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DIGITAL BIRD
ADVERTISING PLATFORM

ADVERTISING PLATFORM
FOR B2B AND B2C



www.digitalbird.org
contact@digitalbird.org

Terms and Conditions

General

DIGITALBIRD Terms and Conditions underline your utilization of this Website, www.digitalbird.org (in the future called the "Site", "Stage"), your utilization of the promoting and adaptation administration ("Service") presented through the Platform and your coordinated effort with DIGITALBIRD (from this point forward called the "DIGITALBIRD", "We", and so on.). Kindly read these Terms and Conditions cautiously as they influence your freedoms and liabilities under the law.

Therefore, you expect to acknowledge DIGITALBIRD Terms and Conditions to utilize our Service. We offering enrolment and data re-actually take a look at structures to protect the concurrence with our Terms of Service. What's more, by proceeding to utilize our administrations you naturally acknowledge our Terms and Conditions. By tolerating our Terms, you are likewise answerable for guaranteeing that any individual who gets to our Platform knows about these Terms of Service and other appropriate archives consent to them.

On the off chance that you don't consent to these Terms and Conditions, kindly don't utilize the Service or the Website, or don't have any significant bearing as a Publisher or Advertiser.

We firmly prescribe you to inspect our Privacy Policy about how we gather and utilize your own information.

DIGITALBIRD universally useful is to give promoting and adaptation Services as a publicizing organization. We work with different sorts of Advertisers and Publishers all over the planet and proposition them a stage with the capacity to send off and deal with their promoting efforts via computerized implies. The administration of each and every promoting effort is executed through an individual client account.

Kindly depend on the data you get from this Website (Platform) despite all advice to the contrary. In any case, DIGITALBIRD pursuit to make accessible data exact and forward-thinking.

If it's not too much trouble, note that the overall site www.digitalbird.org and its subdomains may contain outer connections to other outsider sites. We acknowledge no liability or obligation for outsider sites based on their Conditions of Services or how they process your own data. We firmly prescribe you to inspect these outsider sites' approaches and terms prior to presenting any private data.

DIGITALBIRD isn't answerable for any misfortune supported by any individual utilizing this Website (Platform) or administration.

The organization liable for giving Advertising and Monetization administrations and stage:

DIGITALBIRD
Q2 Thao Dien
Q2 Thao Dien Residence An Phú, Ho Chi Minh City, 711070, VNM

The following are the Terms for Advertiser and Publisher. If it's not too much trouble, note that 'Publicist Terms arrangement' varies from 'Distributor Terms understanding', by tolerating DIGITALBIRD Terms and Conditions you acknowledge the two arrangements.
Terms for Advertisers | Terms for Publishers

Terms for Advertisers

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DIGITALBIRD (VNM), (the, "DIGITALBIRD", "DIGITALBIRD", "We", and so forth) DIGITALBIRD furnishes Advertiser with a specialized chance ("Service") to perform promoting administrations including however not restricted to transferring Ads and making Ad crusades.

1. Fundamental Definitions

- a. "Sponsor" - individual or organization who markets labour and products with Ads on Publishers' Websites involving Company Service as a middle person.
- b. "Promotion or Advertisement" - any sort of web-based notice, including, without constraint, flags, joins, pop-ups, pop-under and video commercials or comparative in text or some other media design.
- c. "Publicist Account"/"Record" signifies the Advertiser's record at DIGITALBIRD self-administration stage (ssp.Digitalbird.org) utilized for setting, overseeing and sending off publicizing efforts.
- d. "Content" - all promotion content, related innovation and labels given by sponsors that are dependent upon the Services under this Agreement.

- e. "Date of choice" - implies the date of choice and acknowledgment with Terms for Advertisers or without its signature, the date when the Advertiser set up an Advertiser Account with DIGITALBIRD.
- f. "Publicizing or Ad Network" - an innovative stage that permits Advertisers to make Ad missions and show Ads on Publishers' Websites
- g. "Property of the Network" - any site, content, application structures. Any licensed innovation or some other media possessed, worked, or given by an organization inside the DIGITALBIRD Network upon DIGITALBIRD promoting exercises.
- h. "Mission" or "Promotion Campaign" - certain activities set up by an Advertiser to expand traffic to the Advertiser or its partnered site, deals as well as drawing in new clients.

2. The Service

- a. DIGITALBIRD gives Advertisers a specialized chance to perform showcasing administrations including yet not restricted to transferring Ads and making Advertising efforts.
- b. To utilize DIGITALBIRD administrations and to turn into an Advertiser, you should fill the application structure on the Website and acknowledge current Terms of Service, including, however not restricted to, the Privacy Policy.
- c. DIGITALBIRD might decline you for running/involving the Service for Advertisers on the accompanying grounds:
- d. Doubt or known or saw connects to fear monger associations, military, arms or potentially ammo assembling or deals;
- e. Doubt or realized illegal tax avoidance or psychological oppressor funding;
- f. Doubt or known criminal offense;
- g. Doubt or known action or exchange inside, from or into a nation where that movement is likely to ban as well as exchange control limitations;
- h. Distribution and publicizing ill-conceived content and materials or outrageous political promulgation;
- i. DIGITALBIRD screens, tracks and gives reports in a way and on not entirely settled by DIGITALBIRD in its only circumspection. DIGITALBIRD will report if and when mistakes have happened in Your Ad crusade. DIGITALBIRD will likewise, at its only circumspection, offer help and guidance on a Campaign during the term of this Agreement.
- j. DIGITALBIRD doesn't ensure:
- k. the arrangement, situating or the planning of conveyance of any Ad;
- l. the quantity of impressions, distributions, changes or taps on any Ad.

