning.</p>
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		<p>e. <u>Privacy Policies.</u> Agency, Advertiser, and Viber will post on their respective websites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Viber, on the one hand, or Agency or Advertiser, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.</p> <p>f. <u>Compliance with Law.</u> Agency, Advertiser, and Viber will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.</p>
<b>14. Term and Termination.</b>		<p>a. <u>Term.</u> These Terms shall become effective upon the earlier of the (i) execution of an IO (by both Parties), or (ii) display of the first Ad by Viber, and shall remain in effect until the respective IO is terminated (the “<b>Term</b>”).</p> <p>b. <u>Termination.</u> Either Party may terminate these Terms at any time, with or without cause, by giving the other Party at least two (2) days prior written notice. In the event of a material breach by Customer, Viber may terminate these Terms immediately without notice or cure period, without liability to Viber.</p> <p>c. <u>Upon Termination.</u> In the event of any termination of these Terms: (i) Customer shall remain liable for any Payment due under these Terms or the respective IO, for Viber Properties provided by Viber or non-cancellable properties and such obligation to pay shall survive any termination of these Terms; (ii) all licenses granted hereunder shall immediately terminate; (iii) Customer shall immediately cease any and all use of the Viber Properties; (iv) each Party shall cease all use of and promptly return to the other, or destroy and certify the destruction of, all Confidential Information (including copies thereof) of the other Party in its possession or control.</p>
<b>15. Force Majeure.</b>		<p>a. <u>Generally.</u> Excluding payment obligations, neither Customer nor Viber will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures,</p>

		<p>electrical outages, network failures, acts of God, or labor disputes (“<b>Force Majeure Event</b>”). If Viber suffers a Force Majeure Event, Viber will make reasonable efforts to promptly recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute is reasonably acceptable to Agency, Agency will receive a pro rata reduction in the space, time, and/or program charges. If a Force Majeure event has continued for five (5) business days, Viber and/or Customer has the right to cancel the remainder of the applicable IO without penalty.</p>
<p><b>16. Disclaimers; Limitation of Liability.</b></p>		<p>VIBER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE VIBER PROPERTIES, OR SUCCESS OR FAILURE OF ANY ADVERTISING CAMPAIGN. THE VIBER PROPERTIES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY, USABILITY, ACCURACY, AVAILABILITY, SECURITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, AND VIBER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE USE OR OPERATION OF VIBER PROPERTIES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.</p> <p>EXCEPT FOR CUSTOMER’S INDEMNIFICATION, CONFIDENTIALITY AND PRIVACY AND DATA PROTECTION OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF REVENUES, PROFITS OR GOODWILL, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, RESULTING FROM</p>

		<p>OR ARISING OUT OF THESE TERMS AND/OR THE SERVICES (OR ANY PART THEREOF), NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE FOREGOING, THE AGGREGATE MAXIMUM LIABILITY OF VIBER UNDER THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO VIBER UNDER THESE TERMS IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OF LIABILITY.</p>
<p><b>17.</b> <b>Indemnification.</b></p>		<p>a. By <u>Customer</u>. Customer shall defend, indemnify, and hold harmless Viber and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "<b>Losses</b>") resulting from any claim, judgment, or proceeding (collectively, "<b>Claims</b>") resulting from: (i) breach by Customer of any representation, warranty or obligation under these Terms; (ii) violation by Customer of any Third Party rights, including privacy rights and Intellectual Property rights; (iii) any third-party claim, suit, action, or proceeding relating to the use, offer for sale or sale of advertised products or services, including, without limitation, Losses from damage to property and death or personal injury; (iv) Customer's violation of Viber Policies; or (v) violation of any applicable laws, rules or regulations; or (vi) where Customer is the Agency, for any Claim arising from Advertiser's breach or violation of the foregoing.</p> <p>b. By <u>Viber</u>. Viber will defend, indemnify, and hold harmless Customer and each of its Affiliates and Representatives from Losses resulting from Claims brought by a Third Party and resulting from Viber's breach of its representations and warranties. Notwithstanding the foregoing, Viber will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Viber's customization of Ads or Advertising Materials based upon specifications, materials, or information provided by the Customer and/or Advertiser and/or each of its Affiliates and/or Representatives, or (2) a</p>

		<p>user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Viber's serving such Ad in breach of such targeting.</p> <p>c. <u>Procedure.</u> The indemnified party(ies) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent that the indemnifying party is prejudiced by such failure or delay), and will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims and be entitled to participate at its own expense in the defense of all Claims. The indemnified party(ies) agree that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, that the indemnifying party will not enter into any settlement which imposes any obligation or liability on an indemnified party(ies) without prior written consent.</p>
<p><b>18.</b></p> <p><b>Miscellaneous.</b></p>		<p>These Terms, the IO and the Viber Policies reflect the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior understanding, agreements or communication, whether oral or written, between the Parties. these Terms may only be amended by a written instrument executed by both Parties. The Sections on Payment, Use Restrictions, Confidentiality, Intellectual Property, Representations and Warranties, Disclaimer; Limitation of Liability, Indemnification, Term and Termination, Miscellaneous shall survive the termination or expiration of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties hereto. Nothing contained in these Terms shall constitute either Party as an agent or representative of the other Party, and no Party shall make any representations, warranties or agreements on behalf of the other Party, except as explicitly permitted by such other Party in writing. For Customers located in the United States of America, these Terms will be governed by and interpreted in accordance with the laws of the State of New York, without reference to its</p>

		<p>conflict-of-laws principles. The exclusive venue for any disputes arising out of or in connection with these Terms shall be the state or federal courts located in the State of New York, County of New York. For Customers located outside the United States of America, these Terms will be governed and interpreted in accordance with the laws of England and Wales and any disputes arising out of or in connection with these Terms shall be resolved in the courts located in London, England. Customer agrees to accept service of any legal process by mail or overnight courier. If any of the provisions of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The invalid or unenforceable or missing provision shall be replaced by a valid and enforceable provision, the effect of which comes as close as possible to the intended economical effect of the invalid or unenforceable or missing provision. Neither Party shall assign or transfer the whole or any part of these Terms or its rights or obligations hereunder without the prior consent in writing of the other Party, which consent shall not be unreasonably withheld or delayed, except in connection with a corporate reorganization, merger or sale of substantially all of its assets or stock. These Terms shall be binding on the Parties and their respective successors and permitted assigns. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.</p>
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