

Last Updated: June 3, 2026

OddBytes Advertiser Program Terms

By participating in the OddBytes online advertising program, you agree to these Program Terms, along with any Advertiser Insertion Order if applicable (“**Insertion Order**,” and collectively, the “**Agreement**”). This Agreement is entered into by and between you (“**Advertiser**”) and OddBytes LLC, a Delaware limited liability company with its principal place of business located at 301 N. Main St., Ste. 201, Huntington Beach, CA 92648 (“**OddBytes**”) (OddBytes and Advertiser will be individually referred to as a “**Party**” or collectively as the “**Parties**”).

In any instance in which Advertiser is an agency entering into this Agreement on behalf of a client, any reference to “Advertiser” refers jointly to agency as well as Advertiser’s underlying client, except where otherwise indicated. Agency and client will be jointly and severally liable for all obligations arising under this Agreement, including payment obligations, representations, warranties, indemnification obligations, and compliance with the Program.

These Program Terms are effective as of the earlier of (1) the date Advertiser signs up for OddBytes’ and/or its Affiliates’ online advertising program, including use and access to OddBytes’ API and API Specifications (the “**Program**”), or (2) if applicable, the date an Insertion Order is accepted and signed by both Parties (the “**Effective Date**”). These Program Terms govern Advertiser’s participation in the Program.

Advertiser and OddBytes agree as follows:

1. PROGRAM DESCRIPTION

1.1 *Overview.* Under the Program and based on the Campaign information Advertiser provides, OddBytes will serve Advertisements to users connected to the Internet or through mobile applications, as set forth below.

1.2 *Definitions.* In addition to the terms defined within other sections of this Agreement, the following capitalized terms will have the meanings associated with them below.

- a. “**Advertisement(s)**” means Content delivered by Advertiser that is served to end users pursuant to the Program, including through the following channels selected by Advertiser in an IO or upon signup to the Program: (1) “**Publisher Sites**” means traffic from OddBytes’ owned and operated domains or inventory purchased directly from domains with which OddBytes has a direct relationship, and (2) “**Extension Audiences**” means traffic from browser extensions, browsers, platforms, or applications owned or operated by OddBytes and Affiliates, as well as third-party browsers, publishers, or applications that use or integrate OddBytes’ code, SDKs, or APIs.
- b. “**Advertiser Credentials**” means Advertiser access keys and/or passwords that are used to access OddBytes’ servers pursuant to and in accordance with this Agreement.
- c. “**Affiliate(s)**” means a Party’s parent company, parent company’s subsidiaries, principals, employees, officers, consultants, directors, members, agents, subsidiaries, and affiliates.
- d. “**Specifications**” means all specifications, documentation, and other materials provided in connection with OddBytes’ API or SDK, including any and all protocols and procedures provided by OddBytes for use in connection with the Program.

- e. **“Applicable Data Protection Laws”** means all applicable U.S. federal and state laws relating to privacy, data protection, and data security, including without limitation the California Consumer Privacy Act, as amended by the California Privacy Rights Act and other similar applicable international or U.S. state privacy laws.
- f. **“Campaign(s)”** means advertising order information (e.g., designation of Keyword Targets, bid amounts, and other terms) that Advertiser submits via the Program, including by way of OddBytes’ website, along with any updates and modifications to the same, which Advertiser may implement from time to time during Advertiser’s participation in the Program.
- g. **“Content”** means all information and materials provided by an Advertiser in connection with an Advertisement, including, but not limited to, trade names, domain names, logos, trademarks, service marks, text, graphics, audio, weblinks, and URLs.
- h. **“Data”** means any and all data obtained from the Program using OddBytes’ API or otherwise, including, but not limited to, reporting data and analytics derived therefrom.
- i. **“Fraudulent Traffic”** means traffic that is automated or designed to generate clicks or views that are not the actions of human end users with an actual desire to engage with the content appearing on the respective page(s).
- j. **“Keyword Targets”** means keywords, keyword phrases, search terms, creator categories or topics, or URLs that Advertiser selects for Advertiser Campaigns.
- k. **“Synthetic Performer”** means an artificial intelligence-generated, digitally created, or digitally modified person intended to create the impression that a real human performer is appearing in an Advertisement.

1.3 *Frequency of Displays.* How often Advertiser’s Advertisements are served is dependent upon (i) the terms of Advertiser’s then-current Campaign and/or (ii) whether other OddBytes’ clients have selected the same Keyword Targets as Advertiser has and/or have agreed to pay a higher price for displays. For example, Advertiser may not receive any clicks or impressions of Advertiser’s Advertisements with respect to a specific Keyword Target if other clients are bidding more than Advertiser is bidding for that Keyword Target. Typically, the higher the bid on a Keyword Target, the greater the volume of the bidder’s Advertisements served for that Keyword Target. To be clear however, notwithstanding the foregoing or anything to the contrary in this Agreement, Advertiser acknowledges and agrees that OddBytes makes no promise or guarantee regarding any minimum or certain number of clicks or impressions with respect to any one or more Advertisements and/or Keyword Targets.

2. CAMPAIGN RULES AND RESTRICTIONS

2.1 *Submission of Campaign Information.* Advertiser may update Advertiser’s Campaign information at any time. Such updates will be implemented as soon as reasonably practicable. Updates may include, for example, changes to Keyword Targets or changes in fee levels. Advertiser’s updates will have prospective effects only.