3. Charges, Fundings and Advertiser Account

- a. All charging and general conveyance announcing measurements depend on the DIGITALBIRD revealing framework.
- b. The utilization of the Service will occur consistently. For the reasons for this Agreement, a schedule month is viewed as a revealing period (the "Detailing Period").

- c. Valuing model, a recurrence of impressions, various acquisitions, GEOs and other mission terms decide rates for publicizing efforts.
- d. In the event that in the event that Advertiser thinks about that there is a disparity in DIGITALBIRD measurements for a Reporting Period, Advertiser should protest the ongoing insights by giving DIGITALBIRD a contemplated report deciding an error inside three (3) schedule days from getting of DIGITALBIRD server reports in significant Reporting Period. In any case, DIGITALBIRD isn't answerable for such disparity, administrations will be considered as fulfilled, and will compute profit based on DIGITALBIRD revealing framework. On the off chance that that the gatherings can't arrive at an arrangement in regards to the measurable disparity, then, at that point, the DIGITALBIRD measurements report will win.
- e. DIGITALBIRD gives a potential chance to finance Advertising account by utilizing instalment specialist organizations. Sponsor will reserve the option to pick any suitable instalment specialist co-op. By sending your assets you concur that DIGITALBIRD isn't answerable for any moves initiated by the instalment specialist co-op including, however not restricted to, to any extra exchange expenses, bank charges or cash charges applied to your exchange. All instalments to DIGITALBIRD incorporate the charges and commissions recorded above, if material.
- f. By tolerating these terms and sending any assets to DIGITALBIRD, sponsor gets a sense of ownership with all relevant charges related with gave promotion administrations, with the exception of expenses in view of DIGITALBIRD pay.
- g. Any misfortunes regarding any finances shipped off DIGITALBIRD endured by DIGITALBIRD will be reimburse by the Advertiser.
- h. The use of DIGITALBIRD Self-Service for Advertisers suggests pre-pay premise. That implies that Advertiser will subsidize its Advertiser Account ahead of time. The base measure of a beginning up store is \$100 (United States Dollars). By involving Self-Service you're assuming a sense of ownership with financial plan spending and Ad crusades spending plan impediments and spending. On the off chance that that Advertiser Account balance approaches zero, all dynamic missions will stop right away, in the event that it are not pertinent as far as possible. Limits spending isn't lawfully restricting and DIGITALBIRD bears no liability regarding any overabundance.
- i. If there should be an occurrence of utilizing Managed administrations Advertiser will set up all spending restrictions and financial plan (fixed or limitless) with DIGITALBIRD supervisors to run Ads crusade. So, Advertiser needs to control the expenditure of the publicizing financial plan and embraces to illuminate DIGITALBIRD in expounded on additional activities to streamline such missions. You will pay for Services on the foundation of the solicitations, gave by DIGITALBIRD, by one of the accompanying choices: (I) prepayment, (ii) net, or (iii) net + 30 days.
- j. Promoter will be answerable for any estimating, Bid, Ad Unit Values, Bidding Terms, Account setup or classification groupings mistakes or different blunders ("Buyer Errors") bringing about a finished exchange (Ad Unit served), and will be obligated for any instalments due regarding the finished exchange.
- k. That's what promoter recognizes:

- l. all executed exchanges are conclusive;
- m. notice of Buyer Errors should be accounted for by the Advertiser in 12 hours or less;
- n. Be exhorted that smart CPA and CPC valuing models require a test to assess the mission execution. An itemized depiction of test settings for smart CPA and CPC estimating models is expressed in the FAQ segment.
- o. In any case, there are a few assertions each sponsor ought to be cautioned about:
- p. All test costs trouble on publicists;
- q. Test working time can take from 2 hour to a few days relying upon the amount of traffic for the chose focusing on choices;
- r. The test is thought of as finished with current outcomes when the test financial plan is completely drained;
- s. Test results stringently rely upon the chose offer, focusing on, and creatives. DIGITALBIRD doesn't bear liability regarding low mission execution;
- t. In the event that when the expense of delivered clicks/changes won't cover costs for the tried traffic promoter will be deducted costs worth the traffic spend;
- u. DIGITALBIRD maintains all authority to stop Service, keep instalment whenever and end the current Agreement without responsibility to Advertiser in the event of a material break of this Agreement by the Advertiser or its partners. Parties therefore concur that any type of fake or criminal behaviour, or any infringement of pertinent regulations and guidelines, or any movement determined in Section 8 of this Agreement will be considered a material break of this Agreement.
- v. DIGITALBIRD will reserve the privilege to change your record balance on account of (i) want of instalment of rewards, (ii) to deduct exchange charges, (iii) because of specialized reasons, (iv) because of deceitful movement, (v) upon extra arrangement by the Parties.
- w. All the Commerce Gate exchange conditions are dependent upon Commerce Gate Billing Support.

