

GENERAL TERMS & CONDITIONS FOR PUBLISHERS

DCYPHER MEDIA B.V.

Having its registered office at the Science Park Eindhoven, Ekkersrijt 5001, 5692 EB Son en Breugel, The Netherlands
Registered with the Chamber of Commerce under number 65032969

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Article 1. Definitions

1. **Account Data:** all information regarding Ad performance on Publisher Properties as well as other information DCypher Media makes available to Publisher over its Platform.
2. **Ad Codes:** the advertising codes that DCypher Media includes in the Ads.
3. **Ad(s) or Advertisement(s):** text-based, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements or similar, provided by Advertiser, on its own behalf or on behalf of any third party, to DCypher Media, for placement via the Service.
4. **Ad Server:** the technology and functionality made available to Publisher via the Website, including tools for campaign management, ad trafficking and the logic system supporting targeting for optimization.
5. **Advertiser(s):** third party clients of DCypher Media that submit Ads to DCypher Media for placement, either directly or indirectly.
6. **Agreement:** these general terms and conditions which apply to the agreement entered into by DCypher Media and Publisher, arranging all base contractual matters between the Parties.
7. **API:** DCypher Media's application programming interface that specifies patterns of interaction between certain software components of DCypher Media and Publisher.
8. **CPA:** cost per action
9. **CPI:** cost per install
10. **CPL:** cost per lead

11. **Commission:** the compensation DCypher Media pays to Publisher under the Agreement, consisting of the agreed-upon percentage of the Net Proceeds actually collected and received by DCypher Media in connection with applicable User Activities.
12. **Dashboard:** the panel through which Publishers can set up their apps and integrate ad sources as well as manage, optimize and analyze their Ad monetization strategy.
13. **DCypher Media:** the company providing the Service(s) to the Publisher and counterparty to the Agreement with Publisher and user of these terms and conditions within the meaning of article 6:231 under b of the Dutch Civil Code.
14. **Effective Date:** the date of signature of this Agreement.
15. **Insertion Order:** an order by Publisher to Advertiser sent to DCypher Media in the form of an Insertion Order ("IO") or any other means of communication, collectively or separately named "Insertion Order" and which arranges the specification of the Services and is part of the terms and conditions agreement (Agreement).
16. **Net Proceeds:** the total of the revenues generated as a result of User Activities for the applicable Ad less all applicable advertising agency commissions, discounts, fees, charge-backs, credit card processing fees, refunds and taxes, except for taxes on DCypher Media's net income.
17. **Party:** Publisher or DCypher Media.
18. **Parties:** Publisher and DCypher Media jointly.
19. **Personal Data:** personal data as defined in the Data Protection Act 1998 (based on and implements the EC Directive (95/46/EC) on data protection), which may be accessed, processed or created as part of the Services.
20. **Platform:** the user interface of the web application developed, maintained and offered by DCypher Media to Publisher in connection with providing the Services.
21. **Publisher:** the natural person or legal entity that has decided to enter into this Agreement and that has decided to assign DCypher Media to provide the Services in accordance with the provisions of this Agreement.
22. **Publisher's Account:** the Publisher's online account at DCypher Media for keeping track of revenue and statistics.
23. **Publisher Property(y)(ies):** mobile applications and websites registered by Publisher over its Account over which Ads are served.
24. **Publisher Property Characteristics:** description and categorizing of Publisher Properties, including complete and accurate descriptions of the content, nature, and functionality of each Publisher Property.
25. **Publisher's Website(s):** websites that are owned by Publisher and are registered as such by DCypher Media's .
26. **Revenue Share:** the compensation DCypher Media pays to Publisher under the Insertion Order, consisting of the agreed-upon percentage of the Net Proceeds actually collected and received by DCypher Media in connection with applicable User Activities.
27. **Service(s):** the services provided by DCypher Media as listed under Article 3 of these general terms and conditions.
28. **Tracking Method:** the reporting and/or tracking procedures currently used by DCypher Media to measure traffic, performance and related data.
29. **Traffic:** is the amount of data sent and received by visitors to a website and/or application and/or game, including mobile traffic and web traffic. This does not include the traffic generated by bots.
30. **User Activities:** activities of end users applying the incentive mechanism and/or all other activities over the Platform relevant for the payment arrangement under this Agreement and/or an Insertion Order subject to this Agreement.