2.2 *Campaign Responsibility.* Advertiser may request the involvement of OddBytes to help select Keyword Targets, develop Advertiser’s Campaign strategy, manage Advertiser’s Campaign(s), or otherwise support Advertiser’s participation in the Program (all such services are collectively referred to as **“Campaign Support”**). Advertiser understands, acknowledges, and agrees, however, that: (i) OddBytes is under no obligation to provide Campaign Support under this Agreement and will have no liability to Advertiser or to any third party for the provision of, and/or any failure to provide, such Campaign Support; and (ii) at all times, Advertiser will remain solely responsible for: (a) the Content, design, and management of Advertiser’s Campaigns, including confirming and maintaining the accuracy, acceptability,

and legality of Advertiser's Campaign parameters and set-ups; (b) the selection of Advertiser's Keyword Targets; (c) the creation and submission of Advertisements that are in compliance with OddBytes' requirements, the terms of this Agreement, and applicable laws and regulations; (d) the content of any destinations or items linked to Advertiser's Advertisement; and (e) the process, success, content, quality, and accuracy of all transactions with, or information provided to, users through Advertiser's Advertisements. Advertiser also acknowledges and agrees that with respect to the Campaigns and/or the Program, it will be solely responsible and held liable for all actions taken by any users under the Advertiser's Account (as defined below), including any sub-accounts created within the Account.

2.3 *Submission of Advertisements.* Advertisements will be submitted in accordance with the terms of this Agreement and OddBytes' current [Compliance Guidelines](#), as modified from time-to-time in the Platform. If, and to the extent a delivered Advertisement does not conform to OddBytes' then-current format specifications, policies, guidelines, and the terms of this Agreement, OddBytes may, at its option and in its sole discretion: (i) immediately reject the Advertisement and require Advertiser to submit a compliant Advertisement; or (ii) make technical modifications as necessary to conform the Advertisement with such specifications.

2.4 *Rejection or Suspension of Advertisements.* OddBytes may also immediately reject or suspend an Advertisement, in its sole discretion, if OddBytes believes the content of the Advertisement is or may be: (a) inappropriate or fraudulent; (b) unauthorized by necessary third parties; (c) in violation of OddBytes' or any third party's intellectual property rights and/or in violation of any applicable law, regulation, ordinance, or rule; or (d) inconsistent or incompatible with the business interests of OddBytes or its Affiliates. ***Neither OddBytes nor its Affiliates will have any liability to Advertiser or any third party, including any third party claiming through or as a third-party beneficiary of Advertiser, as a result of or arising in any way, directly or indirectly, out of (a) OddBytes' decision to reject or suspend an Advertisement; (b) OddBytes' decision to accept any Advertisement; or (c) OddBytes' transmission, delivery, posting, or other distribution of such Advertisement, directly, indirectly, or through its Affiliates.***

2.5 *Labeling of Advertisements.* OddBytes may require Advertiser to affix the term or label "Advertisement" or "Sponsored" on any Advertisement being served via the Program. Advertiser will also be responsible for including any disclosure, notice, or labeling required by applicable law with respect to any Synthetic Performer used in an Advertisement. OddBytes may require Advertiser to modify an Advertisement to include such disclosure or may reject or suspend any Advertisement that fails to comply with this Section. With respect to the labeling rules in this Paragraph, Advertiser must keep the label of the Advertisement in exactly the same form and format as provided by OddBytes and may not modify the label in any way without OddBytes' prior written consent, intentionally or not, in whole or in part, including but not limited to, any technical workarounds.

2.6 *License to OddBytes.* Advertiser grants to OddBytes a non-exclusive, license fee-free, and royalty-free, worldwide license to use, store, reproduce, distribute, create derivative works of, publicly perform, publicly display, and digitally perform all of Advertiser's Advertisements (including all Content) for purposes of performing its obligations under this Agreement and for related promotional and business purposes, including use in OddBytes' and its Affiliates' marketing collateral.

2.7 *Program Reports and Data; Usage Statistics.* Any data that may be collected in connection with the operation of the Program, including in connection with the implementation and operation of Advertiser's Campaign(s), will be and remain the sole and exclusive property of OddBytes; provided,

however, that, OddBytes grants to Advertiser the right to use any Program report provided or made available to Advertiser by OddBytes for Advertiser's internal business purposes. In addition, at Advertiser's request, and subject to Advertiser's compliance with applicable security measures, Advertiser will have access to usage statistics relating to Advertiser's Advertisements. OddBytes will not provide Advertiser with specific usage statistics relating to other clients participating in the Program.

2.8 *Program Prohibitions.* In no event is Advertiser authorized to, and it will be deemed a material breach of this Agreement if, Advertiser, directly or indirectly, uses the Program in violation of this Agreement (including updates to this Agreement as made from time to time by OddBytes in its sole discretion), or uses the Program (including any Advertisement) to:

1. infringe on any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or any third-party right of publicity or privacy, including but not limited to, generating unauthorized displays of Advertisements or third-party advertisements, or distributing an Advertisement that includes third-party content without having secured any and all rights, consents, licenses, waivers, and clearances required from and the express prior documented authorization of such third party;
2. generate or facilitate visits to websites that appear to be based on fraudulent or deceptive practices, including the use of robots or other automated tools to generate unintended user requests, to open windows without a direct user click or authorization, and/or to redirect a user to a website such user did not intend to visit;
3. use optimization services and/or software to fraudulently-alter information regarding advertising results;
4. advertise any substances, services, products, or materials that are illegal or prohibited in any state or country or other jurisdiction where the Advertisement is or may be displayed;
5. violate any applicable law, statute, ordinance, rule, or regulation, including but not limited to, the laws and regulations governing: (i) misleading, false, or deceptive advertising; (ii) online advertising or marketing; (iii) anti-discrimination; (iv) unfair competition; or (v) export control;
6. violate any applicable internet browser policies, procedures, or rules;
7. disseminate Advertisements or Content that: (i) is defamatory, libelous, or constitutes trade disparagement or libel; (ii) is profane, lewd, or obscene to a reasonable person; (iii) consists of an adult nature or products of an adult nature, including images, videos or text portraying nudity, sexual acts, drugs, adult toys, or contraceptives, unless otherwise approved in advance by OddBytes; or (iv) promotes violence or hate speech;
8. disseminate Advertisements that include or consist of gambling, sweepstakes or similar activities, unless (i) otherwise approved in advance by OddBytes and (ii) Advertiser holds all necessary licenses and certifications;
9. display any download prompt or Active-X launch prompt or Active-X auto-install without requiring a direct click on Advertiser's Advertisement by the user;
10. redirect a user to another URL without a direct click by the user on Advertiser's Advertisement;
11. modify, tamper with, or interfere with the operations or size of the window inside which the Advertisement is displayed in a manner that prevents the title bar and window closing controls from being visible;
12. disseminate viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines that if downloaded could cause harm (intentionally or unintentionally) to the Program or a consumer user's computer;
13. disseminate Content that has been modified in any respect from, or is additional to that originally submitted to, OddBytes with the Advertisement, or promote products or services different from, or