4. DIGITALBIRD Limited Warranty

- a. With the exception of the express guarantees set out above and to the degree allowed by regulation DIGITALBIRD explicitly disavows any remaining guarantees of any sort regarding the Service, whether express or inferred, including without impediment any guarantees for merchantability, qualification for a specific reason, that the Services will be continuous, totally secure as well as liberated from programming blunders.
- b. DIGITALBIRD besides explicitly disavows any liability corresponding to (i) any cases made according to Ads, crusades or any Contents or (ii) any cases made comparable to the distribution of any such Ads, missions or Contents on any sites, for example, including however not restricted to, streaming destinations, File Sharing Endlessly locales with grown-up satisfied.

5. Promoter's Representations and Warranties

- a. Each party will bend over backward to maintain the most noteworthy moral and business guidelines. Assuming DIGITALBIRD demands that Advertisements ought to be taken out from or not set in any setting that hurts the altruism or notoriety of DIGITALBIRD, Advertiser will immediately conform to such ask for.
- b. In the event of infringement of its commitments under the current Agreement by Advertiser, DIGITALBIRD claims all authority to quit offering types of assistance and keep Advertisers' compensation or record equilibrium or fine.
- c. The publicist acknowledges and recognizes the full liability if the Contents in a Campaign would be considered invalid or unlawful in any pertinent ward.
- d. Each Party defers its freedoms against the other in regard of guarantees and portrayals (whether composed or oral) not explicitly set out or alluded to in this Agreement. Nothing in this proviso restricts or avoids either Party's risk for extortion.
- e. Thusly you address and warrant that you have every single vital right, allows and licenses to begin and oversee promotion crusades and for show Advertisement and work Your sites and business exercises in the chose wards. If there should arise an occurrence of break of this commitment, DIGITALBIRD might end this Agreement out of the blue without earlier notification, keep any compensation or record equilibrium and guarantee for remuneration of brought about misfortunes and harms.
- f. The promoter attempts to guarantee that its servers support the traffic coordinated to advertisement crusade through our administration. At any rate, DIGITALBIRD gets a sense of ownership with every one of the results in the event that your servers can't uphold the traffic coordinated to your site.
- g. You thus make a deal to avoid utilizing DIGITALBIRD's framework interface, accessible to You regarding the execution of this Agreement, in any capacity, not accommodated by this Agreement, including not to convey or move it to any outsider.
- h. Thus, you make a deal to avoid giving any outsiders the valuable chance to put Ads that disregard the necessities of the regulation, as well as morals and profound quality standards. You will bear every one of the costs and misfortunes caused from Your unlawful utilization of protected materials (counting Ads, brand names, and so forth).
- i. You warrant not to utilize mechanized devices, including robots, contents, or bugs, that create requests or accumulate data from the connection point of the DIGITALBIRD Network.
- j. Thus, you warrant that You won't utilize the DIGITALBIRD Network framework interface for any reasons that abuse any appropriate regulations or freedoms of any outsiders, including its licensed innovation.
- k. You award NOT to change, adjust, decipher, dismantle or any other way endeavour to determine the source code of any product, utilized in DIGITALBIRD Network, Services or Program.
- l. Thus, you address and warrant to furnish DIGITALBIRD with all the documentation or its reciprocals, required for recognizable proof of the gatherings, ascertainment of the lawful reality and satisfaction of its commitments under this Agreement, inside 30 work days from the date of the

solicitation. In specific cases, we might keep all instalments until we will get significant documentation from you.

- m. Thusly You irreversibly approve DIGITALBIRD to move a solicitation got by DIGITALBIRD to give data to the instalment straightforwardly to Your monetary foundation accessible.

6. Limitations and fake action

- a. You are explicitly denied from utilizing any means, gadgets or plans to commit misrepresentation, abuse any appropriate regulation, obstruct different associates or adulterate data regarding the Services or surpass your allowed admittance to the DIGITALBIRD site or Program.
- b. You are disallowed from any act of masking (shrouding) an Ads with various substance or greeting page. DIGITALBIRD will have the right, in demonstrated shrouding endeavours, to boycott Your Advertiser Account, to keep account balance and to make all essential legitimate moves to re-establish the harm brought about by this infringement. Anyway, DIGITALBIRD will make all judgments about false movement in its only watchfulness.

7. Repayment

- a. Publicist consents to reimburse and hold DIGITALBIRD, its associates, auxiliaries, replacements and doles out innocuous from all possible cases, activities, decisions or liabilities emerging out of or regarding Advertiser's Campaign, any break of this Agreement by Advertiser or potentially of any portrayal, guarantee or understanding in this Agreement.

