

Studeyo-Advertiser Terms of Service

As of 1 October 2016 all Insertion Orders ("IOs") entered into between **M/s Studeyo Technologies LLP ("Studeyo", "We", "Us"** which term unless repugnant to the context or subject shall mean and include its successor-in-interest or permitted assigns), a limited liability partnership having its registered office at #25, 2nd Floor, 8th Main Road, Vasanthnagar, Bangalore – 560 052 and an Advertiser or Agency (hereby known as the "**Advertiser**") to display native advertisements via the Addng Native Ad Service are governed by this Agreement ("**Agreement**")

Studeyo and the Advertiser are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

Whereas:

1. Studeyo is an online **native advertising company** that connects Advertisers to Publisher website(s) that host in-feed native advertisements. It is in the business of aggregation of such native advertising spaces from Publishers and matching it with Advertiser demand, while providing software solutions that enable such in-feed native advertisement solutions in Publishers website(s).
2. The Advertiser or the Agency (hereby known as the "Advertiser") is a person, organization or company that places advertisements in order to target customers.
3. Studeyo offers to deploy its proprietary technology into the digital content of the Publisher as well as manage the supply of such spaces by matching it with Advertiser requirement (hereinafter referred to as Addng Native Ad Service and more fully described in para 2 below) and the Advertiser by accepting these terms and conditions affirms its acceptance, exclusive and binding effect and consent to discharge obligations under these presents including those that survive termination hereof

Definitions:

In this Agreement, the following expressions have the following meanings:

1. **Native Advertisement** - is a type of advertisement that follows the natural form and function of the user experience in which it is placed. The advertisement has the same visual design and may or may not have the same behavior of the organic content.
2. **Agreement, Terms and Terms of Use** - refer to the terms and conditions set forth herein.
3. **Addng Instant** - shall consist of two parts: a "Display Unit" including but not limited to, a headline, a brief summary, and an image and an "Engagement Unit" which shall include any Content. The Engagement Unit could be an external link or a container on the Publisher Website(s)
4. **Addng Story** - shall consist of two parts: a "Display Unit" including but not limited to, a headline, a brief summary, and an image and an "Article Unit" which shall include any Content. The Article Unit will be housed on the Publisher Website.
5. **Addng Native Ad** – The Display Unit, Engagement Unit and Article Unit together are referred as the Addng Native Ad
6. **Content** - means graphical, textual and/or auditory content (which may include text, data, information, links, photos, images, graphics, audio, video or other content).
7. **Data**- means all data collected or generated by Studeyo through the Addng Native Ad Service, including any reports or other data made available to Partner in connection with the Agreement.
8. **Deliverable(s)** - means the inventory delivered by Studeyo (e.g., impressions, clicks, or other desired actions)