Article 2. General

1. The present terms and conditions are applicable to any and all offers, Agreements and Service of DCypher Media with a Publisher, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. This Agreement concerns the rights and obligations of each Party with respect to the Services agreed between the Parties via an Insertion Order agreed on by Publisher and DCypher Media. Publisher understands that the sole obligation of DCypher Media is to execute the Services. The Effective Date of these terms and conditions is the date set forth in the Agreement. These terms and conditions will remain effective until both Parties agree otherwise in writing.
3. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with DCypher Media be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by DCypher Media.
4. Publisher with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to any Agreement concluded with DCypher Media at a later date.

5. In case of a discrepancy between the content of any Agreement concluded by and between Publisher and DCypher Media and the present terms and conditions the content of the Agreement shall prevail.

Article 3. Services

1. DCypher Media shall carry out on behalf of Publisher the User Activities as defined in the Insertion Order.
2. DCypher Media will use, subject to the Insertion Order, commercially reasonable efforts to provide: (i) host, maintain and make available the Publisher Account and an ad monetization dashboard; (ii) serve Ads provided by Advertisers for distribution over Publisher Properties registered in the Publisher Account; (iii) provide to the Publisher a Platform and make the DCypher Media API available to deliver Ads to the Publisher Properties; and (iv) track Account Data and make it available to Publisher.

Article 4. Sign-up and approval process

1. Publisher must establish an Account by completing the registration process on the DCypher Media website. Publisher must provide DCypher Media with accurate and complete information, including contact and payment information, corporate and tax identification number, as well as accurate Publisher Properties Characteristics.
2. Publisher is solely responsible for submitting to DCypher Media its Publisher Properties Characteristics and for keeping such information up-to-date, including activating or deactivating filters available on the Dashboard and applying various blacklisting and tagging features to screen out certain categories of Ads from being served on its Publisher Property.
3. DCypher Media may: (a) store and manage the inventory; (b) select the Ads to be delivered to the Publisher Properties; (c) identify, select and manage relationships with Advertisers; (d) determine the terms under which Ads are distributed and marketed; (e) establish price schedules and other terms and conditions applicable to the distribution of Ads by DCypher Media; and (f) take all actions relating to the foregoing.
4. Publisher will keep its Account information up-to-date by promptly notifying DCypher Media of any changes in the Account information. Account access is provided on a password-protected basis. DCypher Media specifically points out that for security reasons access data should be changed regularly.
5. Publisher agrees to keep access data (such as login data, passwords, and other data required in order to access the Services) strictly confidential and not to disclose such data to any third party without DCypher Media's written approval in advance.
6. Publisher agrees not to participate in any unauthorized use of the Account, the login name or password and any other access data. If a third party uses an Account after having gained possession of the access data due to insufficient security exercised by Publisher the use by that third party shall be deemed as being performed by Publisher.
7. The Publisher must inform DCypher Media immediately upon becoming aware of the fact that an unauthorized third party has gained access data or that an unauthorized third party uses Publisher's equipment, property and/or system.
8. In case of a justifiable suspicion that access data are known to an unauthorized third party or that Publisher's equipment, property and/or systems are or were used by a third party, then, for security reasons, DCypher Media reserves the right (but it is not obliged) either to change the access data at its own discretion without prior notification or to block the Account. In such cases, DCypher Media will inform the Publisher immediately and provides the new access data upon request within a reasonable time. Publisher has no claim that the original access data must be restored.
9. DCypher Media does not assume any obligation to routinely check Ads provided by Advertisers. In case DCypher Media is notified that a specific Ad is not compliant with its policies, advertiser contracts, applicable laws or regulations, DCypher Media will investigate and at DCypher Media's discretion remove that Ad, if necessary.
10. Upon violation of Publisher's obligations under this provision as a result of a willful act or negligence on the part of Publisher, DCypher Media reserves the right to terminate the Account and/or to remove Publisher and/or any Publisher Properties from the Service at any time in DCypher Media's sole discretion and without being obliged to pay any compensation to the Publisher.
11. Publisher will comply at all times with all applicable policies of third party platforms that distribute its Publisher Property, including the policies, rules and standards of Apple, Android, Facebook, Microsoft and Google to mobile application developer policies, API terms and all other guidelines posted on their respective websites, whichever may apply to Publisher.
12. Publisher shall not (a) directly or indirectly generate events, conversions, impressions, clicks or sales on any Ads, through any automated, false, fraudulent or other invalid means; (b) edit or modify any information in an Ad or; (c) provide anything other than a direct link from an Ad to an Advertiser's page.