8. Record and mission content dismissal

- a. DIGITALBIRD has, in its only caution and with next to no responsibility, the option to deny any promoting material or Content that incorporates or in view of any improper or unlawful substance, for example, including yet not restricted to, the accompanying models:
- b. criminal behaviour (for example the offer of organs, slave exchanging, cloning, psychological warfare, guides how to construct a bomb, hacking, "phreaking", and so on);
- c. disdain mongering (for example racial, political, ethnic, strict, orientation based, sexuality-based or individual, and so on.);
- d. brutality, profane or obscene language and oppressive substance or content which supports or undermines actual damage;
- e. any references to under-matured sexual contacts or its ramifications (pregnancy and so on.)
- f. unlawful substance;
- g. drugs or any connected gear;
- h. adware, malware, infections, phishing offers;
- i. creatives shouldn't contain words like "your product is obsolete", "your gadget is tainted", "infections found" and so forth;
- j. No deceptive promotions, giving bogus data to the client;
- k. acquisition of weapons/military gear;
- l. bogus or misleading venture counsel, and others;

- m. use showcasing material (pictures, flags, pages, or texts) that are protected by outsiders, including involving superstar's other individual credits without consent for a manipulative reason.
- n. any political related promotion
- o. any sort of digital currency or crypto offers
- p. Gambling\casino\betting offers in the United States.
- q. In the event that Advertiser gives programming to a mission, it will be liberated from any government operative or noxious programming and consent to the agreements under the current Agreement. In affirmation of this reality, the Advertiser can give a properly executed SSL or Code sign endorsement.
- r. Promoter will guard, repay and hold DIGITALBIRD or its subsidiaries and delegates innocuous from any harms, liabilities, expenses, and costs (incl. lawyers' charges) coming about because of any case, judgment or continuing brought by an outsider.
- s. For a situation where ads are set in such areas, DIGITALBIRD claims all authority to keep instalment for the whole mission, keep account balance and some other compensation or potentially present a quick legitimate activity against Advertiser as well as set a monetary punishment, in view of the harms caused to DIGITALBIRD.
- t. To be qualified to turn into an Advertiser of programming or other application (API), Your product or application (API) should meet the accompanying measures:
 - u. not to produce or work with spontaneous mass business email;
 - v. not to abuse, or energize the infringement of, the legitimate freedoms of others;
 - w. not to be utilized in any unlawful, obtrusive, encroaching, abusive, or false reason;
 - x. not to convey infections, worms, Trojan ponies, defiled documents, tricks, or different things of a horrendous or misleading nature (for example malware);
 - y. it should not modify, impair, obstruct or bypass any part of the product of outsiders or commercial administrations especially.
- z. Publicists will put forth all sensible attempts to forestall unapproved utilization of its product or application and to end any unapproved use. Sponsor will instantly inform DIGITALBIRD of any unapproved utilization of, or admittance to, the product or use of which it becomes mindful.
- aa. Publicizing programming will be introduced exclusively with the assent of the client and will give the capacity of its evacuation without unique extra projects.
- bb. On the off chance that you're running video crusades you really want to consent to Advertising and Quality Guidelines.
- cc. The promoting content might contain marked drug names like "Viagra" or "Cialis" in the event that they fulfil the necessities:
- dd. A word or an expression 'Nonexclusive', 'Better than Viagra' or 'Very much like Viagra' expressed on a noticeable piece of the substance are completely required.
- ee. Presentation pages should contain "Counsel your PCP." expression.
- ff. In any case, this content is denied and will be dismissed.

- gg. Publicist further recognizes and acknowledges that DIGITALBIRD might stop a Campaign in the event that the Advertiser's site incorporates improper substance as portrayed in segments 8.a, 8.b above.
- hh. To guarantee consistence with this segment 8, Advertiser should advise DIGITALBIRD recorded as a hard copy of any progressions to the substance on Advertiser's site which could be considered improper substance.
- ii. ii. Continued publicizing effort infringement (Malicious URL, Phishing URL, Ransomware, Browser Locker, Auto-Download) can prompt a suspension* of Advertiser account.
- jj. *Because of Suspended account status you will not get traffic for your missions and you'll be restricted to make new promoting efforts.
- kk. On the off chance that you get Seven (7) or more mission dismissals in 10 days you'll get a 'suspended account' status that goes on for 24 hours. You'll be told in the event that your record was suspended.
- ll. On the off chance that you'll get Four (4) more admonitions in regards to the publicizing effort infringement after the first suspend your record will be suspended for 12 hours (two days).
- mm. In the event that you'll get Three (3) more admonitions with respect to the promoting effort infringement after the second suspend your record will be suspended for 48 hours (three days).
- nn. We expect you to give substantial profile data to involve our administrations as DIGITALBIRD conforms to lawful commitments (KYC). DIGITALBIRD has the privilege to deactivate your record because of the ceaseless profile data finish infringement.
- oo. Specifically, cases, DIGITALBIRD Team could demand extra profile data. DIGITALBIRD looks like the option to restrict specific Self-Serve stage usefulness for not giving extra profile information.

9. Non-Solicitation

- a. Sponsor thusly makes a deal to avoid reaching sites in the DIGITALBIRD Network to buy promoting space from them or take part in a training that would be considered serious to the endeavours of DIGITALBIRD in its endeavours to address the site's publicizing spaces. Infringement of this provision will be considered a material break of this Contract.

10. Classification

- a. Each Party (a "Getting Party") grasps that the other Party (a "Uncovering Party") may reveal data of a secret sort including, without restriction, item data, information, evaluating, monetary data, programming, details, innovative work and exclusive calculations or different materials that is unveiled in a way the Disclosing Party sensibly conveyed, or the Receiving Party ought to sensibly have perceived in light of the current situation that the divulgence ought to be treated as private, whether the particular assignment "classified" or any comparative assignment is utilized ("Confidential Information").
- b. The Receiving Party concurs, for itself as well as its representatives and workers, that it won't distribute, unveil or in any case uncover or use for its

own motivations any Confidential Information of the Disclosing Party outlived it by such Disclosing Party without the earlier composed endorsement of the Disclosing Party in each occurrence. Neither one of the gatherings will disclose any declaration in regards to the presence or content of the Agreement without the other's earlier composed endorsement.