in addition to, those initially represented or promoted by the Advertisement originally submitted to OddBytes;

14. modify, alter, hack, or change in any way, intentionally or not, in whole or in part, the label of the Advertisement provided by OddBytes as an Advertisement being served via the Program; or
15. engage in any other conduct or practices that OddBytes, after considering established industry standards but in its sole discretion, believes to be misleading, deceptive, fraudulent, unfair, damaging to OddBytes' consumer users, damaging to OddBytes' business, or otherwise inappropriate or unacceptable in any way.

Advertiser acknowledges and agrees that if OddBytes believes, in its sole discretion, that Advertiser has engaged in any violation of any of the foregoing terms, Advertiser's participation in the Program may be immediately suspended and this Agreement may be terminated. Violations of the above terms may also subject Advertiser to other legal consequences and damages, including direct and indirect damages under contract, equity, law, tort, and otherwise.

2.9 *Representations and Warranties.* Advertiser represents and warrants that:

1. If Advertiser is an agency or other third party acting on behalf of the provider of an Advertisement, Advertiser (a) is the authorized agent of the provider of the Advertisement; (b) it has the legal authority to enter into this Agreement and take all actions and decisions relating to the Advertisement.
2. Advertiser represents and warrants that neither it nor any person or entity that owns or controls Advertiser or the person providing the Advertisement is subject to sanctions, embargoes, export restrictions, or similar measures administered by the United States or any other jurisdiction applicable to the Program, and Advertiser will not use the Program in a manner that would cause OddBytes to violate such laws or restrictions.
3. The information Advertiser has provided, or will provide in connection with, Advertiser's participation in the Program is and will be accurate and complete and will be updated as required during the term of this Agreement to maintain its accuracy, currency, and completeness;
4. Advertiser holds, and will maintain during the term of this Agreement, all rights, consents, licenses, waivers, clearances, requisite approvals, permits, and/or necessary filings, and all authority required to produce, deliver, and distribute the Advertisements as contemplated under this Agreement and to authorize OddBytes to use, store, reproduce, display, transmit, and distribute the Advertisements;
5. Its Advertisements, landing pages, products, services, and any Content shared with OddBytes comply with all applicable laws and regulations in the jurisdictions targeted by the applicable campaign and will not cause OddBytes to violate any applicable law, regulation, platform policy, or industry standard.
6. Advertiser will (a) provide and maintain all notices, disclosures, consent mechanisms (including a consent management platform where required by Applicable Data Protection Laws), and opt-out rights required by Applicable Data Protection Laws in connection with its use of the Services and any OddBytes pixels, tags, SDKs, APIs, cookies, or similar technologies; (b) ensure that any website, application, landing page, or other digital property linked from an Advertisement or used in connection with the Program supports such required notice, consent, and opt-out mechanisms, including "Do Not Sell or Share" rights where applicable; (c) ensure that any personal information made available to OddBytes is collected, processed, and shared in compliance with Applicable Data Protection Laws; and (d) maintain and make publicly available a privacy policy that complies with Applicable Data Protection Laws and accurately describes its collection, use, disclosure, and

sharing of personal information, including, where required by Applicable Data Protection Laws, the use of the Program and any OddBytes pixels, tags, SDKs, APIs, cookies, or similar technologies and the involvement of third parties, including OddBytes, in connection with advertising, measurement, attribution, analytics, fraud prevention, and related purposes.

7. Any Advertisement containing a Synthetic Performer complies with the New York Synthetic Performer Disclosure Act and any other applicable synthetic performer disclosure requirements. Advertiser will be solely responsible for determining whether a disclosure is required and for ensuring that any required disclosure is included in a clear and conspicuous manner. Upon request, Advertiser will provide documentation reasonably sufficient to demonstrate compliance with this Section. OddBytes may reject, suspend, remove, or require modification of any Advertisement that OddBytes reasonably believes may violate this provision;
8. Advertiser will maintain commercially reasonable security measures designed to prevent the distribution of malware, malicious code, viruses, spyware, ransomware, trojan horses, or other harmful software through any Advertisement, landing page, website, application, or Content provided in connection with the Program and will promptly remove or remediate any such content upon discovery or notice from OddBytes.
9. Advertiser will not use the Program, any audience segment, targeting criteria, measurement data, attribution data, or other information derived from the Program for discriminatory purposes or in a manner that violates applicable laws. Advertiser will not target individuals based on sensitive personal information, information relating to criminal convictions or offenses, or any category prohibited by applicable law.
10. Advertiser will not, nor will Advertiser authorize any third party to: (i) infringe upon or misappropriate OddBytes' or its Affiliates' intellectual property embodied within or relating to OddBytes' website or any other website or operations of OddBytes or its Affiliates; (ii) copy, clone, reverse engineer, decompile, disassemble, or otherwise attempt to gain unauthorized access to or derive the source code of OddBytes' website or any other website or operations of OddBytes or its Affiliates; or (iii) hack, interrupt, interfere with or damage the operation of the Program, OddBytes' website or any other website or operations of OddBytes or its Affiliates; and
11. Advertiser will not violate the "Program Prohibitions" in this Agreement.