Article 5. License grant and proprietary rights

1. Subject to these terms and conditions and for the duration of the Agreement, DCypher Media hereby grants Publisher a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to: (a) publish and display Ads provided by DCypher Media within the Publisher Properties in an unmodified form; (b) incorporate the DCypher Media API in the Publisher Properties and use the Ad Codes to enable DCypher Media to deliver Ads to users of such Publisher Properties; (c) access and utilize the Ad Server, and (d) access and use the Account Data, in each case for purpose of Publisher's internal business operations only. Nothing contained in this Article 5 shall transfer any right, title or interest in or to Publisher's property. As between DCypher Media and Publisher, DCypher Media and its suppliers retain all right, title and interest in and to the DCypher Media property.
2. Subject to these terms and conditions and for the duration of the Agreement, Publisher grants to DCypher Media the right and license, in DCypher Media's sole discretion, to: (a) select and publish Ads within the Publisher Properties; (b) promote, market and sell to Advertisers and to their advertising agencies or affiliates the rights to place and publish Ads within the Publisher Properties; (c) measure Tracking Data and share such data with Advertisers, to the extent necessary to provide, maintain and improve the DCypher Media Platform and the Service; and (d) to access the Publisher Properties, including any password protected area thereof, for the purpose of serving Ads and collecting Tracking Data. Subject to the rights granted herein, nothing contained in this Article 5 shall transfer any right, title, or interest in or to the Publisher Properties and, as between Publisher and DCypher Media, Publisher and its suppliers retain all right, title and interest in and to the Publisher Properties.

Article 6. Tracking and reporting

1. Reporting will be based on the numbers of User Activities as shown by DCypher Media's own tracking methods, including counting of the delivered events, conversions, impressions, clicks and/or sales. Publisher shall ensure that it does not collect personal information and that it shall not distribute or trigger any malicious software that may harm either DCypher Media's or its end-users' systems or equipment or slow down its end-users' websites or make those websites inaccessible.
2. The following information can be returned to the Publisher by DCypher Media's CPA-CPL and CPI Actions: Transactional identification number, Publisher identification number (SubID), date/timestamp, incoming IP.
3. Publisher is advised to provide confirmation to DCypher Media, either electronically or in writing, stating whether Traffic has been initiated and begun delivery.
4. Publisher agrees and acknowledges that all tracking of User Activities will be determined solely by the DCypher Media Tracking Method. The total sum of events, impressions, clicks, leads, sales, installs, conversions and revenue count is to be based solely on DCypher Media's statistics. No other measurements or statistics of any kind shall be accepted by DCypher Media or have any effect under the Agreement. Publisher further agrees and acknowledges that the determinations of DCypher Media with respect to the Tracking Method and/or Revenue Share and other fees are final. DCypher Media takes commercially reasonable measures to ensure that its Tracking Method at any point shall meet technical industry standards, but it cannot guarantee the absolute accuracy of the Tracking Method. If discrepancies occur, the parties will negotiate in good faith an amiable solution, otherwise DCypher Media's numbers will be decisive.