9. **Insertion Order, IO** - means a mutually agreed insertion order that incorporates these Terms and the specific Deliverables, under which Studeyo will deliver Ads on Publisher Website(s) for the benefit of Agency or Advertiser.
10. **Reader** – a user of the Publisher’s website(s)
11. **Advertiser** - a person, organization or company that places advertisements in order to target customers.
12. **Addng Native Ad Service or Service** – is a service that enables automatic insertion of a native advertisement in the form of a Addng Instant or Addng Story on a Publisher website(s). This service includes the provision of: (i) the proprietary technology including but not limited to the Javascript, API, SDK and associated protocols to facilitate this service; (ii) access to the information, technological and commercial relationships between the Publisher, Advertisers and Studeyo; (iii) and any Tools to Publishers provided/approved by Studeyo
13. **Publisher Website Content** - means all the content present in various digital properties of the Publisher in any form including but not limited to all details, reports, essays, photographs, images, graphics, audio files, movies and videos.
14. **Personally Identifiable Information** - includes–information that can personally identify an individual, including but not limited to, first and last name, home or other physical address, email address, phone number or other contact information, and credit card or information pertaining to other forms of payment.
15. **Personally Non-Identifiable Information** – includes aggregate information that does not personally identify an individual, including but not limited to, which pages of the Publisher Website were visited, the order in which they were visited, when they were visited, hyperlinks “clicked”, other page interaction information, the type of web browser and operating system used and Internet Protocol ("IP") address.
16. **Tools** – any non-core products made available by Studeyo to Advertisers, including but not limited to, tools that provides the Advertisers with reporting on activity, budget, account and service management, and any such information.
17. **Publisher Website** - with all its grammatical variations refers to the website hosted on the Internet - World Wide Web and further includes but not limited to, all its associated web properties, webpages and sub-domains, all sub-domain websites and webpages and applications or platforms, associated with the Publisher, which has/have enrolled for the Addng Native Ad Service.
18. **Cookie** - refers to a small piece of data sent from a website and stored in a user's web browser while the user is browsing that website.
19. **Web Beacon** - refers to a transparent picture file used to keep track of a user’s navigation through a single website or a series of websites.
20. **Working Days** - refers to all days from Monday to Friday from 0900 hours to 1800 hours as per Indian Standard Time.
21. **Force Majeure Event** shall mean any event that is beyond the reasonable control of the Parties and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action or any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to either Party’s storage device, crashes, breach of security, mechanical/electronic or communications failure.
22. **Third Party** - refers to any person or entity other than the Advertiser or Studeyo, including but not limited to other advertiser/s, consultants, contractors, developers and vendors. Studeyo may or may not have formed partnerships or alliances with some of these entities or persons from time to time in order to facilitate the provision of certain Services to the

Advertiser. For purposes of clarity, Studeyo, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

- 23. Affiliate** - means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.
- 24. Representative** - means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

Interpretation:

1. Words conveying the singular shall, where required or appropriate, be deemed to mean and include the plural.

Eligibility for Addng Native Ad Service:

1. In order to be eligible for Addng Native Ad Service all the Advertiser Content(s) that will be advertised through this Service must meet the following criteria:
 - Advertiser Content cannot contain any content or link from/or to any website containing content including but not limited to:
 - Explicit, vulgar or obscene language;
 - Pornographic, violent, illegal or other offensive content;
 - Promotion of adult services, such as phone sex or escort services;
 - Racial, ethnic, religious, caste, political, hate-mongering or otherwise objectionable content;
 - Content threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or insult any other nation or disrupt public order or cause incitement including but not limited to any community, religion or prevent investigation of any offence;
 - Solicit gambling or engage in any gambling activity ;
 - Investment, money-making opportunities or advice not permitted under law;
 - Gratuitous violence or profanity;
 - Material that defames, abuses, or threatens physical harm to others or to you;
 - Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
 - Software Pirating (e.g., Warez, Hotline);
 - Hacking or Phreaking;
 - Any illegal activity whatsoever;
 - Breach or violate currently applicable laws.
 - Advertiser Content cannot
 - Infringe on any personal or proprietary right(s), intellectual property or copyright(s), trademark(s) and cannot
 - Violate right of any Third Party.
 - Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
 - Falsify the origin or source of the Content
2. Studeyo will have no responsibility to review the Advertiser Content served via the Addng Native Ad Service, but may screen content according to its internal guidelines.
3. In the event of knowledge of a breach, Studeyo will, without notice or liability to the Advertiser, discontinue the Addng Native Ad Service.

Service Specific Terms:

1. From time to time, Studeyo and Advertiser may execute IOs. As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling. Excluding Advertising Content provided by Advertiser, Studeyo shall own and retain all right, title and interest in any materials and content it creates for the media buy pursuant to the IO. Advertiser agrees that it shall not at any time assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any intellectual property or other proprietary right belonging to Studeyo hereunder.
2. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Studeyo, or (ii) the display of the first Ad impression by Studeyo
3. Notwithstanding the foregoing, modifications and revisions to the originally accepted IO will not be binding unless approved in writing by both the Parties.
4. Studeyo will comply with the IO and will use commercially reasonable efforts to create a reasonably balanced delivery schedule; provided that, Advertiser and Agency acknowledge that given the nature of Studeyo's business impressions on Publisher Websites may vary at times. Studeyo will provide, within the scope of the IO, a Native Ad to the Publisher Website(s) specified on the IO when such Publisher Website is visited by an Internet user.
5. Studeyo acknowledges that certain Advertisers may not want their Native Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("Editorial Adjacency Guidelines"). Studeyo and Advertiser agree that Studeyo's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network Publishers that such Publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should The Native Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Studeyo remove the Native Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Native Ads, or not bill for such Native Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Parties will negotiate an alternate solution. After Advertiser notifies Studeyo that specific Native Ads are in violation of the Editorial Adjacency Guidelines, Studeyo will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Agency and Studeyo will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) The Native Ads placed at locations other than the Sites, or (ii) The Native Ads displayed on properties that Agency or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines. Studeyo shall not be held liable for any violations of the Editorial Adjacency Guidelines.