- c. That's what the Parties concur in the event that the exposure is made to their expert consultants, evaluators or financiers this will be done expose to each Party obtaining each such beneficiary's consent to keep such data private in a similar way as though such beneficiary were Party to this understanding.
- d. The previous commitments under this segment will not stretch out to any data to the degree that the Receiving Party can exhibit that such data (i) was at the hour of revelation or, to the degree that such data from that point becomes through no shortcoming of the Receiving Party, a piece of the public space by distribution etc.; (ii) was at that point appropriately and legitimately in the Receiving Party's ownership at the time it was gotten by the Receiving Party liberated from any commitment of classification, (iii) was or alternately is legally gotten by the Receiving Party from an under no outsider commitment of secrecy to the Disclosing Party with deference thereto, or (iv) is freely evolved by the Receiving Party or self-employed entities didn't approach the Disclosing Party's Confidential Information or (v) express composed assent has been given preceding exposure.
- e. If the Receiving Party is expected to uncover Confidential Information as per legal or administrative or legislative request or prerequisite, or any duty position to which that Party is subject or submits, any place arranged, whether the necessity for data has the power of regulation the Receiving Party will immediately tell the Disclosing Party to permit such Party to challenge the request or prerequisite or look for private treatment for such data.
- f. Upon end or lapse of this Agreement, upon the solicitation of a Disclosing Party, the Receiving Party consents to get back to the next such other Party's all's Confidential Information, or to ensure to the Disclosing Party recorded as a hard copy that all such material has been obliterated, in any case, annihilation is just allowed subsequent to Disclosing Party's earlier endorsement.

11. Cancellation

- a. Either side might end the current Agreement or drop the promotions crusade with 48 hours' composed notification answering to the opposite side.
- b. DIGITALBIRD will be entitled, with prompt impact, to stop Advertiser's Campaign or to rashly end this Agreement recorded as a hard copy where: (a) Advertiser involves the Service or Program in a way that involves the execution of a wrongdoing; (b) Advertiser involves the Service or Program in a way that events misfortunes or the gamble of misfortune for DIGITALBIRD or any outsider; (c) it very well might be sensibly expected that Campaign disregards overseeing regulation; (d) despite updates, Advertiser neglects to pay concurred expenses or some other compensation to DIGITALBIRD inside an expressed time; (e) Advertiser in any case neglects to consent to this

- Agreement and such break of agreement is material; or (f) Advertiser is set into wiped out liquidation or is generally ruined.
- c. For this situation, DIGITALBIRD will reserve the option to obstruct your record right away and to keep the leftover supports in your record as a fine.
 - d. This Agreement will be hindered when the Advertiser's Account has not been being used for more than five (90 days).
 - e. You will get a notice illuminating you that your record is hindered due to "Latent record status". After deactivation, you will have 90 schedule days to re-establish your record. To do as such, you need to make a protest ticket by means of the Support System. On the off chance that your record isn't reactivated inside 90 schedule days it will be erased without a choice to re-establish it.
 - f. Assuming your record balance is 0 EUR/USD, the framework will consequently hinder your record, if in any case disagree with the gatherings. Assuming that your record balance is over 0 EUR/USD, the excess subsidizes will become non-refundable in crediting the 'Locked' account status. In the event of the shortfall of uses for account reactivation during the expressed period your record will be erased, the excess finances will be completely deducted from your record.
 - g. You recognize and concur that on the off chance that Your record has been erased under any circumstance it doesn't imply that client information would be deleted as well.

12. Licensed innovation

- a. Thusly we award you a non-restrictive, non-adaptable, revocable right to utilize DIGITALBIRD Service and access our Program exclusively as per the details of this Agreement.
- b. You may not change, adjust, control or make subordinate works of DIGITALBIRD or any of our designs, imaginative, duplicate or different materials possessed by, or authorized to DIGITALBIRD in any capacity. We might renounce your permit whenever by giving you composed notice. Besides as explicitly expressed thus, nothing in this Agreement is planned to give you any freedoms to any of DIGITALBIRD' brand names, administration marks, copyrights, licenses or proprietary advantages. You concur that we might utilize any ideas, remarks or suggestions you decide to give to DIGITALBIRD without remuneration. All freedoms not explicitly conceded in this Agreement are held by DIGITALBIRD.

13. Whole Agreement and Variation

- a. DIGITALBIRD claims all authority to singularly alter the agreements of this Agreement whenever. The Advertiser will be educated regarding such alterations by email or through the data being made accessible on the DIGITALBIRD site. The Advertiser will be considered to have gotten such notification inside two fourteen days of the notification being sent by email or made accessible on the DIGITALBIRD site. Where the Advertiser doesn't acknowledge the revision, the Advertiser will be entitled, inside twenty (20) schedule days from the date of dispatch of the email or, where suitable, twenty (20) schedule days from the alteration being distributed on the site, given that

the progressions make an unfavourable difference, that couldn't be considered as minor, on the Advertiser, to end the Agreement with prompt impact. Where the Agreement isn't ended by the Advertiser inside the previously mentioned time, the Advertiser will be considered to have acknowledged the new agreements.

