

# User Agreement

Effective Date: 28 Mar 2018

This User Agreement (this “Agreement”) is a contract between you (“you” or “User”) and Resove LLC. (“Resove”, “we,” or “us”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement, privacy policies and quality standards included, in order to use our website located at [www.resove.com](http://www.resove.com), all affiliated websites, including mobile websites and applications (collectively, the “Site”), all services, applications and products that are accessible through the Site and all Resove mobile applications that link to or reference this Agreement (“Site Services”).

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, PRIVACY POLICY AND QUALITY STANDARD INCLUDED, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY OR AGENCY.

## 1. Privacy policy

You can review our privacy policy on [https://www.resove.com/privacy\\_policy.html](https://www.resove.com/privacy_policy.html).

## 2. Electronic communications

When you use Resove services, or send e-mails, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, or notices and messages on this site or through the other Resove Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 3. Links to other websites

Our Site does contain a number of links to other websites and online resources that are not owned or controlled by us.

Resove has no control over, and therefore cannot assume responsibility for, the content or general practices of any of these third party sites and/or services. Therefore, we strongly advise you to read the

entire terms and conditions and privacy policy of any site that you visit as a result of following a link that is posted on our site.

## **4. Intellectual property**

Any and all of the content presented on our website is, unless explicitly stated otherwise, subject to a copyright held by Resove. It is permissible to link to content from this site as long as the original source is clearly stated, but the wholesale reproduction or partial modification of content is not permitted. Exceptions are granted only if you receive prior written consent from us.

Each advertiser retains all the rights in, and is solely responsible for, any and all of the content of its posted ads.

## **5. Use of the services**

### **5.1. Eligibility**

To register for an account, you must be, and hereby represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an account, by using the Site or Site Services after the Effective Date if you had an account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to: (a) abide by this Agreement and the other Terms of Service; and (b) be financially responsible for your use of the Site and the purchase or delivery of ads. Resove reserves the right, in our sole discretion, to refuse, suspend, or revoke your access to the Site and Site Services upon discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or such information or other conduct otherwise violates the Terms of Service, or for any other reason or no reason in our sole discretion.

### **5.2. Quality standards**

We constantly strive to deliver the best service quality for all our users, publishers, advertisers and end-users alike. You accept to follow the ad quality standard, that can be found at [https://www.resove.com/ad\\_quality\\_standards.html](https://www.resove.com/ad_quality_standards.html)

### **5.3. Publisher accounts**

By enrolling, you permit Resove to serve, as applicable, (1) advertisements and other content (“Ads”), and (2) associated links, to your websites, mobile applications, mobile content, and/or other properties approved by us (each individually a “Property”). In addition, you grant Resove the right to access, index and cache the Properties, or any portion thereof, including by automated means. We may refuse to provide the Services to any Property.

You may discontinue your use of any Service at any time by removing the relevant code from your Properties.

### **5.3.1. Payments**

Subject to this Section of these Terms, you will receive a payment related to the number of valid clicks on Ads displayed on your Properties, the number of valid impressions of Ads displayed on your Properties, or other valid events performed in connection with the display of Ads on your Properties, in each case as determined by Resove.

Except in the event of termination, we will pay you by the end of the calendar month following any calendar month in which the earned balance in your Account equals or exceeds the applicable payment threshold.

Unless expressly authorized in writing by us, you may not enter into any type of arrangement with a third party where that third party receives payments made to you under the Agreement or other financial benefit in relation to the Services.

Payments will be calculated solely based on our accounting. Payments to you may be withheld to reflect or adjusted to exclude any amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by Resove in its sole discretion. Invalid activity is determined by Resove in all cases and includes, but is not limited to, (1) spam, invalid queries, invalid impressions or invalid clicks on Ads generated by any person, bot, automated program or similar device, including through any clicks or impressions originating from your IP addresses or computers under your control; (2) clicks solicited or impressions generated by payment of money, false representation, or requests for end users to click on Ads or take other actions; and (3) clicks or impressions co-mingled with a significant amount of the activity described in (1, and 2) above.

In addition to our other rights and remedies, we may (a) withhold and offset any payments owed to you under the Agreement against any fees you owe us under the Agreement or any other agreement, or (b) require you to refund us within 30 days of any invoice, any amounts we may have overpaid to you in prior periods. If you dispute any payment made or withheld relating to the Services, you must notify us within 30 days of any such payment. If you do not, any claim relating to the disputed payment is waived. If an advertiser whose Ads are displayed on any Property defaults on payment to Resove, we may withhold payment or charge back your account.

To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information in your Account. You are responsible for any charges assessed by your bank or payment provider.

### **5.3.2. Taxes**

As between you and Resove, we are responsible for all taxes (if any) associated with the transactions between us and advertisers in connection with Ads displayed on the Properties. You are responsible for all taxes (if any) associated with the Services, other than taxes based on Resove's net income. All

payments to you from Resove in relation to the Services will be treated as inclusive of tax (if applicable) and will not be adjusted.