6. Studeyo reserves the right to monitor, investigate and bar occurrences that may involve such violations. Whether the Advertiser's use of Addng Native Ad Service is in accordance with this Agreement shall be Studeyo's sole discretion.
7. All Addng Display Units, Engagement Units and Article Units will appear in a position as determined by Studeyo and the Publisher across the Publisher website.
8. Both the Display Unit and the Article Unit components of the Addng Native Ad Service, will be clearly marked using disclaimers such as, including but not limited to, "sponsored content", "sponsored", or "paid content" with an attribution of the ad to the advertiser by mentioning the name and/or use of the brand's or product's logo. Advertiser agrees to comply with Studeyo's ad disclaimer policies which may change from time to time.
9. Studeyo may partner with any other Advertiser for the Addng Native Ad Service.
10. The whole of Addng Native Ad Services are regarded as Confidential Information and are bound by non-disclosure and confidentiality obligations as detailed in this Agreement

Payment Terms:

1. The invoice will be sent by Studeyo upon completion of the Deliverables as specified in the IO. Invoices will be sent to Agency's billing address as set forth on the IO and will include information reasonably specified by Agency, such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO.
2. All payments should be made within 10 Working Days of receipt of the same
3. Agency agrees that Studeyo may hold Agency liable for payments in the event that proceeds have not cleared from Advertiser for Ads placed in accordance with the IO.
4. Unless otherwise set forth by Studeyo in the IO, a 2% per month (pro-rated for part thereof) penal interest on late payments shall be levied.
5. Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis.
6. Any dispute regarding the invoice from Studeyo must be submitted to Studeyo in writing within five (5) Working Days of receipt of the invoice or it shall be deemed waived.

Studeyo Service Levels:

1. Studeyo will use its reasonable endeavours to ensure that:
 - a. Addng Ad Units inserted by the Addng Native Ad Service are accurate, and the content and links provided are accurate to the information provided by the Advertiser
 - b. Addng Native Ad Service is available and performing at an optimum level; and
 - c. If Addng Native Ad Service is not available at any time for whatever reason, ensure that this does not affect the Deliverables.
2. Studeyo may make reporting available at least as often as weekly, either electronically or in writing, unless otherwise specified on the IO. Reports will be broken out by day and summarized by creative execution, impressions, clicks, spend/cost, and other variables as may be defined on the IO. The Advertiser is entitled to reasonably rely on it, subject to provision of Studeyo's invoice for such period.
3. Subject to the foregoing, the manner and means by which Studeyo chooses to complete the Services are within Studeyo's sole discretion and control.
4. In performing the Services, Studeyo agrees to provide its own personnel, equipment, facilities and materials at its own expense.

Term and Termination of this Agreement

1. This Agreement will commence on the Effective Date and will continue until either Party terminates this Agreement with or without cause, by giving the other Party written notice of termination at any time via email. Any such email should also be addressed to support@studeyo.com
2. The termination of this Agreement shall not affect the obligations which have arisen prior to such termination and such other obligations which by its very nature would survive post termination of this Agreement.
3. Where the Advertiser terminates this Agreement for any reason other than Studeyo's breach of contract, Advertiser will pay outstanding dues as set out in Payment Terms clause.

