

## SAMSUNG AD MANAGER TERMS OF SERVICE

Effective Date: December 1, 2024

**Samsung Electronics America Inc.** (“**Samsung**”) is making available its self-serve advertising platform currently known as “Samsung Ad Manager” or any successor thereto (“**Ad Manager Platform**”) to you (“**you**” and “**your**”), an advertiser (“**Advertiser**”) or an ad agency or any third party acting on behalf of Advertiser (“**Agency**”) to allow you to buy, serve, and measure advertising on certain devices, applications, websites, and online services owned or controlled by Samsung, including its TV media streaming platform (collectively “**Samsung Digital Properties**”). These terms of service (“**Agreement**”) govern the use of the Ad Manager Platform and the distribution of your ads (“**Ads**”) via the Ad Manager Platform. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE AD MANAGER PLATFORM BECAUSE IT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND SAMSUNG. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY AND POWER TO BIND YOUR COMPANY OR THE ADVERTISER (AS APPLICABLE) WITH THIS AGREEMENT AND ONCE ACCEPTED YOU AGREE TO COMPLY WITH AND BE BOUND BY ITS TERMS.

Any Agency acting on behalf of Advertiser agrees to be bound by this Agreement on behalf the Advertiser and any acts or omissions by any Advertiser in violation of this Agreement shall be deemed a breach of this Agreement by Agency.

**Samsung may modify this Agreement from time to time. If Samsung changes this Agreement, Samsung will update the Effective Date listed above make available the new applicable terms and will notify you if there are any material changes. If you continue to access or use the Ad Manager Platform after such modification, you will be deemed to have read, understood and unconditionally agreed to such changes.**

### 1 LICENSE; ACCESS TO THE AD MAMAGER PLATFORM

1.1 Subject to the terms and conditions of this Agreement, Samsung grants you a limited, non-exclusive, non-transferable, revocable license during the term of this Agreement to use the Ad Manager Platform, in the United States solely for your internal use and the purposes identified in the Agreement. In using the Ad Manager Platform, you may not (or authorize or encourage any third party to): (a) copy, reproduce, modify, damage, reverse engineer, decompile or disassemble any software components used to provide the Ad Manager Platform or create any derivative works of the Ad Manager Platform; (b) use the Ad Manager Platform in a manner that violates any applicable laws, rules or regulations (including any applicable privacy laws); (c) use the Ad Manager Platform in a manner that violates any guidelines or policies as detailed hereunder; (d) breach, disable, tamper, interfere or attempt to interfere with the proper working of the Ad Manager Platform or with any security measures designed to protect the Ad Manager Platform or any other user’s use of the Ad Manager Platform; (e) interfere or attempt to interfere with the full, complete, immediate and direct display of any Ads; (f) generate invalid or fraudulent impressions, installs, conversions, clicks, views or other events or activity on the Samsung Digital Properties; (g) disseminate any malware, viruses, or other destructive code; (h) use any robot, spider, script, or any manual or automated program or other means to extract, download, index, create multiple accounts, frame, enclose, mine, scrape, reproduce, or circumvent the presentation, operation, or intended use of any feature, function, or part of the Ad Manager Platform or Samsung Digital Properties; (i) act as or offer the Ad Manager Platform for use as a service bureau; or (j) encourage, promote or engage in any illegal, misleading, fraudulent or deceptive acts.

1.2 To access to the Ad Manager Platform, you will be required to complete a registration process and create an account (“**Account**”) by providing current, complete and accurate information as prompted during registration. Upon completion of the registration process, Samsung will provide you with a log-in user ID (the “**Samsung Log in ID**”). Upon receipt of the Samsung Log in ID, you will have the ability to create multiple log-in user IDs and assign permissions to such user IDs in order to manage multiple advertising campaigns. You agree that your use of the Ad Manager Platform and Samsung Log in ID will be solely for your benefit or the benefit of the Advertiser you are representing (as applicable), and that you will not use the Ad Manager Platform for any purpose not contemplated by this Agreement. You are responsible for any actions or activities under your Account, whether or not you have

authorized such activities or actions, and you must promptly notify Samsung of any unauthorized use of your Account.

