

Terms of Service

Please carefully review these Terms of Use ("Terms") before using the Bidapp Website or the Bidapp Services. These Terms constitute a legally binding agreement between You, a "Publisher Partner," and Bidapp LTD ("Bidapp"). By accessing the Bidapp website, currently located at bidapp.io (the "Website"), and using any of the Bidapp Services (as defined below) accessible through the Website, You agree to be bound by these Terms and the [Privacy Policy](#) of Bidapp for as long as you continue to use the Website or Bidapp Services.

If you do not agree to be bound by these terms, please do not use the site or the Bidapp Services.

If you are an individual user, in order to utilize and register for the Bidapp Services, you must be at least 18 years old. By using the Bidapp Services, you represent and warrant that you are at least 18 years old.

We reserve the right to modify the Terms at any time. Such modified Terms will become effective and apply to your use of the Bidapp Services when posted on the Website. It is your responsibility to review the Terms regularly and be aware of any modifications.

1. Description of the Bidapp Services

Bidapp offers an ad mediation solution designed to optimize mobile advertisements for publishers and software developers within end users' mobile applications (collectively, the "Bidapp Services"). Bidapp Services enable You, as a Publisher Partner, to offer and sell designated elements of an application for ad placement ("Your Inventory") to advertisers, demand-side platforms, or advertising networks that bid to purchase the Inventory listed by You.

2. Your Account

Your account is for personal use only. You are responsible for maintaining the confidentiality of your login information, including your username and password, for accessing the Bidapp Services. You may not authorize others to use your account or transfer your account to any other person or entity. You must promptly notify Bidapp of any unauthorized use or access to your account. Bidapp is not responsible for third-party access resulting from the theft or misuse of your login information.

3. Conditions, Restrictions, and Obligations for Publisher Partners

You must provide accurate and truthful information to Bidapp. If any information provided to Bidapp becomes inaccurate, misleading, or false, you must promptly update Bidapp. Harassment, intimidation, or threats directed toward Bidapp employees or agents providing the Bidapp Services are prohibited.

Your use of the Bidapp Service is subject to limitations, conditions, and restrictions set by us at our discretion. We may alter, suspend, or discontinue any aspect of the Bidapp Services and may impose limits on certain features or restrict access without notice or liability for any reason. We reserve the right to terminate your use of the Bidapp Services if you misuse them or act inappropriately, unlawfully, or illegally, at our sole discretion.

You shall not authorize or encourage fraudulent impressions or clicks on advertisements, including repeated manual clicks, the use of robots or automated query tools, computer-generated search requests, or other fraudulent practices. You must have an active application published in the App Store, Google Play, or Amazon Store. If the application is removed from those platforms, but impressions continue, you acknowledge that you may not receive earnings from such impressions.

4. Licenses

You may list assets, including but not limited to mobile sites, applications, and device platforms ("Mobile Properties"), and make them available for advertisement. You grant Bidapp the right to access, index, store, and cache requests made from your mobile websites ("Mobile Property") to the Bidapp Services, including automated means. You allow Bidapp to access your applications to serve Bidapp's personalized advertisements. The Bidapp Services shall not be used in an app offering any real monetary value to end users. You can block offers and/or advertisements before they are available to Users.

5. Fees

Subject to compliance with these Terms, Bidapp will pay you a portion of the revenues actually received by Bidapp from advertisers for Advertisements displayed on your advertising inventory via the Bidapp Services in its sole discretion. Payments are based on a Net Revenue ("Net Revenue Share"), calculated dynamically for each impression based on programmatic negotiations between Bidapp and the advertiser. Payments are calculated solely based on Bidapp's records, and no other measurements or statistics of any kind will be accepted or have any effect.

Payments will be withheld, adjusted, or excluded for amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by Bidapp in its sole discretion. Invalid activity is determined by Bidapp in all cases and includes, but is not limited to, (i) spam, invalid impressions or invalid clicks on ads generated by any person, bot, automated program or similar device, including through any clicks or impressions originating from your IP addresses or computers under your control; (ii) clicks solicited or impressions generated by payment of money and false representation; (iii) clicks or impressions co-mingled with a significant amount of the activity described in (i) and (ii) above, or (iv) any breach of these Terms by you.

