

Terms of Service

Last Modified October 3, 2024

Acceptance of the Terms of Service

These terms of service are entered into by and between you, the user, and Data Fusion 535 Media, LLC d/b/a DataFusion (“Company”, “we” or “us”). The following terms and conditions (these “Terms of Service”) are a legal agreement between you and us, and they contain important information on your legal rights, remedies and obligations. These Terms of Service govern your access to and use of both: (i) our website and any content, functionality and services offered on or through our website or affiliated websites (collectively, the “Website”); as well as (ii) your access to and use of our demand-side advertising platform, whether as an application, through our Website or through the provision of Software-as-a-Service (the “Platform”) (and collectively with the Website, the “Services”), in each case whether as a guest, a client or a registered user.

By accessing or using the Services, you: (i) acknowledge that you have read and understand, and are agreeing, on your own behalf and on behalf of any company, agents, clients or affiliates for whom you are operating, to be bound by these Terms of Service and our [Privacy Policy](#); (ii) that you agree to comply with all applicable laws, rules and regulations; and (iii) represent that you have the legal capacity and the authority to enter a contract on behalf of any company, agents, clients or affiliates on whose behalf you are accessing the Services. You further acknowledge and agree that your access to and use of the Services are valuable benefits that you receive by agreeing to, and complying with, these Terms of Service. You may not access or use the Services, and you should discontinue these activities immediately, if you: (a) do not agree to these Terms of Use and our [Privacy Policy](#); or (b) are prohibited from accessing or using the Services by applicable law.

Revisions to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. We also reserve the right to change, suspend or discontinue all or any portion of the Services at any time, in our sole discretion, temporarily or permanently, for any or no reason, without notice to you, and without any liability. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Your sole remedy should you not consent to a modified term of these Terms of Service is to cease use of or access to the Services. The most current Terms of Service will be available at all times through the Website and will supersede all previous versions.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Services provided to any user, including registered users.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our sole and exclusive opinion, you have violated any provision of these Terms of Service.

Intellectual Property Rights

Except as provided in the section below titled “Terms and Conditions Specific to the Platform,” the Services and their entire contents, features and functionality (including but not limited to all information of any source, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The Company is, and shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all such patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively “Intellectual Property Rights”). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website without our permission.

The Company name, logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks or any of the Company’s registered or common law trademarks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You warrant and agree that, while accessing or using the Services, you will not yourself, and will not induce, assist or cause others to, directly or indirectly, for any purpose and by any means or in any form or medium whatsoever, use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any offensive, harassing, intimidating, threatening or other unlawful activity, any fraudulent purpose or to infringe the rights of the Company or others.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, crawler or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the or for any other unauthorized purpose without our prior written consent.
- Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, and forms).
- Use any metatags or any other "hidden text" utilizing the Company's name, trademarks, service marks, or trade names.
- Use any device, software or routine that interferes with the proper working of the Services, including any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Engage in any automatic or unauthorized means of accessing, logging-in or registering on the Services, if applicable, or obtaining lists of users or other information from or through the Services, including any information residing on any server or database connected to the Services; or
- Attempt (or encourage or support anyone else's attempt) to circumvent, reverse-engineer, decrypt, or otherwise alter, or interfere with, the Services.
- Otherwise attempt to interfere with the proper working of the Services.

Content Standards

These content standards apply to any and all contributions to and use of the Services. Any contributions or advertisements posted or made by you must comply in their entirety with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, your contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, threatening, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe the Company's Intellectual Property Rights or any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Terms and Conditions Specific to the Platform

In the absence of a master services agreement or similar contract governing your use of our demand-side advertising platform, whether as an application, through our Website or through the provision of Software-as-a-Service, the terms and conditions in this section shall govern your use of the Platform:

- Privacy: You will comply at all times with all applicable laws, regulations and industry norms related to the privacy and security of Personal Information (“PI”). You will not transmit any PI in connection with your use of the Platform, and the Company will not provide any PI to you, aside from IP addresses as needed to use the Platform. All processing of PI by both parties shall comply at all times with the Company’s [Privacy Policy](#).
- Anti-bias and Discrimination in Advertising: You hereby agree to comply at all times with all applicable laws, regulations, guidance and industry norms related to preventing bias or discrimination in advertising, including for example, and not limited to, the [Guidance on the Application Fair Housing Act to the Advertising of Housing, Credit, and Other Real Estate-Related Transactions](#) provided by the U.S. Department of Housing and Urban Development, if applicable. You agree to take reasonable measures to prevent such bias and discrimination in your advertising, including by auditing audience categorizations tools, disabling mirror audience tools, and testing the outcomes of the use of such tools, as appropriate.
- Confidentiality: Both parties agree to keep all information that the other party has marked “confidential” in strict confidence, and will protect the confidentiality of any such information using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Notwithstanding the foregoing, confidential information does not include data that: (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was rightfully acquired and known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving party without access to any confidential information of the disclosing party. The obligations of confidentiality described herein will expire five years after the expiration or termination of your use of

the Platform, except for information identified by the disclosing party as a trade secret, which shall be held in confidence for as long as such information remains a trade secret under applicable law, other than due to a breach of these Terms of Service or any master services agreement governing your use of the Platform.

