

TERMS OF SERVICE FOR BUDDY™

Understanding these terms are important because, by using Buddy, you're agreeing to the terms defined below:

Buddy is an advertising technology platform which enables users to define and build audiences and/or select from premade audiences. These audiences may consist of cookies, mobile phone device IDs or contextually curated advertising media. Buddy also enables users to select from a range of pre-built advertising formats and sizes enabling the user to drop their own creative images or videos into one of Buddy's pre-built advertising format. The user also can use Buddy's brief-in online form, to instruct BIG's creative team to design and partly or fully build advertising creative on behalf of the user.

Regardless of where in the world you are accessing and using Buddy, the terms of its usage are controlled by this agreement and all matters including disputes will be governed by the laws of New South Wales, Australia and you agree to the exclusive jurisdiction of the courts of New South Wales, Australia. Buddy and its supportive services are provided by, and you're contracting with Big Mobile Group Pty Ltd, ABN 15119902966.

Using Buddy

These terms define the relationship between you, BIG and Buddy. By using the Buddy username and password account we issued to you to access Buddy's

URL link, we've granted you permission to use our services, but only if you agree to follow these terms:

Who's Who

When we speak of "BIG", "Buddy", "Big Mobile", "we," "us," and "our," we mean Big Mobile Group Pty Ltd, its technology fulfilment partners and its supply partners.

When we speak of you or the user, we mean the individual, partnership or company with whom we've granted the Buddy account.

What is Buddy

Buddy is an advertising technology platform, which provides a range of easy to use services to digital advertising professionals.

including:

- ability to define and build audiences using consumer's location movements and other knowledge we learn during real time bidding ad calls from the consumer's mobile application usage
- ability to serve digital advertising to consumers during their usage of certain websites or the mobile applications they are engaging with at that time.
- ability to pick from a range contextually curated media, which are accessed by the users DSP (demand side platform) using Deal IDs
- ability to assemble creative assets into pre-built ad formats

- ability to brief BIG's creative services team, to instruct BIG to design and/or build advertising creative for the user
- ability to host advertising creative and produce a creative tag which enables that creative to be called from the Buddy's server to be delivered into a publisher's ad slot
- ability to store assets and pre-created audiences for use later

Working with other technology partners

Buddy consists of code and logic conceived and written by BIG. Buddy also integrates with a range of technology partners which are necessary to complete a full end to end experience to the user. We are not obliged to share with the user any of the technology partners with which Buddy integrates. Under this agreement any of Buddy's technology fulfilment partners technology which integrates with Buddy are considered Buddy. We have necessary agreement with our technology fulfilment partners to honour the terms of this agreement.

Although we give you permission to use our services, we retain all intellectual property rights we have in the services.

Our services are designed to let you to build or pick audiences then upload, store and serve your advertising creative to digital publishers ad slots.

Your Buddy Licence

Through this licence you provide BIG with permission to delete advertising creative which has received complaints or take-down instructions from

publishers or regulatory bodies. You also provide BIG with permission to use your advertising creative as examples in BIG's sales promotions.

This licence:

- grants you worldwide access, which means it's valid anywhere in the world
- live chat support service via Buddy's online Budster service
- email support service
- access to a comprehensive range of online FAQs
- is non-exclusive, which means that we can licence Buddy to others
- is royalty-free, which means there are no royalty fees for this licence
- is subject to usage-fees, which means we will charge you for using the audiences
- prohibits, you from using the creative issued by Buddy with external audiences
- is non-assignable, which means you're not allowed to assign the licence to anyone else

Your Responsibilities

Because Buddy enables you to self-build your own advertising creative and serve via your own DSP to media supplied by BIG, you accept full responsibility for your own advertising's creative and overall campaigns. Your Licence requires you to comply with all current content rules, industry codes, regulations and laws for the geographical areas where the advertising is being

served. You must make sure you have the necessary rights to use any of the advertising brand's imagery and product information and that the advertising creative is lawful, and you have all necessary rights and authorisations for its use. You are responsible for royalties, payments, and fees for using the advertising creative you have built and served from Buddy.