- b. Sponsor recognizes and concurs that in going into this Agreement it has not depended and isn't depending on any portrayals, guarantees or different articulations at all, whether composed or oral other than those explicitly set out in this Agreement, Privacy Policy or different agreements distributed at www.digitalbird.org and that it won't have any right or cure emerging out of any portrayal, guarantee or different explanations not explicitly set out in this Agreement.

14. Task, Governing Law and Jurisdiction

- a. DIGITALBIRD might relegate this Agreement to an auxiliary or business replacement. You may not allocate this Agreement without the earlier composed assent of DIGITALBIRD, which will not be irrationally held back.
- b. This Agreement and any question or case (counting non-authoritative debates or cases) emerging out of or regarding it or its topic or arrangement will be represented by and understood as per the law of the VNM.
- c. Each party permanently concurs, for the sole advantage of DIGITALBIRD that, subject as given beneath, the courts of VNM will have restrictive purview over any debate or case (counting non-legally binding questions or cases) emerging out of or regarding this arrangement or its topic or development. Nothing in this provision will restrict the right of DIGITALBIRD to take procedures against Advertiser in some other court of equipped ward, nor will the taking of procedures in any at least one locale blocks the taking of procedures in whatever other purview, regardless of whether simultaneously, to the degree allowed by the law of such other ward.

15. Restriction of Liability; Disclaimer of Warranty.

IN NO EVENT SHALL DIGITALBIRD BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE, OPERATION OF A PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR MEDIA, INCLUDING BUT NOT LIMITED TO BROKEN IMAGES, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF DIGITALBIRD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT, AND SERVICES AT THE PROGRAM OR IN-SERVICE ARE PROVIDED ON AN "With no guarantees" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN-PROGRAM AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGITALBIRD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF PROGRAM, THE INFORMATION, SERVICES, AND CONTENT INCLUDED AT THE PROGRAM OR IN SERVICE AND PROVIDED BY DIGITALBIRD, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIGITALBIRD DOES

NOT REPRESENT OR WARRANT THAT THE INFORMATION ON ITS WEBSITE OR PROVIDED BY DIGITALBIRD IS ACCURATE, COMPLETE OR CURRENT.

16. Refund Policy

- a. Refund could be applied exclusively upon composed demand containing purposes behind your discount to support@Digitalbird.org or by means of tickets <https://Digitalbird.org/in> in the event that in the event that Ad crusade can't be sent off because of reasons included, however not restricted to rebelliousness of the promoting materials with the prerequisites of current regulation, unsuitable quality or potentially happy of the imaginative, different reasons considered relevant by DIGITALBIRD' official.
- b. A discount will be made in how much unused assets. The sum should be determined in view of DIGITALBIRD's detailing framework.
- c. A discount will be applied exclusively to the real instalments made by the Advertiser to DIGITALBIRD. All assets credited to the record of the Advertiser inside the edge of cooperation in extra projects or comparative activities of DIGITALBIRD are non-refundable regardless and dependent upon the agreements of such projects.
- d. A discount solicitation will be thought of as genuine ONLY on the off chance that it has been sent from the email utilized for Advertiser's Account enrolment.
- e. A sponsor has nine (9) months from the last instalment date to request a discount of the equilibrium staying on the Advertiser Account on the off chance that You have stayed in consistence with this Agreement. After Advertiser puts aside a second instalment at Advertiser Account (itself or by means of chief), a discount may be given for a surplus of more than \$200 US Dollars and a handling charge of 5% will be deducted from such discount
- f. The discount might be attributed back to the very instalment technique and the very account that was utilized to make the instalment.
- g. The discount solicitation will be handled inside 7 work days from the date the solicitation was gotten.
- h. The discount isn't adequate on the off chance that the Advertiser breaks agreements of the current Agreement or different terms concurred by the gatherings.

17. Force Majeure

- a. The power majeure occasions are perceived as occasions that happen after the Effective Date, no matter what the desire of the Parties, and which couldn't be predicted and forestalled by any sensible activities of the Parties. The impact of these occasions might defer the exhibition of all or a few pieces of the current Agreement or different agreements concurred by the Parties.
- b. The conditions of power majeure incorporate such occasions as war, activation, pandemic, fire, cataclysmic events, auto collisions and changes in regulation assuming that such occasions meet the rules of passage 17.a of this Agreement. The rundown above isn't comprehensive.
- c. In the event that an arrangement of Services been deferred because of the power majeure, the Party impacted forcibly majeure will tell the other Party

recorded as a hard copy about the day of the power majeure beginning inside 5 schedule days. With the end of power majeure and the rebuilding of ordinary circumstances, the Party which was impacted forcibly majeure will advise the other Party recorded as a hard copy inside 5 schedule days.

- d. On the off chance that a Party neglects to conform to the necessities determined in passage 17.c., i.e., it won't tell the other Party of the beginning and end of the power majeure, it loses the option to depend on such power significant activity.