Privacy and Ownership of Content/ Information Collected:

1. Each of the Parties warrants and undertakes that it (and its sub-contractors if applicable) shall duly maintain standards and comply with The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, by the Ministry of Communications and Information Technology, India and as may be modified from time to time.
2. Studeyo will collect or store any Personally Identifiable Information on behalf of the Advertiser, pertaining to only those Readers engaging with Addng Native Ad Service via the Publisher Website(s). However, no Personally Identifiable Information will be collected or stored otherwise.
3. The Advertiser acknowledges that Studeyo may use technologies like, including but not limited to, cookies and web beacons to collect Personally Non-Identifiable Information of the Reader. This shall be used to optimize the performance and yield of Addng Native Ad Service, to provide comprehensive reporting to Publishers, and to provide aggregate reporting and targeting to Advertisers choosing to partner with Studeyo and third-party partners for similar use.
4. All information and any derivatives thereof, collected from Readers using Addng Native Ad Service is and shall continue to remain the property of Studeyo.
5. Studeyo shall collect and store Personally Identifiable Information pertaining to Advertisers, including but not limited to, company name, address, phone number, email address, and bank account details. However, Studeyo shall keep any such information confidential and not disclose or use such Personally Identifiable Information other than to perform its obligations under this Agreement without the prior written consent of the relevant disclosing party. However, this clause shall not apply to the extent that disclosure is required to or by any court, tribunal or governmental authority with competent jurisdiction or the Personally Identifiable Information is or becomes generally and freely publicly available through no fault of the receiving party or its agents.

License and Intellectual Property Rights

1. All intellectual property rights subsisting in, relating to or arising out of Addng Native Ad Service shall at all times be owned by and vest in Studeyo, including all developments or enhancements to such intellectual property rights.
2. The Parties agree that neither Party shall acquire any right whatsoever on the Intellectual Property Rights of the other Party and all such rights pertaining to right, interest and title of all intellectual property rights shall exclusively vest with such Party.
3. Neither Party shall do any act that would violate the Intellectual Property Rights of the other Party.
4. Nothing in this Agreement shall be construed as granting any license or other rights under any patent, copyright or other intellectual property right of Studeyo to the Advertiser nor shall this

Agreement grant the Advertiser any rights in or to this information other than the limited right to use this information solely for the purpose of this Agreement.

Assignment

1. Either party may assign its rights and/or obligations under this Agreement in whole or part to one of its group companies. Notice of assignment to be given to the other party via email or registered post.

Communication

1. Any notice under this Agreement shall be in writing and shall be made either via e-mail or certified mail to the other Party's registered office address. Notices sent by e-mail will be deemed effective 24 hours from the time of sending and notices sent by mail will be deemed effective 72 hours after posting.
2. Studeyo may disclose its relationship with the Advertiser in its marketing material and in its operational relationship with Publishers, including using for such purposes the Advertiser's name or trademark.
3. The Advertiser agrees that Studeyo may use the Advertiser's contact details (including its email and registered address) to notify it about its account with Studeyo, any issues relating to, and updates to, Addng Native Ad Service.

Expenses

1. The Parties herein shall pay their respective expenses incident to this Agreement and the transactions contemplated herein.

Non Disclosure Clause

1. Each of the Parties shall keep confidential the terms of this Arrangement. The Advertiser shall also keep confidential all data and other information supplied to it by Studeyo under this Agreement and shall not disclose or otherwise make that information available to any third parties, except if such information is publicly known or if such disclosure is required by law. Each Party shall restrict all confidential information to employees on a "need to know" basis. This obligation shall survive the termination of this Arrangement.

Explanation: - "Confidential Information" means any oral, written, graphic or machine-readable information, technical data, proprietary information, trade secret or know-how, including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, prototypes, market information, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances, memoranda, analyses, notes, legal documents and other data and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto of Studeyo, and information learned by the Recipient (being Advertiser and its Personnel or any Third Party who is permitted access by or through the Advertiser and its Personnel) through the inspection of Studeyo's property, that relates to Studeyo's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary subject to the following exceptions, namely, Confidential Information that:

- i. was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient;

- ii. was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- iii. becomes known to Recipient, without restriction, from a source other than Studeyo without breach of this Agreement by Recipient and otherwise not in violation of Studeyo's rights;
- iv. is disclosed with the prior written approval of Studeyo; or
- v. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Studeyo to enable Studeyo to seek a protective order or otherwise prevent or restrict such disclosure.