Your advertising must not:

- a) contain advertising subject matter, which is illegal, false, misleading, obscene, threatening, discriminatory, harassing, defamatory or libellous
- b) contain any viruses, trojans, or other malicious code which damage mobile phones or computer's routines or their operating systems

BIG's Rights

This licence allows BIG:

- to use technology fulfilment partners to complete the services offered by Buddy
- to change technology fulfilment partners without informing you of their change
- to host and reproduce your advertising creative
- to make changes to any of the prices and usage terms within Buddy
- to charge you different rates based on the country you are using Buddy
- to make changes to Buddy's user interface and overall experience

- from time to time to make changes to this agreement and your Buddy Licence
- to take Buddy's full or part functionality offline to make system updates
- may at our discretion collect behavioural data from any advertising campaign for use in future campaigns to help with targeting
- will not collect identifiable personal information &
- has the right to terminate your account with 30 days notice, the notice will be sent to the registered user's email

Duration

This licence lasts for as long as you use Buddy for any of the following:

- Real-Time Proximity Audiences
- Behavioural Audiences
- Contextually Curated Media Audiences

your licence automatically expires if your account becomes inactive for 90 days. An inactive account is defined as BIG has generated no money from your Buddy account.

You may not

Unless you have agreed with BIG to use your own media, you must not use creative tags issued from Buddy to run with advertising media not supplied by Buddy, if you do use creative tags issued by Buddy with media not supplied

by Buddy then you agree to pay BIG directly for the use of that creative at a rate of AUD \$20.00 CPM.

You may not reverse engineer or attempt to extract any of our source code.

Warranty

We provide our services in good faith, using reasonable skill and care. If we don't meet the quality level described in this warranty, you must tell us and we'll work with you to try to resolve the issue.

Disclaimers

We will attempt to deliver our services to the times we have shared with you during the booking process within Buddy and any accompanying emails.

Liabilities

You'll indemnify BIG and its directors, officers, employees, contractors and technology fulfilment partners for any third-party legal proceedings out of or relating to your unlawful use of the services or violation of these terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs and legal fees.

BIG won't be responsible for the following liabilities:

- loss of profits, revenues, business opportunities or goodwill
- indirect or consequential loss
- poor performance of your advertising campaigns
- punitive damages

BIG's total liability arising out of, or relating to these terms is limited to AUD \$10,000

Stopping your advertising creative

If we reasonably believe that any of your advertising creative:

- breaches these terms or our policies
- violates applicable local laws or
- could harm consumers or third parties

then BIG reserve the right to take down that advertising creative without telling you.

The Billing Process

You agree to use and pay in full for the services you select from Buddy or instruct BIG's support services to build for you.

There are two methods of paying BIG. Firstly, you pay BIG directly using an Insertion Order, this is for managed services, whereby BIG runs the end to end services for you. Currently these services include Real-Time Proximity and Behavioural Audience campaigns, we consider these campaigns to be managed services. Payment terms for managed services are 45 days following the last day of the month in which your campaign ran, if your campaign runs over several months, then we will bill you each month for the portion of the campaign which ran within that month. If you pay later than

the 45 days specified above, then we'll charge an interest rate of 5% above the Commonwealth Bank base rate on top of the original campaign fees.

Secondly, you select from the Audience option of Contextually Curated Media, then these services are delivered via specific Deal IDs, in this method you will be charged at a pre-agreed price promoted within Buddy in the form of a CPM rate. You will enter this Deal ID or Deal Token reference within your DSP (Demand Side Platform). Each time your DSP utilises that Deal ID, your DSP will charge you plus your DSP buying fees at the payment terms you've agreed with your DSP (this rate is unknown to BIG). Your DSP will pay the SSP (Supply Side Platform) and it's the SSP who pay BIG and our selected Publishers.

Privacy

BIG makes best endeavours to protect two areas of your privacy, these are, your Personally Access Credentials and your Deal Data Privacy.

Personal Access Credentials

Your personal credentials required to create and maintain your Buddy account are stored on secure servers, BIG have tight rules in place which limits the knowledge of your account's credentials to approved personnel within BIG who have been granted Super Administration access rights. From time to time, BIG may accelerate and optimise your access to Buddy by utilising cookies, these cookies may be used to speed up your login process or

to take you to a service in Buddy you last visited in a previous web session or suggest services we feel fit your favourite preferences.

Deal Data Privacy

As you enter Deal Data into Buddy concerning your client and their advertising campaigns, and as your DSP calls the advertising ad creative facilitated by Buddy, data is captured. This data may be used in a strictly anonymised state to share trends and ad format benchmarks with other customers as to how typically various ad formats perform. As your DSP calls BIG's appointed SSP to access the advertising media provided within BIG's Deal IDs, consumer data is acquired, this data is used by BIG to better understand which advertising media is performing the best and which needs to be replaced.

Campaign Results

BIG will not under any circumstances share your identifiable campaign results or identify the client with another advertiser and will keep all such information confidential unless you give us express written permission to share the identifiable campaign information with someone else.