18. Random

- a. The current Agreement is the chief archive in the lawful relationship of the Parties and will be considered a whole arrangement between the Parties. Anyway, in the event of inconsistencies in utilizing Service or Program, the current Agreement will win.
- b. The connection between the Parties. The connection between the Parties will be that of self-employed entities and nothing in this Agreement is expected to nor will lay out any relationship of organization, joint endeavour, work, establishment, office or different types of legitimate relationship between the Parties. Neither one of the gatherings will have, nor address to any outsider that it has any power or position to tie the other Party or cause any commitments for the other Party's benefit.
- c. Waiver condition. The disappointment of a party hereto whenever or times to require execution of any arrangement concerning this will in no way influence its right sometime in the not-too-distant future to uphold something similar. No waiver by a party of any condition or of any break of any term, pledge or portrayal contained in this Agreement will be viable except if recorded as a hard copy, and no waiver in any at least one examples will be considered to be a further or proceeding with waiver of any such condition or break in different occurrences or a waiver of some other condition or break of any term, contract or portrayal.
- d. Endurance of Representations and Warranties. The portrayals and guarantees of Advertiser set out in this Agreement in this regard will make due to close for a time of two (2) year from the end date (the "Endurance Period").
- e. No case for a break of any portrayal or guarantee by DIGITALBIRD Ads will be significant or payable on the off chance that the break being referred to results from or depends on a condition, condition of realities or other matter which was unveiled to Advertiser as well as really known by Advertiser preceding end.
- f. All cases connected with the utilization of the Service or Program will be presented by the Advertiser in somewhere around 15 days from the finish of the Reporting Period as it were. On account of missing the predetermined term, DIGITALBIRD holds the right not to handle the grievance, and every one of the administrations will be considered delivered appropriately and dependent upon instalment.
- g. Headings. Headings to segments and subsections in this Agreement are for the comfort of the Parties just and are not planned to be a piece of or influence the importance or translation in this regard.

Terms for Publishers

1. Principal definitions
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DIGITALBIRD (VNM), (the, "DIGITALBIRD", "DIGITALBIRD", "We", and so on) DIGITALBIRD gives Publisher a specialized chance ("Service") to perform adaptation administrations.

1. **Principal definitions**

- a. "Promotion or Advertisement" - any sort of web-based notice, including, without restriction, pennants, joins, pop-ups, pop-under and video commercials or comparative in text or some other media design.
- b. "Publisher(s)" - people or organizations who show Advertisers' promotions on their websites involving Company Service as a go between.
- c. "Distributer's Account"/"Record" signifies the Publisher's record at DIGITALBIRD distributer's dashboard (www.digitalbird.org) utilized for setting, overseeing and sending off promoting efforts.
- d. "Content" signifies all promotion content, related innovation and labels given by sponsors that are dependent upon the Services under this Agreement.
- e. "Compelling Date" - implies the Publisher expressions of this Agreement acknowledgment date or without even a trace of Publisher's signature, the date when the Publisher made a Publisher's Account with DIGITALBIRD.
- f. "Promotion organization" - an innovative stage that permits Advertisers to make Ad missions and show Ads on Publishers' Websites.
- g. "Property of the Network" - any site, content, application structures. Any licensed innovation or some other media possessed, worked, or given by an organization inside the DIGITALBIRD Network upon DIGITALBIRD promoting exercises.

2. The Service

- a. To turn into a Publisher, you should first precisely present an application for DIGITALBIRD account at our site and be in consistence with the current Agreement (in the event of utilizing Self-administration) or register as a Publisher by reaching DIGITALBIRD straightforwardly (on the off chance that you wish to utilize devoted crusade Management administration) for acknowledgment, and not utilize any nom de plumes or different means to cover your actual personality or contact data. After we survey your application, we will inform you of your acknowledgment or dismissal as DIGITALBIRD' Publisher. We might acknowledge or dismiss your record enlistment whenever at our only prudence under any condition. DIGITALBIRD claims all authority to add, alter, eliminate or recover any record subtleties (counting your entries) regardless of your assent whenever considered suitable at DIGITALBIRD sole carefulness.
- b. By documenting your record application or enlisting as a Publisher you affirm your comprehension and open acknowledgment of the current Agreement and different agreements of DIGITALBIRD, including, yet not restricted to the Privacy Policy, distributed at our site concerning the Services, and affirm you are a properly approved signatory, has full legitimate limit and all the important position to tie the individual, organization or other substance, and thusly presenting a lawfully restricting electronic mark and going into a lawfully authoritative agreement.
- c. To be qualified to turn into a DIGITALBIRD' Publisher, all sites should meet the accompanying measures:
 - d. Be content-based, not just a rundown of connections or promotions, nor might the site at any point be revolved around bringing in cash off of our sponsors;
 - e. Be completely utilitarian at all levels; no "under development" destinations or segments; and
 - f. Will conform to the relevant regulation.
 - g. The substance of the Publisher's website(s) or its subsidiary website(s) ca exclude any material that encroaches the privileges of any outsider or is disregarding any regulation, as limited by the not entirely settled by us in our only attentiveness, including however not restricted to the accompanying:
 - h. Licensed innovation freedoms;
 - i. Racial, ethnic, political, disdain mongering or generally questionable substance;
 - j. Venture, lucrative open doors or guidance not allowed under the law;
 - k. Unnecessary brutality or obscenity;
 - l. Material that slanders, manhandles, or compromises actual mischief to other people;
 - m. Advancement of unlawful substances or exercises (for example unlawful web-based betting, "how to construct a bomb", forging cash, and so on.);
 - n. Programming Pirating (e.g., Warez, P2P, Bit deluge, Hotline, and so forth.);
 - o. Hacking or Phreaking;
 - p. Any criminal behaviour at all;
 - q. Any mocking, diverting sites with an end goal to acquire traffic; or
 - r. Some other improper still up in the air by us in our only watchfulness.