Article 7. Payment

1. DCypher Media shall pay Publisher the agreed share of the Services according to the revenue share stipulated in the Insertion Order, or in an equivalent agreement between the Parties, or, in the absence of a specific agreement, the standard DCypher Media revenue share as published on the DCypher Media website. Publisher's sole compensation under this Agreement (defined as "Revenue Share") shall be derived from the Net Proceeds actually collected and received by DCypher Media in connection with the required User Activities. DCypher Media shall in no event be responsible for paying any Commission if the Advertiser fails to or for whatever reason does not pay DCypher Media. The minimum outgoing payment threshold is 250 EUR/USD. Payments will be made once minimum threshold has been reached.
2. Publisher will issue invoices on a monthly basis, within 30 days of the last working day of the month following the traffic month. In the event that Publisher fails to invoice DCypher Media within 30 day of the last working day of the month following the traffic month, Publisher shall waive its right to invoice and be compensated for the Revenue Share. In consideration of the agreed Revenue Share, DCypher Media shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Publisher. Disputed invoice amounts shall not be payable by DCypher Media unless and until the dispute has been resolved.

3. Publisher is responsible for providing and maintaining accurate contact and payment information. Publishers assume complete and sole responsibility for any taxes, fees and other levies owed as a consequence of this Agreement.
4. Publisher is to note that when the campaign description does not include specific KPIs, Publisher has to consider 10% to 30% retention rate at the 7th day of the install as a usual and normal expectation from DCypher Media's advertisers. Not respecting this policy would automatically result in the cancellation of Publisher's payment.
5. Fraudulent activity ("Fraud") includes, among others and without limitations, (a) any action taken by Publisher, or anyone for whom in law Publisher is responsible, which is intended to inflate, either directly or indirectly, the Revenue Share payable to Publisher; and/or (b) the generation of leads by a mechanism not approved or acceptable by DCypher Media, including the use of unsolicited email (SPAM) to promote Publisher Properties, automatic redirecting of visitors, blind text or misleading links, forced clicks, bots or any other method or automatic process that may lead to an artificially high number of delivered clicks or other User Activities. DCypher Media reserves the right, where it has a reason to believe in good faith that Fraud actually took place, to withhold or suspend payment of associated Revenue Share, unless and until Publisher provides evidence satisfactorily establishing the validity of such User Activities. The remedy set forth in this Section is cumulative and in no way limits or waives any other remedies available to DCypher Media.
6. In the event any Publisher's Website is not available during more than two (2) hours or if Ads are not published as agreed between the Parties, DCypher Media is not obliged to reimburse Publisher for such period and, in case of prepaid revenue, Publisher is obliged to refund any such prepaid revenue.
7. Notwithstanding anything to the contrary herein, DCypher Media shall not be liable for any payment based on events described under Article 7.4 above. Thus, DCypher Media may, in its sole discretion, refuse and/or reduce the payment of the agreed share due to Fraud.
8. In case of termination of Services (by either Party) or liquidation of the Publisher or a relevant application or petition by the Publisher, the claims of Publisher and the obligations of DCypher Media vis-à-vis the Publisher shall immediately fall due, and DCypher Media will pay, after subtracting an amount of \$ 125 / € 100 for all administrative handling and GDPR compliances, the open, confirmed and accrued, amount within 10 working days after finalization of all administrative obligations.

Article 8. New partners

Delivery of high quality services is the driver of success for all professional firms. Quality service is important to maintaining client satisfaction, delivering value for money and establishing professional reputation. DCypher Media therefore follows a meticulous client acceptance procedure as follows:

1. Primary acceptance following a due diligence on the prospective partner, including company / private person background check which can include but is not limited to: financial status; all entity, location, financial and banking information; business history; legal history; online accounts. Upon primary acceptance DCypher Media collaborates with the partner up to a maximum of Euro 5,000 conditional to proven conversions and/or delivery and compliance with the present terms and conditions;
2. Full acceptance upon proven partner collaboration track-record for a minimum period of three (3) calendar months without any issues. Upon full acceptance DCypher Media collaborates with the partner unlimitedly.