## **5.4. Advertiser accounts**

You authorize Resove and its affiliates to place your advertising materials, feed data, and other content (collectively, “Ads”) on any content or property (each a “Property”) provided by Resove or its affiliates on behalf of Resove. You are responsible for all: (1) Ads, (2) Ads trafficking (“Campaigns”), (3) Targeting decisions (“Targets”), (4) destinations to which Ads direct viewers along with the related URLs, waypoints, and redirects (“Destinations”), and (5) services and products advertised on Destinations (collectively, “Services”). Resove may reject or remove a specific Target, Ad, or Destination at any time for any or no reason.

You are not authorized, under any circumstance to, (1) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions, (2) conceal conversions for Campaigns where they are required to be disclosed, (3) use any automated means or form of scraping or data extraction to access, query or otherwise collect Resove advertising-related information from any Campaign or Ad except as expressly permitted by Resove, or (4) attempt to interfere with the functioning of the services.

### **5.4.1. Ad copyright**

By submitting ads to Resove, including photos, banners, texts, and other material, you agree that everything will be available on any Property connected to Resove. You retain all rights in, and are solely responsible for, the Ads you post.

### **5.4.2. How long we keep the content**

If you remove any Ad or Campaign from Resove, or following termination or deactivation of your account, we may retain the content for a commercially reasonable period of time for backup, archival, or audit purposes.

### **5.4.3. Ad serving**

Its your responsibility to ensure that ads do not contain, or connect to, malware, spyware, unwanted software or any other malicious code, or knowingly breach or circumvent any service security measure.

### **5.4.4. Targeting**

While remote, the possibility of delivering an ad to a property not fulfilling every target associated to ads or campaigns is not null. Resove will not be responsible for ads delivered to unwanted targets.

### **5.4.5. Testing**

You authorize Resove to periodically conduct tests that may affect the service, including Ad formatting, Targets, Destinations, quality, ranking, performance, pricing, and auction-time bid adjustments. To

ensure the timeliness and validity of test results, you authorizes Resove to conduct such tests without notice or compensation.

#### **5.4.6. Ad cancellation**

Either party may cancel any Ad at any time before the earlier of Ad auction or placement, but if you cancel an Ad after a commitment date provided by Resove, then you are responsible for any cancellation fees communicated by Resove to you, and the Ad may still be published. Canceled Ads will generally cease serving within 30 minutes, and you remains obligated to pay all charges resulting from served Ads (e.g., fees based on conversion). You must effect cancellation of Ads (1) online through your account, if the functionality is available, (2) if this functionality is not available, with notice to Resove via email to support@resove.com.

### **5.5. Confidentiality**

You agree not to disclose Resove Confidential Information without our prior written consent. "Resove Confidential Information" includes: (1) all Resove software, technology and documentation relating to the Services; (2) click-through rates or other statistics relating to Property performance as pertaining to the Services; (3) current premium values; (4) the existence of, and information about, beta features in a Service; and (5) any other information made available by Resove that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. Resove Confidential Information does not include information that you already knew prior to your use of the Services, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party.

### **5.6. Premium value assignment**

Resove assigns this value to every account, in its sole discretion. Resove can change, modify or update such value without notice or compensation.

## **6. Termination**

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **7. Security**

We care about the security of our users. While we work to protect the security of your content and account, Resove cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

## **8. Warranty disclaimer**

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. RESOVE MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE OTHER TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESOVE DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **9. Limitation of liability**

Resove is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

your use of or your inability to use our Site or Site Services;

delays or disruptions in our Site or Site Services;

viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;

glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;

damage to your hardware device from the use of the Site or Site Services;

the content, actions, or inactions of third parties' use of the Site or Site Services;

a suspension or other action taken with respect to your account;

your reliance on the quality, accuracy, or reliability of ads found on, used on, or made available through the Site; and

your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL RESOVE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES.

## **10. Indemnity**

If you use our services for commercial purposes without agreeing to our terms as required by Section 5, as determined in our sole and absolute discretion, you agree to indemnify and hold harmless Resove and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (1) your access to or use of our services, (2) your user content, or (3) your breach of any of these terms.

## **11. Governing law**

This Agreement is governed in accordance with the laws of Maryland, United States.

## **12. Changes to this agreement**

Resove may, in its sole discretion, amend this agreement and the other Terms of Service at any time by posting a revised version on the Site and will provide reasonable advance notice of any amendment that includes a substantial change. Any revisions to the Terms of Service will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”).

Your continued use of the Site or the Site Services after the Effective Date of a revised version of this agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Terms of Service as revised.

## **13. Contact us**

If you have any questions about this Agreement, please feel free to contact us at [info@resove.com](mailto:info@resove.com)