1.3 Samsung reserves the right to verify that any individual user of the Ad Manager Platform is authorized to act on behalf of Advertiser or Agency, and that you are in good standing. Samsung may also use credit report to validate your identity. Samsung has no obligation to grant any Advertiser or Agency access to the Ad Manager Platform and may deny, suspend, restrict, or revoke access to the Ad Manager Platform at any time in its sole discretion and without notice.

1.4 Any information you provide while using the Ad Manager Platform is governed by the Samsung Ad Manager Privacy Notice (“**Privacy Notice**”). You agree to the collection, use and sharing of your information as set forth in the Privacy Notice. You acknowledge that when you use the Ad Manager Platform, Samsung may use certain technologies to collect information about your device and your use of the Ad Manager Platform to perform data analytics, bug fixing, and without limitation product enhancement.

## 2. ADVERTISEMENT AND AD CAMPAIGN

2.1 License. You hereby grant to Samsung and Samsung’s affiliates, a nonexclusive, transferable, sublicensable, worldwide and royalty-free license to access, host, store, format, modify, display, publish, and distribute your Ads, and any and all artwork, text, image, video, trademarks, logos, data, music or any other content as part of your Ads that you provide to Samsung (collectively the “**Advertising Materials**”) on any inventory available on the Samsung Digital Properties, and exercise and exploit all intellectual property, publicity and other proprietary rights of the Ads or Advertising Materials in order for Samsung to perform its obligations hereunder.

2.2 Approvals. All Ads shall be subject to review and approval by Samsung. You shall ensure that all Ads comply with any applicable laws, regulations, self-regulatory guidelines and Samsung Advertising Guidelines and Acceptance Policies (as amended and supplemented from time to time at Samsung’s sole discretion) and any other requirement, policies or specifications (collectively with the Samsung Advertising Guidelines and Acceptance Policies, the “**Guidelines**”) made available by Samsung in connection with your use of the Ad Manager Platform. You must submit your Ad through the Ad Manager Platform at least three (3) business days before the scheduled start date of your Ad campaign. If any Ad is not approved by Samsung or requires modifications, Samsung shall use its reasonable endeavors to notify you as soon as practicable. If your Ad has not been approved, the Ad campaign may be delayed or cancelled. You acknowledge and agree that the review and approval of Ads by Samsung shall not relieve you of your responsibility to ensure compliance with all applicable laws and Guidelines with respect to (i) your use of the Ad Manager Platform, (ii) your Ads, (iii) any Advertising Materials, and (iv) any services and websites that your Ads is redirecting to.

2.3 You, on behalf of yourself or your Advertisers (where applicable), shall ensure that the Ads and the Advertising Materials do not include any hidden code, tags or other materials that may adversely affect the transmission or display of the Ad(s) or the operation of the Ad Manager Platform, device or Samsung Digital Properties. You will not, and will not allow third parties, to place, install, integrate, or execute any third-party tags, pixels, beacons, cookies, code, or any other tracking, data collecting, or ad serving technologies in any Ads, Advertising Materials or any Samsung Digital Properties in connection with this Agreement unless approved by Samsung.

2.4 Once your Ad is approved, and subject to your compliance with this Agreement, Samsung will endeavor to serve your Ads in accordance with your selected criteria. You acknowledge that Samsung cannot guarantee, warrant, or predict the performance of your Ad campaign, including without limitation the delivery impressions, reach, placement, frequency, even delivery or cadence of Ads. Samsung does not guarantee that Ads will run on any ad inventory among the Samsung Digital Properties, nor that editorial adjacency will be performed. The delivery of your Ads is subject to availability and may not be continuous. Ads submitted through the Ad Manager Platform can only be served in the United States of America.

2.5 Targeting. You may be able to select certain targeting criteria in the Ad Manager Platform to target your Ads to a desired audience or location. Any use of targeting criteria must comply with all applicable laws, the Guidelines and this Agreement. You shall not target Ads (i) to minor under the age of 18, or (ii) in any way to discriminates

against people unlawfully or inappropriately. Samsung does not guarantee your Ads will reach the audience targeted and you remain solely responsible for any targeting related to your Ads.