2.10 *Relationship Between OddBytes and Advertiser.* The relationship between Advertiser and OddBytes is one of independent contractors, and nothing contained within this Agreement or relating to Advertiser's or OddBytes' performance under this Agreement will in any way modify that relationship or be construed to make either Party a partner, employee, agent, or joint-venturer of the other. Without limiting the foregoing, (a) neither OddBytes nor Advertiser may make any representation or commitment or incur any obligation on behalf or in the name of the other Party; and (b) Advertiser will not make any commitment to any third Party that would purport to require OddBytes to make the Program available, continue the Program, or continue its support of any Campaign or any element of any Campaign, for any minimum or fixed period of time.

2.11 *License to Advertiser.* OddBytes grants to Advertiser a limited, non-transferable, non-sublicenseable, non-exclusive license to use OddBytes' API to access OddBytes' servers in connection with Advertiser's use of the Program, subject to all of the following: (i) Advertiser has an active online Program account; (ii) Advertiser is and remains in compliance with this Agreement; (iii) Advertiser uses OddBytes' API solely as described in the API Specifications and in this Agreement; and (iv) Advertiser's access to OddBytes' servers is only by way of use of the Advertiser Credentials provided by OddBytes to Advertiser. Advertiser acknowledges and agrees that OddBytes may monitor any OddBytes API activity for the purpose of ensuring compliance with this Agreement and for improving the Program

and OddBytes' API. Advertiser agrees that if there is any violation of this Agreement, access to OddBytes' API may be suspended or terminated by OddBytes at any time with or without notice.

2.12 *Technical Restrictions.* Advertiser will: (1) not sell, distribute, lease, sublicense, or otherwise disclose or transfer the Specifications, Advertiser Credentials, or Data to any third party or otherwise without OddBytes' express prior written consent; (2) use commercial best efforts to keep the API Specifications, Advertiser Credentials, and Data secure at all times according to the highest industry security standards, but in no event less than the security protocol being accepted by OddBytes' API servers; (3) except as permitted by the Program and this Agreement, not use automated means to access, query, or otherwise collect information by way of use of OddBytes' API or from the Program; (4) use OddBytes' API in compliance with all applicable laws, rules, and regulations, and all third-party rights and will not operate its use in a manner that is or that may be illegal, fraudulent, false, or misleading; and (5) not interfere or attempt to interfere in any manner with the proper working of OddBytes' API, or attempt to interfere with OddBytes' monitoring of Advertiser's use of OddBytes' API.

2.13 *Blacklist.* Advertiser and OddBytes may maintain a list of excluded content and advertisers ("**Blacklist**"), which may be updated from time to time via the OddBytes' platform or otherwise communicated in writing. Changes to the Blacklist may take up to 48 hours following acknowledgment of receipt of written notice to implement.

3. FEES AND PAYMENT TERMS

3.1 *How Advertiser is Charged.* Program charges are determined by: (a) how much Advertiser chooses to "bid" for Advertiser's Advertisement to be served on the Keyword Targets Advertiser has selected for such Advertisement and (b) how often Advertiser's Advertisement is served. Display Advertisements are charged on a Cost Per View/Display ("**CPV**") basis. The minimum bid level for Advertisements will be posted on OddBytes' website.

Program fees do not include any applicable taxes, duties, or other governmental charges, all of which will be Advertiser's responsibility. OddBytes may modify its fee structure, including then-current minimum bid levels, at any time. OddBytes will notify Advertiser of any changes to Program fees either through a posting on OddBytes' website or via email.

Advertiser understands and agrees that all Program charges will be calculated solely based upon OddBytes' records, unless as otherwise stated on an applicable Insertion Order. Unless as otherwise stated on an Insertion Order, no other measurements or statistics of any kind will be accepted by OddBytes or have any effect under this Agreement. If Advertiser disputes any charge made under the Program, Advertiser must notify OddBytes in writing within fifteen (15) days of any such charge; failure to so notify OddBytes will be deemed a waiver by Advertiser of any claim relating to the disputed charge.

Advertiser will not be responsible for payments relating to Fraudulent Traffic, provided that Advertiser produces reasonable supporting documentation evidencing that traffic is Fraudulent Traffic (including any documentation specifically required on an Insertion Order) within seven days of its first occurrence. Hence, except for Fraudulent Traffic, Advertiser will be responsible for the payment of any amounts due under this Agreement for the serving of such Advertisements and all other Advertisements served by OddBytes, whether or not Advertiser is paid by any third party(ies), if any, on behalf of whom Advertiser is creating, delivering, disclosing, or distributing one or more Advertisements.

3.2 Performance-Based Campaign Reporting. For any Campaign priced on a performance basis where billing, payment, lead qualification, conversion qualification, or other events are determined in whole or in part based on Advertiser's tracking, reporting, attribution, validation, or other systems, the applicable Insertion Order may provide that Advertiser's reporting will be used to calculate amounts owed. In such cases, the applicable Insertion Order will control with respect to the calculation of billable events and amounts owed. Advertiser will provide OddBytes with continuous online access to reporting sufficient to verify billable events and amounts payable under the applicable Insertion Order. Advertiser will not intentionally suppress, delay, withhold, reject, invalidate, scrub, fail to record, or otherwise manipulate reporting for the purpose of reducing amounts payable to OddBytes. OddBytes may dispute any reported leads, conversions, billable events, validation determinations, or payout calculations by providing written notice within 30 days following the end of the applicable billing period. Upon request, Advertiser will provide supporting documentation reasonably necessary to verify the disputed amounts and will reasonably cooperate in resolving any discrepancy. If no dispute is raised within such period, the reporting for that billing period will be deemed accepted and final, except in the case of fraud, intentional misconduct, or material reporting error. Any underpayment identified through the dispute process will be paid within fifteen days after resolution of the discrepancy.