6. Terms of payment

You must maintain accurate contact and payment information. You are responsible for applicable taxes or charges imposed by government entities in connection with your use of the Bidapp Services. Regular payouts are issued every month on a net

45-term basis, after the end of each calendar month during the term of the Bidapp Services. If you dispute any payment made in connection with the Bidapp Services, you must notify Bidapp in writing within forty-five (45) days of any such payment. Failure to so notify Bidapp shall result in the waiver by you of any claims related to such disputed payment. Immediate payouts are issued within 5 business days from the request date, and Bidapp will charge you for a 4% fee.

You must maintain an active application in the App Store, Google Play, or Amazon Store to receive earnings from Bidapp ads.

7. Incentivized Traffic

Incentivized traffic compensates end users for watching advertisements or taking specific actions by providing virtual benefits.

As a publisher using Bidapp's Services, rewarded ad format is the sole acceptable format for incentivized traffic. Other reward formats are prohibited, and end users shall not be rewarded with real-world monetary value unless approved by Bidapp in writing, subject to conditions and additional terms.

8. Disclaimer of Warranties

You are solely responsible for the content or information you post, upload, or display in connection with the Bidapp Services ("User Content"). We do not review all User Content and are not responsible for it. We reserve the right, but are not obligated to, delete, move or edit User Content that we, in our sole discretion, deem to be in violation of the guidelines set forth herein or any other applicable content guidelines or deem to be otherwise unacceptable.

Bidapp is not responsible for the conduct, online or offline, of any user of the Website or Bidapp Services. We are not responsible for technical malfunctions, computer equipment issues, or other problems related to the use of the Website or Bidapp Services. Bidapp does not guarantee that the Bidapp Services are error-free, uninterrupted, or free from viruses or harmful components.

9. No Warranties

THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BIDAPP PROVIDES THE PLATFORM AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, OR NON-INFRINGEMENT. BIDAPP DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM AND THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE PLATFORM OR THE SERVICES WILL BE CORRECTED. BIDAPP DISCLAIMS LIABILITY FOR, AND NO

WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE PLATFORM OR THE SERVICES.

In addition, we may suspend, withdraw, restrict, modify, or stop all or any part of our Services or the Platform at any time.

10. Proprietary Information

Bidapp owns all intellectual property rights in and to the Bidapp Services, including but not limited to database rights, copyrights, design rights, patents, trademarks, and other similar rights worldwide. You may not use any intellectual property contained in the Bidapp Services, software, systems, designs, or processes without prior written consent. Bidapp is the owner of valuable proprietary information, including technology and templates. You may not post, copy, modify, or reproduce any Confidential Information or copyrighted material without consent.

If You provide any feedback or suggestions to Bidapp in connection with these Terms or the Bidapp Service ("Feedback"), You agree to assign and hereby do assign all right, title and interest in and to such Feedback to Bidapp.

11. Privacy & Data Use

By using the Website or Bidapp Services, you consent to Bidapp's [Privacy Policy](#). Service Data collected under these Terms may be used by Bidapp for various purposes, including providing services, internal purposes, improving products and services, and enabling third-party partners. You are responsible for obtaining necessary consents from end users as required by applicable laws.

12. Software End User License ("SDK")

To use the Bidapp Services, you must download the Bidapp SDK, subject to these Terms. The [Bidapp SDK License Agreement](#) is incorporated by reference into this Terms of Service.

13. Third-Party Links

The Website and Bidapp Services may contain links to other Internet sites and resources ("Third-Party Links"). Bidapp is not responsible for Third-Party Links or their content. You use Third-Party Links at your own risk.

We highly recommend you review and familiarize yourself with the terms of use and privacy policies of all Third-Party Links prior to using them.