Article 9. Representation and warranties

1. Each Party represents and warrants that (a) it has the full corporate or organizational right, power, and authority to enter into the Agreement and to perform the acts required of it; (b) the execution of this Agreement and the performance of its obligations and duties, do not and will not violate any agreement to which it is a Party or is bound, or any applicable federal, state or municipal law or regulation to which it is subject; and (c) this Agreement constitutes a valid and binding agreement enforceable in accordance with its terms.
2. Publisher represents and warrants that it shall ensure that all Publisher Properties (i) comply with all applicable federal and state laws and regulations, such as the criminal code and youth protection provisions, and do not contain or promote any illegal content; (ii) do not offer any rebates, coupons or incentives, including cash, points, prizes, and contest entries with the sole purpose of attracting visitors to the Publisher Properties to generate Commission; (iii) do not violate any intellectual property rights or otherwise violate or breach any duty toward, or rights of, any person or entity, including without limitation rights of privacy and publicity; (iv) do not contain any spyware, pirated software, digital rights protection circumvention or hacking tools, spamming tools, or any materials endorsing or encouraging violence, war, hatred, revenge, racism, sexism, victimization, discrimination of any kind, insults, pornography, obscenity, criminal activity, or any materials

suitable to cause serious moral harm to children and young people or which threaten their well-being, or which are otherwise prohibited by any applicable law; (v) do not result in any consumer fraud, product liability or breach of contract to which Publisher is a party, or cause injury to any third party; (vi) do not contain any content that reflects unfavorably on DCypher Media and/or its Advertisers (each “Prohibited Content”); (vii) comply with all applicable terms, conditions and policies of application store vendors such as Google Play and Apple Store, including Apple’s Developer Program License Agreement, the Android Market Developer Distribution Agreement, and any other terms required by third party distribution platform providers; and (viii) will only offer “virtual currency” as an incentive unless in compliance with the notification requirement set forth in these terms and conditions.

3. Publisher further represents and warrants that: (i) none of the Publisher Properties are installed on a user’s device without the user’s consent; (ii) each Publisher Property provides clear disclosure and removal policies; (iii) Publisher includes within each Publisher Property and on any site from which a Publisher Property is available for download, a privacy statement disclosing that Publisher permits third parties to serve Ads within the Publisher Property and collect and use information about how the user uses the Publisher Property, including Tracking Data; and (iv) Publisher obtains an affirmative opt-in from each user consenting the collection of Tracking Data and it maintains documentation establishing such opt-in consents.
4. With respect to Ads, Publisher represents and warrants that it shall not, and shall not permit, assist or encourage any third party to: (i) display the Ads other than via the Publisher Properties; (ii) modify, alter, translate, or create any derivative works of any Ad, in whole or in part, in any manner; (iii) alter, obscure or remove any notice, credits, attributions, or acknowledgements contained on or in the Ads; (d) use, copy, reproduce, retransmit, disseminate, re-purpose, broadcast or circulate any Ad other than as expressly permitted herein; (iv) use the Ad in any manner that may give any false or misleading impression or attribution; (v) develop any application or program having the same primary function as the Service; (vi) circumvent, disable or otherwise interfere with security related features of the Ad or the Service; (vii) reverse engineer, disassemble, decompile or otherwise attempt to derive any source material for the Service, in whole or in part; or (viii) contact, market to, communicate with, or solicit any Advertiser during the term of the Agreement and within twelve (12) months after its termination, either directly or indirectly in connection with Advertiser’s participation, actual or potential, in any service, website, or network that is similar to or in competition with the Service.

Article 10. No exclusivity

This Agreement shall not prevent DCypher Media B.V. from entering into similar agreements with third parties, including other Publishers within the same area of business as Publisher, or from independently developing, using, selling, brokering or licensing products and/or services which are similar to those provided under this Agreement.

Article 11. Indemnification

Publisher agrees to indemnify and hold DCypher Media, its Advertisers, affiliates, subsidiaries, successors and assigns harmless for any and all claims, actions, judgments or liabilities arising out of or in connection with the Services for the Publisher, any breach of this Agreement by Publisher and/or of any representation, warranty or agreement in this Agreement.

Article 12. Limitation of liability

1. The total liability of DCypher Media for any culpable failure to fulfil an IO shall remain restricted to payment of direct loss, and is then subject to a maximum amount of the price, excluding VAT, stipulated for that IO.
2. DCypher Media shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages to Publisher or any person (including without limitation, any payments for lost revenues, lost data, lost profits or loss of goodwill), whether foreseeable or not, for any cause whatsoever whether or not caused by DCypher Media's negligence, even if Publisher has been pre-informed of the possibility of such loss or damages. Under no circumstances shall any projections or forecasts by DCypher Media be binding as commitments or promises by DCypher Media and/or give rise to any liability.
3. DCypher Media does not deem itself liable for losses of whatever nature that are the result of a failure to provide support in time.