2.6 Reporting. Samsung may, in its sole discretion, provide you with a report or dashboard containing certain aggregated and de-identified information with respect to the performance of your Ad campaign such as the number of impressions and other analytics. You shall not disclose this report to any third parties and you must keep it confidential. Subject to the foregoing, you may only use such information for your internal purposes and only on an aggregated and anonymous basis to analyse and manage your Ad campaigns. You shall not attempt to re-identify any individual or create segment using any information from such report, including for targeting or repurposing. Samsung neither represents nor warrants that the information provided in this report is accurate, complete or exhaustive.

2.7 Refund; Make-good. Samsung does not offer any make-goods through the Ad Manager Platform. No amounts paid to Samsung under this Agreement will be refunded. Advertiser or Agency agrees to pay Samsung for all impressions delivered.

2.8 Cancellation. You can pause or cancel Ads or Ad campaigns at any time in the Ad Manager Platform. It may take up to 24 hours after you notify Samsung before your Ads campaign is stopped and you remain responsible for paying for all Ads served.

2.9 Removal. Samsung, at all times, retains the right to reject, suspend, terminate or modify the delivery of any and all Ads submitted by you for any reason in its sole discretion without liability to you. Samsung is not responsible for any technical issues that may affect delivery of Ads or availability of the Samsung Digital Properties.

### **3. USE OF THE AD MANAGER PLATFORM**

3.1 As between Samsung and you, title, ownership rights, and intellectual property rights in and to the Ad Manager Platform and any derivatives or modifications thereof, in whole or in part, remain with Samsung. You understand that Samsung may modify or discontinue the Ad Manager Platform or any of its features at any time in its sole discretion. This Agreement does not entitle you to any upgrades, updates, add-ons patches, enhancements, or fixes for the Ad Manager Platform except in Samsung's sole discretion. You do not acquire any right, title or interest in any content on the Ad Manager Platform by virtue of accessing the Ad Manager Platform or making use of the Ad Manager Platform as permitted under this Agreement. No license to use or reproduce any logo, brand, trademark, service mark and business name ("Trademarks") included on the Ad Manager Platform is granted to you by this Agreement or otherwise. The Trademarks displayed on the Ad Manager Platform are protected, whether or not they are registered. Any unauthorized use of content or information posted on the Ad Manager Platform and any unauthorized reproduction, retransmission or other use of any part of the Ad Manager Platform may infringe Samsung's, or third parties' copyrights, Trademarks, privacy, publicity or other rights.

3.2 Your use of the Ad Manager Platform shall comply with all applicable laws and this Agreement, and shall not infringe any rights of third parties. You are solely responsible for:

- (i) your Ads and any Ad Materials,
- (ii) the parameter of your Ad campaigns including without limitation, (a) all trafficking and targeting criteria, (b) the placement on Samsung Digital Properties, (c) the budget allocated for each Ad campaign, (d) its start and end date,
- (iv) any promotions offered in connection with ad campaigns, and
- (v) any disclosure requirements or claims about Advertiser's products or services.

Without limiting Samsung's other rights under this Agreement, Ads will stop being served upon the earlier of (x) the date your budget has been reached, or (y) the scheduled end date for the applicable Ad campaign.

3.3 As part of this Agreement, Samsung may make available to you some support tools which would allow you to access tutorials, relevant documentation or log any events or questions you would like to ask related to the Ad Manager Platform. Samsung may use any information you log into the Ad Manager Platform to improve the Ad Manager Platform, to troubleshoot bugs, facilitate the provision of updates and support, and for communication

purposes. The Information collected through the Ad Manager Platform may include the information input by the user and received through the creation and use of demographic information, information about the user's computer hardware/ software/platform, unique device IDs, other device identifiers, incident data, Internet Protocol (IP) address, and the user's connection.

**3.4 Samsung does not warrant that the Ad Manager Platform will be fault free or free of interruptions and Samsung shall have no liability to you for any failure of the Ad Manager Platform whether this arises from a technical fault or other failure in the Ad Manager Platform or otherwise. Samsung may (i) suspend the operation of the Ad Manager Platform for the purposes of remedial or preventative maintenance and improvement, or (ii) cease all or any portion of the Ad Manager Platform at Samsung's sole discretion without notice or liability to you or any third party. You agree to be liable for any fees incurred prior to such suspension or termination. Samsung does not make any guarantees in connection with the performance of your Ad campaign or Ads on Samsung Digital Properties.**

#### **4. FEE AND BILLING**

**4.1 Fees.** Fees for any Ad campaign you are ordering are on a "cost-per-thousand" (CPM) basis, and you will be charged a fixed rate for a certain number of ad impressions up until the budget you set up in the Ad Manager Platform.