14. Representation and Warranties

You represent and warrant that you have the right to act on behalf of the owner of Mobile Properties and that you have the authority to enter into these Terms. Your Mobile Properties and Service Data must comply with applicable laws, intellectual

property rights, and other regulations. You acknowledge that Bidapp is not responsible for advertiser content.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE THAT, IN NO EVENT WILL BIDAPP BE LIABLE (i) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS, AND PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF BIDAPP KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES OR THE PLATFORM AND OPERATORS OF EXTERNAL PLATFORMS, RESOURCES, OR WEBSITES.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL BIDAPP'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES OR THE PLATFORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EXCEED THE NET AMOUNT PAID UNDER THESE TERMS DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT CLAIM, BUT IN NO EVENT CAN THAT AMOUNT EXCEED THE TOTAL SUM OF ONE THOUSAND DOLLARS (US\$1,000). NOTWITHSTANDING ANYTHING IN THE FOREGOING, IF NO AMOUNT HAS BEEN PAID BY OR TO USER IN THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT CLAIM, BIDAPP'S MAXIMUM LIABILITY IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES OR THE PLATFORM WILL BE THE TOTAL SUM OF TWENTY DOLLARS (US\$20).

FOR THE AVOIDANCE OF DOUBT, NOTHING IN THESE TERMS EXCLUDES OR LIMITS A PARTY'S LIABILITY TO THE EXTENT SUCH EXCLUSION OR LIMITATION WOULD BE UNLAWFUL UNDER APPLICABLE LAW.

16. Indemnification

You agree to indemnify, defend, and hold harmless Bidapp, its officers, managers, directors, employees, affiliates, and subsidiaries, and each of their respective legal representatives, successors, and assigns, for any claims, demands, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of or from (a) your use of or inability to use the Website or Bidapp Services, (b) your violation of any terms of these Terms or your violation of any rights of a third

party, (c) Your indemnification obligations under these Terms; or (d) Your violation of any applicable laws, rules or regulations including without limitation applicable data privacy laws and regulations. Bidapp reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bidapp in asserting any available defenses.

17. Term and Termination

These Terms will become effective upon your acceptance of the Terms and/or your continued use of the Website or the Bidapp Services and will remain in effect in perpetuity unless terminated hereunder.

Either you or Bidapp may terminate these Terms and your account at any time, for any reason or no reason, without explanation. Bidapp reserves the right to immediately suspend or terminate your access to the Website or the Bidapp Services, without notice or explanation, for any reason or no reason. We also reserve the right to remove your account information or data from our Bidapp Services and any other records at any time at our sole discretion. Any fees paid hereunder are non-refundable and non-cancelable. You may terminate your account by sending a notice of cancellation to: [Bidapp Support](#). Upon termination of your account, your right to use the Bidapp Services will immediately cease and you will remove all Bidapp code from your Mobile Properties. Following any termination of use of the Bidapp Services, Bidapp reserves the right to send a notice thereof to other registered users with whom you have corresponded. After termination of these Terms, you will pay Bidapp any amounts owed or invoiced within thirty (30) days of invoice.

18. Copyright Infringement Claims

If you believe Bidapp's material constitutes copyright infringement, please provide required information to Bidapp's designated agent.

19. General Provisions

These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales, without reference to its conflict of laws principles. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

These Terms, the Privacy Policy, and the Bidapp SDK License Agreement comprise the entire agreement between you and Bidapp regarding the use of these Bidapp Services, superseding any prior agreements between you and Bidapp related to your use of this Website or the Bidapp Services. Unless otherwise explicitly stated, the Terms will survive termination of your registration to the Bidapp Services. The failure of Bidapp to exercise or enforce any right or provision of these Terms does not

constitute a waiver of such right or provision. If any provision of these Terms is held invalid, the remainder of these Terms will continue in full force and effect. For purposes of contract interpretation, including resolution of any ambiguity, the parties acknowledge that the terms of the Terms should not be strictly construed against either party including the drafting party. The section titles in these Terms are for convenience only and have no legal or contractual effect. Bidapp will not be in breach of these Terms nor liable for any failure or delay in performance of any obligations under these Terms (and, if applicable, the date for performance of the obligations affected will be extended accordingly) as a result of any event outside the reasonable control of Bidapp affecting its ability to perform any of its obligations under these Terms including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, locks outs and industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or Bidapp Services. You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms.

20. Revision Date.

This Terms was last revised on September 29, 2023.