Article 13. Non-disclosure

1. The Publisher and DCypher Media shall preserve as confidential all information related to the business activities of the other Party, its affiliates, clients, and entities with whom that Party does business, that may be obtained by either side from any source, whether that information is marked as confidential or is confidential by its nature, including the ad description and the pricing of the ad, set forth in the Insertion Order, all trade secrets, ideas, know-how, concepts, processes, techniques,

research, data, plans, materials, product development and all other information of a confidential nature (in whatever form) constitute together the "Confidential Information".

2. The Publisher and DCypher Media shall hold all Confidential Information in trust and confidence and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other person, unless specifically authorized in writing.
3. The Publisher and DCypher Media shall limit access and disclosure of the Confidential Information to its personnel on a "need to know" basis only and where such personnel are aware and have agreed to comply with the confidentiality obligations set out in these terms and conditions.
4. Confidential Information does not include any particular information that the Publisher and/or DCypher Media can demonstrate (i) is currently in the public domain, (ii) was previously known as to be free from any obligation (iii) was or is publicly disclosed by or on behalf of the Publisher and/or DCypher Media.
5. At any time at the request and option of the Publisher and DCypher Media, both Parties agree to promptly: (i) return the Confidential Information; or (ii) destroy or permanently erase the Confidential Information (in whatever form it is recorded).

Article 14. Data Protection, Data Collection, Processing and Transfer of Data

1. If the Services include any services in relation to the processing of Personal Data, DCypher Media B.V. will comply with all relevant provisions of the General Data Protection Regulation ("GDPR"), as also stated in the DCypher Media Privacy Policy (<https://www.dcyphermedia.com/privacy/>).
2. Within the scope of this Agreement, Publisher shall transfer inter alia the following data to DCypher Media for the purpose of advertisement, billing and reporting: a. Device identifiers and data, b. Publisher ID, c. Ad campaign ID, d. Location data (if required and available), e. Demographic data (if required and available), and/or f. Event data. These data and other data, including additional tracking data and performance data required to optimize and further develop the services of DCypher Media, may be transferred between the Parties as required for the execution of this Agreement, such as sending the Publisher e-mail notifications on e.g. traffic performances, campaign updates and (daily/total) cap reached, such required for DCypher Media to inform Publisher timely, enabling Publisher to e.g. optimize traffic.
3. In the event that any transferred data under the present Article contains information concerning the personal or material circumstances of an identified or identifiable individual (Personal Data), Publisher warrants that the collection, processing and transfer of Personal Data comply with the applicable data protection law. In particular, Publisher warrants that Publisher has:
 - a. Published a conspicuous data protection and privacy policy that will be visible to the end user;
 - b. Obtained the end user's consent, approval, opt-in, waiver, authorization or clearance to collect, process or use the end user's data as may be required by applicable laws and industry practice and standards;
 - c. Notified the end user that the privacy and data protection laws in the countries in which the end user's data may be collected, processed or used may vary from the laws in the country in which such end users live;
 - d. Taken all adequate technical and organizational measures for the protection of the received Personal Data against accidental or illegal destruction, loss, and/or unauthorized alteration, amendment, disclosure or access, especially if the processing of such data implies transmission thereof within a network, as well as against any form of illegal processing;
 - e. Complied with the guidelines and terms of use of any promotional channels and app stores;
 - f. Complied with industry guidelines, local, national and European regulations on data protection and privacy laws; and
 - g. Contractually obligated any third party (including, but not limited to, any agent, employee etc.) who handles personal data on behalf of Publisher to comply with all of the above.
4. Publisher must, in particular:
 - a. Keep a written record of all of Publisher's efforts to comply with this Article 14;
 - b. Provide DCypher Media with proof of compliance under Article 14.3.b., should DCypher Media request such proof.
5. DCypher Media will:
 - a. Process Personal Data received from the Publisher only in accordance with the instructions of the Publisher;
 - b. Take all adequate technical and organizational measures for the protection of the received Personal Data against accidental or illegal destruction, loss, and/or unauthorized alteration, amendment, disclosure or access, especially if the processing of such data implies transmission thereof within a network, as well as against any form of illegal processing;
 - c. Notify the Publisher of any unauthorized or unlawful disclosure or use of Personal Data of which DCypher Media becomes aware; and
 - d. At the request and option of the Publisher, promptly return or safely destroy all Personal Data in DCypher Media's possession or control.