**4.2 Billing.** Upon creation of your Account, you will be asked to enter your credit card information. You acknowledge that other information may be required to verify the identity of Agency or Advertiser and the validity of the credit card. By providing your credit card information, you authorize Samsung or its payment processor(s) to charge your credit card for all amounts due (including applicable taxes) in connection with any Ad campaigns purchased through the Ad Manager Platform and to store your payment card information and to continue billing the card until your order(s) has been fulfilled. Your credit card will be automatically charged at the end of each calendar month and when you reach the billing threshold amount indicated in the Ad Manager Platform. This means your credit card may be charged several times in a given month if you exceed the billing threshold. Billing dates may vary in the event of any processing delays, if an Ad campaign is paused or suspended, or if no impressions are delivered. Samsung will only bill for Ads delivered up until your budget. All charges and amounts owed by you are based on Samsung's measurement and calculation of Ads delivered, which is final under this Agreement. Any amounts paid for delivered impressions are non-refundable.

**4.3 Non-Payment.** If your credit card fails or if you do not pay what is due within forty-eight (48) hours of receipt of a request to pay by Samsung, Samsung will suspend the delivery of the Ads and reserves the right to terminate the Ad campaign and/or suspend or restrict your access to the Ad Manager Platform. You shall remain obligated to pay Samsung for any impressions delivered. Samsung reserves the right to charge you the fees or interest charged by banks or third-party payment processors in connection with any transactions or payment failures under this Agreement. Late payments bear interest at the rate of (i) 2% per month or (ii) the highest rate allowed by law, whichever is lower, such interest to continue to accrue even after termination where you fail to make such payments. In the event Samsung is unsuccessful at recovering payment from you, and without limiting any other rights Samsung may have, Samsung may, in its sole discretion, proceed with third-party collections against you and you will be responsible for paying all cost and expenses (including reasonable attorneys' and collection agency's fees) incurred in collecting any late payments.

**4.4 Taxes.** Samsung will collect and charge any applicable sales, use, value added, or similar taxes, duties, charges, or assessments that may become due under this Agreement in accordance with applicable law.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Retained Rights.** As between you and Samsung, Samsung shall retain all intellectual property rights in and to the Ad Manager Platform, the Samsung Digital Properties, Samsung's Confidential Information (as defined below) any Trademarks owned by Samsung and you shall retain all intellectual property rights in your Ads and your Trademarks. Except as expressly set forth in this Agreement, no licenses are granted by you or Samsung and all rights not expressly licensed hereunder are expressly reserved.

5.2 **Feedback.** If you provide suggestions, ideas or other feedback to Samsung relating to the Samsung Digital Properties or the Ad Manager Platform, you hereby (a) agrees that all such suggestions, ideas and feedback are provided on a non-proprietary and non-confidential basis, and (b) hereby irrevocably grants to Samsung a non-exclusive, paid-up, royalty-free, worldwide, perpetual, sublicensable right and license to incorporate, disclose, and use all suggestions, ideas and feedback for any purpose.

## 6. CONFIDENTIALITY

6.1 Any Confidential Information (as defined below) disclosed by Samsung to you shall be owned by and remain, as between you and Samsung, the sole property of Samsung. You shall: (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as you would protect your own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use Samsung Confidential Information, or permit it to be accessed or used, for any purpose other than for the purpose of performing your obligations under this Agreement, or otherwise in any manner to Samsung's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around Samsung's proprietary services, products, and/or confidential intellectual property, (c) not disclose any such Confidential Information to any person or entity, except to your representatives who: (i) need to know the Confidential Information to assist you, or act on your behalf, in relation to the Agreement; (ii) are informed by you of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to you that are no less restrictive than the terms and conditions of this Section; and (iv) be responsible for any breach of this Section caused by any of your representatives.