3.3 Pre-Payment Funding Requirements. If Advertiser is on pre-payment terms, Advertiser must maintain a positive cash account balance in Advertiser's online Program account ("**Account**") to initiate and maintain a Campaign. Advertiser's Account may be funded via credit card, wire transfer, or Automated Clearing House ("**ACH**"). Advertiser may check Advertiser's Account balance at any time via OddBytes' website. Campaign charges are generally posted to Advertiser's Account within 30 minutes following the delivery of an Advertisement. Specific instructions as to how to fund Advertiser's Account via wire transfer or ACH will be provided by Advertiser's account manager. Instructions for credit card funding are provided below.

To fund Advertiser's Account via credit card for the first time and/or when the credit card's issuing bank does not require a payer authentication process, Advertiser is required to provide OddBytes with a signed credit card authorization form in the form sent by OddBytes via DocuSign. Advertiser may take these additional steps if it cannot sign the authorization form via DocuSign for any technical reason: (1) check the notification bar or the credit card profile in Advertiser's Account to verify the correct email address was used to receive the authorization form via DocuSign; (2) check the email's junk or SPAM folder; or (3) create a free DocuSign account to access the form through DocuSign's interface. Individual credit card transactions may not exceed \$20,000 USD (\$10,000 USD for non-US issued credit cards) per transaction or \$300,000 USD (\$150,000 USD for non-US issued credit cards) per calendar month. Funding in excess of the foregoing amounts must be remitted via wire transfer or ACH. For one-time first-time funding, the minimum starting balance for new accounts is \$1,000 USD. Program charges will be automatically credited against Advertiser's Account balance until the balance is exhausted. If Advertiser's Account balance goes to zero, Advertiser's participation in the Program, including the continuation of any ongoing Campaign, will be paused without notice. Advertisers may at any time replenish or add to Advertiser's Account balance in prepayment blocks of at least \$500 USD. Advertiser agrees that under no circumstances will Advertiser rescind or charge back payments (and any associated taxes or other charges) made to OddBytes via credit card.

3.4 Auto-Funding Requirements. An auto-funding credit card option is available to eligible Advertisers, which allows such Advertisers to automatically maintain their account balances at specified levels. This option is only available for credit cards that have at least ten successful transactions made on such card and to Advertisers in selected international regions that provide third-party verification from the credit card's issuing bank. In addition, the auto-funding transaction will only be authorized after the

signing of the auto-funding authorization form and OddBytes' approval in its sole discretion. The Advertiser selected minimum auto-funding charge amount is \$500 USD and the maximum auto-funding charge amount is \$50,000 USD for US credit cards (\$25,000 USD for non-US issued credit cards). The Advertiser-selected minimum account balance to trigger an auto-funding charge is \$200 USD and a maximum account balance to trigger an auto-funding charge is \$20,000 USD for US credit cards (\$10,000 USD for non-US issued credit cards). The total monthly allowable charges per Advertiser are \$500,000 USD for US credit cards and \$250,000 USD for non-US issued credit cards. Advertisers on auto-funding also have the option to fund their accounts with other acceptable payment methods. International auto-funding account eligibility, maximum charge, maximum account balance and total monthly charges will be decided on a case-by-case basis and in OddBytes' sole discretion. Advertiser must sign a new auto-funding authorization form if there is any change to the credit card, billing address, amounts, names and other information provided by Advertiser to OddBytes. Advertisers must enroll every 12 months to maintain an active auto-funding status and OddBytes reserves the right to terminate or suspend such status at any time in its sole discretion. To pause account charges, Advertiser must log on to its Account and follow account pause procedures. To terminate Advertiser's Account, Advertiser must follow the procedures set forth in Section 5 below. Advertiser understands and agrees that unless and until Advertiser has completed the procedures to pause or terminate (as applicable) Advertiser's Account, Advertiser will be responsible for all charges incurred. Advertiser agrees that under no circumstances will Advertiser rescind or charge back payments (and any associated taxes or other charges) made to OddBytes via credit card.

3.5 *Net Payment Campaign Funding Requirements.* If Advertiser is on net payment terms, invoices for Program charges will be due and payable based on the applicable Advertiser Insertion Order. Invoices will be sent electronically via email to the billing contact address provided in the IO or on account creation. To update the billing contact, contact finance@oddbytes.com. OddBytes does not support third-party platforms for invoice submission or upload requests. Amounts paid after the due date on the applicable Advertiser Insertion Order will bear interest at the rate of two percent per month (or the highest rate permitted by law, if less). Advertiser will be responsible for all reasonable expenses (including collection company fees, attorneys' fees, and costs) incurred by OddBytes in collecting delinquent, withheld, or rescinded amounts.

3.6 *Forfeiture for Inactivity.* If Advertiser's Account is inactive for more than six consecutive months, Advertiser's Account will be closed, and any Account balance will be forfeited unless such forfeiture is waived by OddBytes in its sole discretion, to the fullest extent allowed by law.

4. DISCLAIMER OF ALL PROGRAM WARRANTIES

ADVERTISER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE PROGRAM, INCLUDING ALL SERVICES PROVIDED UNDER AND PRODUCTS SUPPORTING THE PROGRAM, IS PROVIDED TO ADVERTISER "AS IS" AND WITHOUT ANY WARRANTIES, AND THAT ADVERTISER'S PARTICIPATION IN THE PROGRAM IS AT ADVERTISER'S OWN RISK.

