

## ironSource Aura Advertiser Dashboard Terms of Use

*Last Revised: July 9, 2020*

These Terms of Use (the “**Terms**”) is the legal agreement between you (the “**User**” or “**you**”) and ironSource Ltd. (“**ironSource**”, “**us**” or “**our**” or “**we**” or “**Company**”) for your use of the Advertiser Dashboard (the “**Site**”).

BY ACCESSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING THE TERMS OF OUR PRIVACY POLICY (available on the Site).

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CONNECT TO, ACCESS OR USE THE SITE IN ANY MANNER WHATSOEVER.**

The Site is available only to individuals who (a) are at least thirteen (13) years old; and (b) possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

**THE SITE.** The Site provides you with information regarding ironSource, ironSource Aura, including without limitation ironSource products and services, and any other content available therein such as data, materials, contact information, designs and graphic user interface (collectively, the “**Content**”).

**TO THE EXTENT LEGALLY PERMISSIBLE ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO IRONSOURCE. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS. IRONSOURCE WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE CONTENT AVAILABLE THEREIN.**

**YOUR USE OF THE SITE, AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.**

**RESTRICTIONS ON USE.** There are certain conducts which are strictly prohibited on the Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may result herein (at ironSource’s sole discretion) in the termination of your access to the Site and may also expose you to civil and/or criminal liability.

**Unless otherwise explicitly permitted under these Terms or in writing by ironSource, you may not (and you may not permit anyone to):** (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of ironSource or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d)

interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by ironSource on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to ironSource's proprietary rights, including ironSource's Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content on any other site or networked computer environment for any purpose without ironSource's prior written consent; (l) create a browser or border environment around ironSource Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or Content; (n) frame or mirror any part of the Site without ironSource's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; and/or (r) infringe and/or violate any of the Terms.

**TITLE AND OWNERSHIP.** You acknowledge and agree that the Site, including any revisions, corrections, modifications, enhancements and/or upgrades thereto, accompanying materials, and any copies you are permitted to make under these Terms are owned by the Company or its licensors, and are protected under copyright laws and treaties. You further acknowledge and agree that all right, title, and interest in and to the Site, including associated intellectual property rights (“**Intellectual Property**”) (including, without limitation, any patents (registered or pending), copyrights, trade secrets, designs or trademarks), evidenced by or embodied in and/or attached or connected or related to the Site, are and shall remain owned solely by the Company and/or its licensors. These Terms does not convey to you any interest in or to the Site, but only a limited, revocable right of use in accordance with these Terms. Nothing in these Terms constitutes a waiver of our intellectual property rights under any law.

To the extent you provide any feedbacks to ironSource (“**Feedback**”), ironSource shall have an

exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any ironSource current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require ironSource to comply with any additional obligations with respect to any ironSource current or future products, technologies or services that incorporate any Feedback.

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**CHANGES TO THE SITE AND/OR TERMS.** We may, at our sole discretion, change, modify, add to or delete any of the terms and conditions of these Terms, and/or the Content and/or the Site at any time, without prior written notice to you. In the event of any material changes to the Terms, we will make reasonable efforts to post a clear notice on the Site and/or will attempt to send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Your continued use of the Site, following any change to these Terms, constitutes your complete and irrevocable acceptance of any such change. If any modification to these Terms is not acceptable to you, your only recourse is to cease using the Site.

**MINORS.** To use the Site you must be over the age of thirteen (13). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of thirteen (13) are not using the Site. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using the Site, we will prohibit and block you from accessing the Site and will make all efforts to promptly delete any information with respect thereto.

**WARRANTY DISCLAIMER.** THE SITE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE REMAINS WITH YOU. THE COMPANY FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, FUNCTIONAL, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE AND ERROR-FREE.

**EXCLUSION OF CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE), SHALL THE COMPANY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY

TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

**LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO THE COMPANY, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SITE. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY DISSATISFACTION WITH THE SITE IS TO IMMEDIATELY CEASE USE OF THE SITE.

THE COMPANY'S TOTAL LIABILITY TO YOU UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE SHALL NOT EXCEED ONE U.S DOLLARS (US\$1.00).

**INDEMNITY.** You shall indemnify, defend, and hold us and our directors, officers, and employees from and against all claims, suites, costs, damages, losses, liability, and expenses, including reasonable attorneys' fees and other legal expenses, arising from or incurred as a result of your use of the Site, or your violation of these Terms.

**LINKS TO THIRD PARTY SITES.** Certain links provided herein permit our Users to leave the Site and enter third party sites or services. These linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of ironSource and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, ironSource is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. We reserves the right to remove any link at any time. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collected.

**TERMINATION.**

At any time, we may discontinue your use of the Site, at our sole discretion, with or without any reason or prior notice, in addition to any other remedies that may be available to ironSource under any applicable law.

**MISCELLANEOUS.** If any provision of these Terms is held to be unenforceable, such

provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein. You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification. No amendment hereof will be binding unless in writing and signed by IronSource. The parties agree that all correspondence relating to these Terms shall be written in the English language.

**LAW AND JURISDICTION.** These Terms will be governed by, construed and enforced in accordance with the laws of Israel, without regard to its conflicts of law principles or provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is specifically excluded of these Terms. Any disputes arising out of or in connection with these Terms shall be finally exclusively settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by one arbitrator appointed in accordance with the ICC Rules (the “Arbitrator”). The arbitration shall take place in Tel Aviv, Israel and shall be conducted in the English Language. The arbitration shall be conducted on a confidential basis. The award passed by the Arbitrator shall be final and binding. Nothing contained herein shall prevent the Company from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against you, in order to restrain the breach of any restrictive covenants pursuant to these Terms. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

**CONTACT US.** If you have any questions, complaints and/or claims, you may contact us at [Legal@ironsrc.com](mailto:Legal@ironsrc.com).