- **Fees and Payment:** All fees payable to the Company will be denominated in U.S. dollars and will be paid by check or wire transfer. Company will invoice you, on a calendar monthly basis, for all impressions purchased during the prior calendar month. All invoices will be based on Company's reporting and Company's systems are the definitive system of record for calculating market prices and any other metric. If there is a discrepancy of more than 5% between your count of any metric and the Company's count, the parties will use commercially reasonable efforts to reconcile the discrepancy and you shall not be required to make payment for the disputed portion of the applicable invoice until such discrepancy has been resolved. Company shall be entitled to deduct invoice charges from prepaid fees paid by you at the time the Service is provided. To the extent invoices charges exceed prepaid fees, you will pay all non-disputed portions of invoices within 30 days of the invoice date.
- **Licenses:** Company hereby grants to you a non-exclusive, non-transferable, non-sublicensable, royalty-free, world-wide right and license during the term to access and use the Platform. Except as expressly agreed by the parties, you agree not to: (a) reproduce or distribute the Service, or any portion thereof; (b) use or authorize use of the Service for any purpose other than the use of the Platform; or (c) modify, prepare derivative works of, reverse engineer, decompile, or disassemble the Service or any portion thereof. You agree that, as between the parties, the Company owns and retains all right, title, and interest, including all Intellectual Property Rights, in and to the inventory of ad units and the Platform and any enhancements, modifications, or derivative works thereto. As between the parties, you also agrees that the Company shall own all right, title, and interest in any auction bids, auction clearing prices or similar data ("Bid Request Data") transferred from Company to Client.
- **Usage of Your Data:** By using the Platform, you grant to the Company a right to use data you transmitted to the Company as reasonably necessary to exercise its rights or discharge its obligations while providing the Platform. Company shall not use, share, or resell any of your data without your prior written consent, or otherwise provide or transmit your data to any person or entity, except as reasonably required to perform its obligations necessary to provide and operate the Platform. You agree that the Company will have the right to anonymize your data (so that neither you nor any other buyer is, or can be, identified), merge such anonymized data with comparable data from other Company clients, and use such anonymized and Aggregated data for Company's reporting, planning, development, and promotional purposes, so long as third parties cannot attribute the data to you. For example, your data may be anonymously included in aggregated statistics about the size and growth rates of the Platform for reporting, planning or promotional purposes.

The terms and conditions listed above in this section are in addition to, and do not replace, the rest of the provisions of these Terms of Service provided herewith, which govern any use of the Services in their entirety. Only to the extent there is a conflict between the terms and conditions in this section and any master services agreement or similar contract governing your use of the Platform, signed by the parties, the terms of such master services agreement or similar contract shall prevail and govern.

Monitoring and Enforcement; Termination

We reserve the right to:

- Remove or refuse to post any user contributions to the Services for any or no reason in our sole discretion.
- Take any action with respect to any user contributions to the Services that we deem necessary or appropriate in our sole discretion, including if we believe that such contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any reason or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review all material before it is posted, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the content, information, or material on the Website may be out of date at any given time, and we are under no obligation to update such content, information, and material.

Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such

websites. Any links to third party websites or material shall not be deemed to be any endorsement of such material and website by us.

Use by United States Residents

We publish this Website in the United States for use only by persons located in the United States. You agree to use the Website in accordance with all United States federal, state and local laws and these Terms of Service. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and regulations.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR ANY FUNCTION OR ITEMS OBTAINED THROUGH THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR IF YOU ACCESS THE WEBSITE SOLELY THROUGH AN ARRANGEMENT WITH YOUR EMPLOYER, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnification

You hereby agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees, court costs, accounting fees and amounts paid in settlement) arising out of or relating to your violation of these Terms of Service or your use of the Services, including, but not limited to, your posts or contributions, any use of the Services' content, functions and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Services. You agree to cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

Privacy and Cross-Border Transfer

Our [Privacy Policy](#) applies to the use of the Services and its terms are incorporated into these Terms of Service. By using the Services, you agree that we may process, transfer, and store information about you in the United States, where you may not have the same rights and protections as you do in your local jurisdiction.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction), regardless of where the user is based.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania and County of Allegheny, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement and Invalidity of Terms

Regarding the Website, these Terms of Service and our [Privacy Policy](#) constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Regarding the Platform, these Terms of Service constitute the sole and entire agreement between you and the Company with respect to the Platform, except that if you enter into a master services agreement with the Company or similar contract directly related to your use of the Platform, such master services agreement will be given force and effect for, and shall prevail over, any terms therein that are inconsistent with these Terms of Service.

If any part of these Terms of Service is found to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a

valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

Questions, Comments or Service Issues

If you have any questions, comments or service issues pertaining to the Services, please contact us at:

Email: privacy@data-fusion.io

U.S. Mail: Privacy 503 Martindale Street Suite 250, Pittsburgh PA 15212