WITHOUT LIMITING THE FOREGOING, ADVERTISER UNDERSTANDS AND ACKNOWLEDGES THAT ODDBYTES AND ITS AFFILIATES: (A) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE PROGRAM (INCLUDING ALL SERVICES PROVIDED UNDER AND PRODUCTS SUPPORTING THE SAME), INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED OR

ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (B) DO NOT WARRANT OR REPRESENT THAT (I) THE PROGRAM WILL MEET ADVERTISER'S REQUIREMENTS, (II) OPERATION OF THE PROGRAM WILL BE ERROR-FREE OR UNINTERRUPTED, (III) ADVERTISER'S USE OF THE PROGRAM WILL GENERATE ANY SALES OF ADVERTISER'S PRODUCTS OR SERVICES OR THOSE OF ANY THIRD PARTY ON WHOSE BEHALF ADVERTISER MAY BE SUBMITTING ADVERTISEMENTS, OR (IV) THE PROGRAM WILL DELIVER ANY MINIMUM OR SPECIFIC NUMBER OF ADVERTISEMENTS.

5. TERMINATION OF AGREEMENT, PROGRAM, CAMPAIGN

5.1 *Termination by Either Party.* OddBytes may at any time, ***in its sole discretion and without prior notice to Advertiser***, immediately terminate the Program, this Agreement, or Advertiser's use of any Keyword Target, Campaign, or Advertisement. OddBytes will, however, use commercially-reasonable efforts to notify Advertiser via email of any such termination within a reasonable period of time. Advertiser may, in Advertiser's sole discretion, terminate this Agreement and Advertiser's participation in the Program by providing two business days' prior written notice to OddBytes in accordance with the notice provisions in this Agreement. Notwithstanding the provision of notice, however, to pause account charges that may be incurred after Advertiser has provided notice of termination, but prior to the effective date of termination, Advertiser must log on to its Account and follow all account charge pause procedures. If Advertiser has auto-funded its Account, then in addition to providing notice of termination, and pausing charges on Advertiser's Account, Advertiser must follow the account termination procedures set forth in the auto-funding agreement.

5.2 *Effect of Termination on Account Balances.* If, upon termination of this Agreement, Advertiser has a positive balance in Advertiser's Account due to prior prepayments, *and if such termination resulted other than from Advertiser's breach of this Agreement*, OddBytes will (a) if such termination occurs within the first six months of Advertiser's participation in the Program, refund to Advertiser the amount of such balance (after deducting Program fee charges and any other charges that may have been incurred prior to and through the effective date of termination), or (b) if such termination occurs after the first six months, provide Advertiser with an additional 90 days during which to use any account balance before forfeiting the same. If this Agreement terminates as a result of Advertiser's breach, then Advertiser will forfeit any balance in Advertiser's Account unless such forfeiture is waived by OddBytes, in its sole discretion; provided, however, that any such forfeiture will not prejudice any other rights or remedies OddBytes may have available to it as a result of such breach.

5.3 *Other Consequences of Termination.* Neither Party will have any liability to the other or to any third party as a result of its decision to exercise or waive its rights under Section 5.2 above (if applicable); provided however, that any termination of this Agreement, the Program, a Campaign, or any element of a Campaign will not affect either Party's rights or obligations (including payment obligations) under this Agreement to the extent such rights or obligations incurred or accrued prior to the effective date of termination. In addition, those provisions which by their nature would be understood to survive any termination will be deemed to survive, including those provisions governing ownership rights, payment obligations, limitation of liability, releases, disclaimers, indemnification, ownership, confidentiality, assignment, governing law and venue, and integration.

6. LIMITATION OF LIABILITY

6.1 *Limitation of Liability.* **IN NO EVENT WILL ODDBYTES OR ITS AFFILIATES BE LIABLE TO ADVERTISER OR TO ANY THIRD PARTY (WHETHER OR NOT CLAIMING BY OR THROUGH ADVERTISER) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, REVENUES, GOOD WILL, REPUTATION, PROFITS OR COSTS OF COVER) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ADVERTISER'S USE OR THE PERFORMANCE OF THE PROGRAM, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON LAW, EQUITY, CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ODDBYTES OR ITS AFFILIATES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ODDBYTES' AND ITS AFFILIATES' CUMULATIVE LIABILITY TO ADVERTISER AND ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND BASED ON ANY THEORY OF LIABILITY, WILL BE LIMITED, TO AND WILL NOT EXCEED, THE FEES PAID BY ADVERTISER TO ODDBYTES DURING THE THIRTY (30) DAY PERIOD PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.**

6.2 *Force Majeure.* OddBytes will not incur any liability under this Agreement as a result of a failure or delay in performance (other than in the performance of its payment obligations) to the extent such failure or delay results from interruptions in the electrical supply, failure of the Internet, terrorism, cyber-attack, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, pandemic, war, governmental action, labor conditions, earthquakes, or any other condition or occurrence beyond the reasonable control of OddBytes. In the event of any failure or delay on the part of OddBytes, OddBytes' sole and exclusive obligation will be to restore service as soon as reasonably practicable.