6.2 "**Confidential Information**" means all non-public, confidential, or proprietary information whether or not marked, designated or otherwise identified as "confidential", or disclosed under circumstances from which, a reasonable person would understand the information to be confidential. Samsung Confidential Information includes all business, financial, strategic, marketing, technological, or creative information related to Samsung products and services including the Ad Manager platform and the Samsung Digital Properties. Confidential Information excludes any information that: (i) at the time of disclosure is, or thereafter becomes, generally known or available to the public other than as a result of, directly or indirectly, any violation of this Section by a party; (ii) was known or in possession of a party before being disclosed without restriction as to use or disclosure; (iii) at the time of disclosure is, or thereafter becomes available to a party without restriction as to use or disclosure by a third party authorized to make such disclosure; (iv) is or was information that was independently developed by a party without reference to or use of the other party's Confidential Information; or (v) is disclosed with the prior written consent of the other party.

6.3 Each party may disclose Confidential Information that is subject to a legal, governmental or administrative proceeding, order, subpoena, or request ("Legal Order"), provided that, in the case of your disclosure of Samsung's Confidential Information (i) you agree to provide prior written notice to Samsung of such Legal Order (unless prohibited by applicable law) in order to allow Samsung a reasonable opportunity to seek at its expenses a protective order or other remedy, and (ii) you agree to provide reasonable assistance to Samsung in seeking such protective order or other limitation on disclosure.

## 7. PUBLICITY

You may not issue any press release or make any other public announcement concerning this Agreement or the subject matter hereof without the prior written consent of Samsung. Notwithstanding the foregoing, you hereby authorize Samsung to reference Advertiser and Agency, including its Trademarks as a user of the Ad Manager Platform in press, marketing, websites and sales materials.

## 8. REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant that: (a) you shall comply with all applicable law, and shall satisfy all obligations owed to third parties in connection with the performance of your obligations hereunder; (b) you are duly organized, validly existing and in good standing under the laws of its state of organization; (c) you have full power and authority, and all other rights, licenses and authorizations required, to execute and deliver this Agreement, to perform your obligations set forth herein, and to grant all rights granted herein; (d) your Ads and Advertising Materials used and displayed under this Agreement do not violate or infringe the copyright, ownership, publicity or authorship or any other moral or intellectual property rights or rights of privacy of any person, entity, or any other third party and that

you will pay all performance rights and other royalties due in respect of the display of the Ads and (e) the Ads and Advertising Materials comply with the Guidelines. Agency represents, warrants and covenants that it has the necessary power and authority to act on behalf of and to bind the Advertiser to this Agreement.

## **9. DISCLAIMERS**

THE AD MANAGER PLATFORM IS PROVIDED ON AN “AS IS,” “WHERE IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY ADS. SAMSUNG DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SAMSUNG AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR YOUR IMPROPER USE OF THE AD MANAGER PLATFORM.

THE AD MANAGER PLATFORM MAY INTEGRATE WITH OR LINK TO THIRD PARTY’S TOOLS, SITES, OR RESOURCES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF SUCH THIRD PARTY IS AT YOUR OWN RISK, IS SUBJECT TO THE THIRD PARTYS TERMS, AND YOU AGREE TO COMPLY WITH SUCH THIRD-PARTY TERMS.

## **10. INDEMNIFICATION**

10.1 You agree to indemnify, defend and hold harmless Samsung and its affiliates, and its and their respective officers, directors, employees, agents, successors, licensees, suppliers and assigns (collectively “**Samsung Indemnitees**”), from and against any and all losses, liabilities, damages, penalties, governmental inquiries, investigations and proceedings, as well as all costs and expenses (including reasonable attorneys’ fees), incurred in connection with any third-party claim, action or proceeding (each, a “**Claim**”) arising from or relating to (a) your actual or alleged breach of this Agreement, (b) your Ad, Ad campaign or products or services you are advertising including any infringement, misappropriation, or violation of any third party intellectual property rights, rights of publicity or privacy, (c) your negligence, or willful misconduct, (d) a violation of any applicable laws or (e) your failure to comply with the Guidelines.

10.2 You will cooperate as fully as reasonably required in the defense of any Claim. Samsung reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You shall not settle the Claim unless such settlement (i) is solely for monetary damages (for which the you shall be responsible), (ii) does not impose injunctive or other equitable relief on any Samsung Indemnitees, and (iii) includes an unconditional release of each Samsung Indemnitee from all liability relating to the compromised or settled Claim.