Article 15. Term and termination

1. This Agreement shall commence on the Effective Date and will continue in force until terminated as set out below in this Article 15.
2. Parties may terminate this Agreement upon mutual agreement in writing at any time, providing all obligations, Services and due payments have been fulfilled.
3. Either Party may terminate this Agreement upon providing thirty (30) business days' notice in writing to the other Party, however, Parties remains liable for all their obligations under this Agreement.
4. DCypher Media may suspend Publisher's access to all or any part of the Service immediately, with or without notice, if DCypher Media believes in good faith that Publisher or any of Publisher Properties violates any provision, representation or condition of the Agreement. DCypher Media may choose to terminate the Agreement if such violation is not cured within five (5) business days after notice to Publisher.
5. Upon termination of the Agreement under the abovementioned provisions, all rights and licenses granted to Publisher shall immediately terminate. Publisher shall discontinue all use of the DCypher Media Platform and shall have no rights in or to any Account Data or Tracking Data, which shall, as between Publisher and DCypher Media, be the exclusive property of DCypher Media.
6. If either Party is in material breach of this Agreement and such breach is not cured within five (5) business days of being notified in writing of the breach, then the other Party may immediately terminate this Agreement and have no liability for any payment related to the Services after the breach notice has been provided to the other Party.

Article 16. Assignment

1. DCypher Media shall be entitled, in whole or in part, to assign its rights and obligations under this Agreement to a company within the same de jure or de facto group or companies as DCypher Media without Publisher's prior consent.
2. Publisher shall not be entitled to assign its rights or obligations under this Agreement without DCypher Media's prior written consent.

Article 17. Force majeure

Neither Party shall be liable for service interruptions, delays, failure to perform, damages, losses or destruction, or malfunction of any consequence thereof caused or occasioned by circumstances outside their control ("Force Majeure Event"). A Force Majeure Event includes without limitation, fire, flood, water, the elements, acts of God, acts of war (declared or undeclared), explosions, civil disturbances, acts of terrorism, insurrection, riots, rebellion or sabotage, acts of federal, state, local or foreign governmental authorities or courts, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, failures or fluctuations in electrical power or telecommunications service or equipment, labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful. The Party so delayed or prevented from performing shall provide prompt notice of such event to the other Party and shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance. To the extent that a Force Majeure Event has continued for five (5) business days, Publisher and Advertiser both have the right to cancel the remainder of the Insertion Order without penalty.

Article 18. Governing law and disputes

1. This Agreement and the ensuing relationship between the Parties shall be construed in accordance with and governed by Dutch law.
2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by Courts of the Netherlands, location Eindhoven.

Article 19. Entire agreement and variation

1. This Agreement sets forth the entire understanding and Agreement of the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties as to the subject matter and may be changed only by a subsequent Agreement in writing signed by both Parties.
2. The Parties are independent contractors and expressly acknowledge that no agency, partnership, joint venture or employer-employee relationship is intended or created hereby.
3. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective permitted transferees, successors and assigns. In the event of any inconsistency between the terms of an IO and this Agreement in respect of the Services, then the terms of the IO shall prevail to the extent of any inconsistency.

4. DCypher Media reserves the right to amend these terms and conditions and Agreement. The Publisher shall be informed of such amendments by e-mail or through the information being made available on the DCypher Media Platform. The Publisher shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on the DCypher Media Platform. Where the Publisher shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the DCypher Media Platform, provided that the changes have an adverse effect, that could not be considered a minor, on the Publisher, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Publisher within the aforementioned time, the Publisher shall be deemed to have accepted the new terms and conditions.