6.3 *Additional Releases.* ***In no event will OddBytes or its Affiliates be liable for, and Advertiser releases each from any damages, liability, or claims by Advertiser and/or any third party arising out of or in connection with: (a) the lack of success of any Campaign; (b) the failure of any Campaign or any Advertisement to achieve any minimum or fixed number of clicks or impressions with respect to any one or more Advertisements and/or Keyword Targets in any particular context or at any particular time; (c) OddBytes' implementation of a campaign on behalf of any third party that is or may be at any time competitive with a Campaign established by Advertiser; and (d) any Campaign Support provided (or not provided) by OddBytes.***

7. INDEMNIFICATION

To the fullest extent allowed under the law, Advertiser agrees to indemnify, defend, and hold OddBytes and its Affiliates harmless from and against any and all liability, loss, damages, claims, or causes of action, including internal and external legal fees and expenses (collectively, a "Claim"), arising out of, related to, or arising in any way directly or indirectly from: (a) Advertiser's use of the Program; (b) Advertiser's Advertisements and any material to which users can link through an Advertisement; (c) Advertiser's selection and use of Keyword Targets (if applicable); and/or (d) Advertiser's breach of any term (including any warranty or representation) of this Agreement. If any claim or action is brought against OddBytes or its Affiliates for which indemnity may be sought pursuant to this Section, OddBytes or its Affiliates will be entitled to participate in the selection of defense counsel and associate into the defense of the Claim their own expense, and no settlement may be entered into by Advertiser without OddBytes' or its Affiliates' prior written consent.

8. OWNERSHIP, CONFIDENTIALITY AND PRIVACY

8.1 *Ownership; No Transfer of Title.* Nothing in this Agreement will be construed as transferring any intellectual property rights or ownership interests from OddBytes to Advertiser. Without limiting the foregoing, all ownership of and all right, title and interest including all copyrights and all other intellectual property rights in and relating to the Program, websites, services, design and formatting specifications and any content embodied by or set forth in the same will be and remain exclusively with OddBytes or its Affiliates. OddBytes and its Affiliates reserve all rights not expressly granted hereunder. Advertiser hereby releases and covenants not to sue OddBytes, its Affiliates and suppliers, for any and all damages, liabilities, causes of action, judgments, and claims pertaining to any intellectual property developed by Advertiser or any third party based upon or that relates to OddBytes' API, or which otherwise may arise in connection with Advertiser's use of, reliance upon, or reference to OddBytes' API or this Agreement.

8.2 *Confidential Information.* Each Party agrees that all non-public business, marketing, technical (including software code and algorithms), operational, vendor, marketing (including pricing, Keyword Target performance statistics, and competitive information), employee, customer, and financial information they obtain from the other, are the confidential property of the disclosing Party ("**Confidential Information**"). The receiving Party will protect the Confidential Information with the same degree of care as it would with its own Confidential Information, but in no event with less than reasonable care. The receiving Party will not disclose Confidential Information to the receiving Party's employees, agents, consultants, subsidiaries, corporate affiliates or any other third Parties, except when disclosure is necessary to perform the obligations under this Agreement, provided that any such recipient will be under the same obligations of confidentiality as that of the receiving Party, will be contractually bound to protect the Confidential Information consistent with the terms of this Agreement, and the receiving Party will be responsible for any unauthorized use or disclosure of the disclosing Party's Confidential Information by the receiving Party's recipients. The receiving Party will not be obligated under this Section with respect to information the receiving Party can document (i) is or has become readily publicly available without restriction through no fault of the receiving Party or its employees or agents, (ii) is received without restriction from a third Party lawfully in possession of such information and lawfully empowered to disclose such information, (iii) is legally required to be disclosed in filings with the Securities and Exchange Commission, or (iv) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the other Party. The receiving Party may make disclosures required by law or court order provided the receiving Party uses reasonable efforts to notify the other Party in writing as promptly as practicable (and, if possible, prior to making the disclosure) in order to permit the disclosing Party to limit disclosure and to obtain confidential treatment of the information. Upon a Party's written request, a receiving Party will destroy any Confidential Information after termination of this Agreement.

9. ADDITIONAL TERMS AND CONDITIONS

9.1 *Notices.* All notices to OddBytes in connection with this Agreement must be sent by: (1) United States First Class mail, UPS, or Federal Express to OddBytes, LLC, 301 N. Main St., Ste. 201, Huntington Beach, CA 92648, Attention: Legal Department and (2) **with a copy via email** to legal@oddbytes.com. Notices to Advertiser will be delivered via United States First Class mail, UPS, or Federal Express and email to the mailing and email address Advertiser provides on the applicable Insertion Order, upon signing up for the Program, and/or with Advertiser's Campaign information.

9.2 *Dispute Resolution.* This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws provisions. Regardless of physical location, Advertiser agrees to submit to jurisdiction in the United States and waives any and all defenses based on lack of jurisdiction, forum non-conveniens, or any other challenge based on jurisdictional issues.

Advertiser agrees that the Counties of Los Angeles or Orange in the State of California are an appropriate jurisdiction for any mediation, arbitration, and/or judicial action arising out of or relating to this Agreement.