## **11. LIMITATION OF LIABILITY**

NEITHER SAMSUNG NOR ITS AFFILIATES SHALL BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OPPORTUNITY OR SAVINGS OR LOST, DAMAGED OR DESTROYED DATA (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR SAMSUNG HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL SAMSUNG AND ITS AFFILIATES TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IN AGGREGATE EXCEED THE AMOUNTS PAID BY YOU AND RECEIVED BY SAMSUNG UNDER THIS AGREEMENT, DURING THE FOUR (4) MONTH-PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THESE LIMITATION OF LIABILITY APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY’S LIABILITY FOR DAMAGES OR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED.

## **12. TERM AND TERMINATION**

12.1 Termination. You or Samsung may terminate this Agreement at any time for any reason by providing notice or by closing your Account.

12.2 Effect of Termination. Upon termination of this Agreement, you shall (i) return or, at Samsung's request, destroy, as commercially practicable, all copies of Samsung Confidential Information, and all other property belonging to and/or received from Samsung hereunder, (ii) cease using the Ad Manager Platform and (iii) pay any outstanding fee owed to Samsung.

12.3 Survival. All provisions that should by their nature survive the termination of this Agreement shall survive the expiration of this Agreement including, without limitation, the rights and licenses you have granted hereunder, any payment obligations, confidentiality, indemnifications, disclaimers, limitations of liability, provisions related to governing law, jurisdiction, and no class action.

### 13. MISCELLANEOUS

13.1 Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed by the laws of the State of New York without regard to any choice of law or conflict of law provisions or rules. All actions hereunder shall be brought, and each of the parties irrevocably consents to exclusive jurisdiction, in federal or state courts located in New York County, New York. The parties expressly agree that neither the Uniform Computer Information Transactions Act, nor any state's version thereof, nor the United Nations Convention on Contracts for the International Sale of Goods, apply to this Agreement. Each party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of *forum non conveniens* or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

13.2 No Class Actions. You agree to resolve any disputes related to this Agreement as an individual and not as a class or join any class. YOU ARE HEREBY WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

13.3 Modifications. Samsung reserves the right, at any time, to modify this Agreement. Samsung will make available the new applicable terms and will notify you if there are any material changes. Your continued use of the Ad Manager Platform will be deemed an acceptance of the modified terms.

13.4 Severability. If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

13.5 Waiver; Remedies Cumulative; Entire Agreement. A waiver of any breach, default or condition under this Agreement shall not constitute a waiver, or continuing waiver, of such, or any other or subsequent, breach, default or condition. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or any other right, power or privilege. No payment or acceptance thereof under this Agreement shall operate as a waiver of any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them, nor the exercise or failure to exercise any of them, shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of either party. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, arrangements and understandings, regardless of whether or not written or oral, relating to the subject matter hereof.

13.6 No Assignment, Sublicense or Transfer. You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without Samsung prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and Samsung, in its sole discretion, shall have the right to immediately terminate this Agreement.

13.7 Relationship. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither this Agreement, nor any terms and conditions contained in this Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency

between you and Samsung. Neither you nor Samsung may bind the other in contracts with third parties or make promises or representations on behalf of the other party without a written consent, and employees and agents of one party are not for any purpose employees or agents of the other. Neither party owes the other party or any third party any compensation for performing the actions contemplated by this Agreement, except as expressly set forth in this Agreement. This Agreement is made for the benefit of Samsung, its affiliates and you only and, except as expressly provided herein, this Agreement is not for the benefit of, and was not created for the benefit of, any third parties.

13.8 Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors.

13.9 Notices. Any notices to Samsung shall be given in writing and sent to: Samsung Electronics America Inc., Attn: Legal Department, 1 Pennsylvania Plaza, FL 26, New York, NY 10119 with a copy to [ad.manager@samsung.com](mailto:ad.manager@samsung.com). Such notices will be deemed given: (i) when delivered personally; (ii) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery; and (iii) five (5) business days after having been sent by first class, certified or US Priority mail, with proof of mailing, postage prepaid. Samsung may provide notices to you at the latest mailing address or email address listed on your Account, and/or by posting notices within the Ad Manager Platform.

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