Miscellaneous:

1. This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings between the Parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the Parties hereto. This Agreement may be amended only by another written agreement, signed by the Parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such Parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.
2. This Agreement does not create any agency, joint venture or partnership relationship. Neither Party can assign or transfer any of its rights and obligations under this arrangement without the prior written consent of the other Party.

Indemnity

1. The Advertiser agrees and undertakes to indemnify and hereby indemnifies and keeps safe and harmless Studeyo, its employees and partners from and against all loss, claim, liability, demand, damage, costs, charges (including but not limited to legal fees and charges) or prejudice that may be caused on account of the Publisher's default or breach of any of the terms of this Agreement, or arising out of the Publisher's violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

Disclaimer and Limitation of Liability

1. Commencement, Continuation or Termination of the association between Studeyo and Publisher may adversely affect the Advertiser by way of a real cost or opportunity cost but no indemnity or recourse avails to the Advertiser whatsoever
2. Studeyo's acquisition or abstinence from acquisition or exit from association with any Publisher from time to time or the terms thereof including but not limited to advertising rate(s) are binding on the Advertiser under the terms hereof but no indemnity or recourse avails to the Advertiser whatsoever
3. Addng Native Ad Service provided by Studeyo is on an 'as is' basis without any warranties either express or implied whatsoever including those arising due to inaccuracies or misstatements by the Publisher
4. Studeyo and / or its associate entities, to the fullest extent permitted by law, disclaims all warranties, including non-infringement of Third Parties rights, and the warranty of fitness for a particular purpose and makes no warranties about the accuracy, reliability, completeness, or

timeliness of the content, text, graphics, and links provided as a part of Service, since this is completely dependent on the information provided by the Advertiser(s).

5. Further, the Advertiser agrees that the access to Addng Native Ad Service is dependent on Third Party service providers and Publisher(s). Hence Studeyo shall not be liable for any interruption in Addng Native Ad Services as well as consequences of the interruptions or errors in Addng Native Ad Service
6. For no event shall Studeyo, or any parties, organisations or entities associated with Studeyo, be liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data or business interruption or depletion of goodwill or similar losses or loss of anticipated savings) resulting from this Agreement, whether based on warranty, contract, tort, or any other legal theory.
7. Nothing in this Agreement excludes the liability of either party for any other liability which cannot be excluded under applicable law, including fraud, or death or personal injury caused by either party's negligence.

Force Majeure

1. Neither party shall be liable to the other by reason of any event arising by a Force Majeure Event.

Entire Agreement

1. Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the Parties with respect to Addng Native Ad Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Parties with respect to the Studeyo Services. Studeyo's failure to act with respect to a breach by the Advertiser or others does not waive its right to act with respect to subsequent or similar breaches.

Severability:

1. If any part of this Agreement is determined to be unlawful, invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue to be in effect.

Governing Law and Jurisdiction:

1. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of India without giving effect to principles of conflicts of law.
2. Dispute Resolution: Notice of Default shall be issued by the non-defaulting Party to the defaulting Party indicating the details of the default noted and providing an opportunity to cure the default. After the lapse of 30, if acknowledgement of notice with an approach regarding the cure is not received by the non-defaulting Party, then a Dispute will have arisen.
3. All Disputes will be resolved by arbitration conducted by a single arbitrator appointed by the non-defaulting Party whose decision will be binding on the Parties. The arbitrator will conduct the arbitration in accordance with the rules of arbitration as per Indian Arbitration and Conciliation Act, 1996. The arbitrator will decide the place and procedure of the arbitral proceedings. This, the Parties accept and acknowledge.

4. Courts of appropriate Jurisdiction in the City of Bangalore will have exclusive Jurisdiction in all matters relating to this Agreement except with regard to execution proceedings of an arbitral or court order.