1. Negotiation. Except for a request for equitable relief or other provisional remedy that may be sought from a court, any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach of this Agreement, including any claim based on contract, tort, or statute, and including any controversy about whether a claim is subject to arbitration or whether this Section is valid or enforceable (any such dispute, controversy or claim, a "Dispute"), will be resolved in accordance with the procedures set forth in this Section. In the event any Dispute arises, each Party will first promptly provide the other Party with a general written statement of its claim(s) and position(s). The statement will indicate that it is notice of a formal dispute resolution process under this Agreement. If the Parties cannot resolve the Dispute within 60 days of the notice, a claimant may proceed as set forth below.
2. Arbitration. Any Dispute not otherwise resolved by negotiation will be solely and finally settled by arbitration by one arbitrator through the American Arbitration Association, JAMS, or another credible dispute-resolution body chosen by OddBytes, in its sole discretion, under the then-existing rules of the arbitration body at issue, except to the extent that the rules differ for this Section. Each Party agrees that the award of the arbitrator will be final and non-appealable and will be the sole and exclusive remedy between or among them regarding any and all claims, counterclaims, issues, and accountings presented to the arbitrator, irrespective of the magnitude thereof. There will be one neutral arbitrator, who will be a retired judge or another qualified arbitrator with prior and substantial experience in the issues of the Dispute and will be mutually agreed upon by all Parties within 60 days after a written request for arbitration by a Party is delivered to the other. If the Parties cannot agree on an arbitrator, the arbitrator will be selected within ten days by the ADR provider from a list submitted by the Parties, with each Party having the right to propose two names. Each Party agrees to facilitate the arbitration by: (i) making available to each other and to the arbitrator for inspection and extraction all documents, books, records, and personnel under their control that the arbitrator deems relevant to the Dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive, contiguous days; and (iii) observing strictly the time periods established by the JAMS Rules or by the arbitrator for the submission of evidence and briefs. All papers, documents or evidence, whether written or oral, filed with or presented to the arbitrator will be deemed by the Parties and the arbitrator to be Confidential Information. No Party, expert, or arbitrator will disclose in whole or in part to any other person any Confidential Information submitted by any other person in connection with any arbitration proceedings, except to the extent required by law or regulation or reasonably necessary to assist counsel in the arbitration or preparation for arbitration of the Dispute. The arbitrator will issue a written explanation of the reasons for the award and a full statement of the facts as found and the rules of law applied in reaching his or her decision. Such explanation of the award and the statement of facts will be treated as Confidential Information. The arbitrator is empowered to render the following awards in accordance with any provision of this Agreement: (i) enjoining a Party from performing any act prohibited or compelling a Party to perform any act required by the terms of this Agreement, and any order entered pursuant to this Agreement or deemed necessary by the arbitrator to resolve the Dispute; (ii) where violations of this Agreement have been found, shortening or lengthening any period established by this Agreement; and (iii) ordering such other legal or equitable relief (subject to the limitations on liability set forth in this Agreement) or specifying such procedures as the arbitrator deems appropriate, to resolve any Dispute submitted to it for arbitration. Each Party waives to the extent permitted by law all jurisdictional defenses, objections as to venue, and any rights to appeal or to review of such award by any court or tribunal. Each Party agrees that the arbitral award may be found and that

a judgment on the arbitration award may be entered in any court having competent jurisdiction over the Parties or their assets.

3. Provisional Relief. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties intend to preserve their rights to seek and obtain provisional injunctive relief from any court of competent jurisdiction to the extent necessary to compel the other Party to comply with its obligations under this Agreement, to preserve the status quo, or to protect the Party's ability to obtain meaningful relief upon resolution of a Dispute.
4. Dispute Resolution Costs and Attorneys' Fees. If any Party commences arbitration or litigation without first attempting to resolve the matter through negotiation as required above, or refuses to negotiate or arbitrate after a request has been made, then that Party will bear all attorneys' fees in any ultimate arbitration or litigation, as the case may be. Otherwise, each Party will be responsible for its own fees and costs incurred in connection with any Dispute, including attorneys' fees and one-half of the costs incurred in non-binding mediation and/or arbitration.

9.3 *Insurance*. Advertiser agrees that it maintains commercial general liability insurance affording coverage for personal and advertising injury or other wrongful acts or omissions in connection with its advertising, with limits of not less than \$1,000,000 per occurrence and in the aggregate.

9.4 *Public Announcements*. Advertiser agrees not to, at any time before, during or after the term of this Agreement, issue any press releases or other public statements concerning the existence, subject matter, terms or performance of any Campaign or this Agreement without OddBytes' prior written approval.

9.65 *Entire Agreement*. This Agreement (a) represents the entire understanding between Advertiser and OddBytes with respect to Advertiser's participation in the Program, (b) supersedes all prior and contemporaneous agreements, express or implied, oral or written, relating to the subject matter hereof, and (c) may not be modified or amended by Advertiser other than by written agreement of OddBytes. For the avoidance of doubt, the Parties agree that no terms in any form purchase order or other document which Advertiser may deliver, whether or not signed by OddBytes, will be deemed to modify or amend the terms of this Agreement and any such additional or inconsistent terms will automatically be deemed unacceptable to and rejected by both Parties, and as such, null and void and of no force and effect. Likewise with respect to the matters covered herein, the Parties agree that this Agreement will supersede any click-through agreement on Advertiser's or its Affiliate's website, including but not limited to for the purpose of registering an account to access reporting and other usage information, whether or not any such click-through agreement is 'accepted' by OddBytes before, on or after the Effective Date. In the event of any conflict between this Agreement and an Insertion Order, the Insertion Order will prevail solely to the extent of the conflict. The word "including" or its variants will be construed non-exclusively to mean "including but not limited to." Headings are for organizational purposes only and should not be considered in the substantive construction of the terms of this Agreement. Any waiver of rights, to be enforceable, must be in writing and signed by the Party against whom such waiver is to be enforced, and will be limited to the specific circumstances giving rise to and expressly addressed by such written waiver. If any portion of this Agreement is held invalid, the Parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement.

9.6 *Severability*. This Agreement is intended to be as broad and inclusive as permitted by all applicable laws. If any clause or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and continue to be enforceable. Further, upon a finding by any competent adjudicator that any provision (or part of any provision) of this Agreement is

unenforceable, the adjudicator is authorized and instructed to modify the Agreement to effect the original intent of the Parties as closely as possible.

9.7 *No Assignment.* Advertiser may not assign or transfer this Agreement or any obligation incurred under it, without the prior written consent of OddBytes. Any attempt to do so without such consent will be null and void and of no force and effect.

9.8 *Subscription to Emails.* By signing up for the Program, Advertiser agrees to receive promotional messages from OddBytes. You can unsubscribe at any time via the “unsubscribe” option in any email.