- s. DIGITALBIRD has the accompanying Non-Acceptable Business rules for Publishers:
- t. Where there are known or seen connections to psychological oppressor associations, military, arms and additionally ammo production or deals;
- u. Where there is information or doubt of tax evasion or fear-based oppressor supporting;
- v. Where it is known or there is sensible reason for doubt that a criminal offense has occurred;
- w. Where the client or any of the clients' related gatherings are likely to any approvals means;
- x. Where the client is embraced an action or exchange inside, from or into a nation where that action is liable to ban or potentially exchange control limitations;
- y. Makers/distributers of bigot/pressure bunch material or outrageous political misleading publicity;
- z. Managed substances that don't have the proper permitting;
- aa. Outrageous political and additionally altruistic associations.
- bb. There are the accompanying techniques for utilizing the Service accessible - Self-Service or Management administration.
- cc. Self-Service accepts that admittance to the Service will be given through Publishers' own record. DIGITALBIRD support group might give help upon your solicitation, in any case, every one of the activities or changes made through your record will be considered made exclusively by you.
- dd. The executive's administration accepts that the help of utilizing the Services and Program will be given by DIGITALBIRD officials.
- ee. You may not move your record to anybody without the unequivocal composed authorization of DIGITALBIRD and you may not utilize any other person's record or secret phrase whenever without the express authorization and assent of the holder of that record. DIGITALBIRD can't and won't be responsible for any misfortune or harm emerging from your inability to agree with these commitments.

3. Arrangement of Ads

- a. Distributer will NOT put any promotions of DIGITALBIRD's organization sponsors pulled in through the Service on elective distributers or sites without composed assent and endorsement of DIGITALBIRD. A distributer won't put a promotion in all-out attack mode, or potentially warez, as well as unlawful MP3 locales/registries, as well as P2P/Bit-Torrent destinations, or potentially Spyware or pernicious code of any kind as well as on the other hand sketchy regions. For the situation by which notices are put in such locales/catalogues, DIGITALBIRD claims all authority to keep instalment for the whole mission or potentially present a quick lawful activity against the Publisher as well as set a financial fine in a sum in light of the harms caused to DIGITALBIRD.
- b. DIGITALBIRD doesn't check or control the exercises or items at your site, yet every one of the administrations might be dismissed and we maintain all authority to erase your record, keep and freeze all charges and compensations in the event that you take part in deceitful or criminal behaviour.

4. Online Reports

- a. The utilization of the Service will be done consistently. With the end goal of the current Agreement, a schedule month will be considered as a revealing period ("Reporting Period").
- b. During the month Publisher might follow online reports inside the DIGITALBIRD detailing framework in Publishers' own record, which are just assessed numbers subject to being changed in somewhere around 30 days after the finish of the Reporting Period. In all cases, we will utilize monetarily sensible techniques and practices to direct and quantify traffic. Missions might be changed out of the blue by the DIGITALBIRD group to conform to the promoter's promotion serving details. Toward the finish of the Reporting Period the reports are frozen and in the span of 30 days will incorporate the conclusive quantities of profit. For the evasion of uncertainty, the DIGITALBIRD detailing framework (details) will win anyway.

5. Distributer Earnings

- a. The expense of utilizing Service relies upon the sum and extent of publicizing efforts completed on Publishers sites during the announcing time frame in light of promotions positions produced by DIGITALBIRD detailing framework (details), accessible in your own record. All detailed measurements for the motivations behind charging and general conveyance announcing depend on the DIGITALBIRD revealing framework as it were.
- b. A distributer ought to give an appropriately validated report inside five (5) schedule days from receipt of a DIGITALBIRD server reports in situations when Publisher thinks about that there is a disparity in a gave DIGITALBIRD report. Any other way, DIGITALBIRD will not be obligated for such error and will work out profit based on its detailing framework. On the off chance that that the gatherings can't arrive at an understanding in regards to the measurable error, then, at that point, the DIGITALBIRD measurements report will win.
- c. DIGITALBIRD is qualified for make changes in Publisher's record in one of the accompanying cases:
 - i. To pay advancements and rewards
 - ii. Because of specialized reasons
 - iii. Because of Publisher's false action
 - iv. Based on extra concurrences with You
 - v. Because of Advertiser's objections or discounts

6. Payments

- a. DIGITALBIRD will pay Publisher's income at Net 10, Net 45 premise, by understanding of the gatherings. Least instalment sums and charges are expressed in the Publishers' Pay-out expressions, assuming the equilibrium for the chose instalment technique is not exactly the base expressed, DIGITALBIRD will add the aggregate to the following instalment until the record equilibrium will arrive at the predefined least. The predefined least sums can be changed with the understanding of all gatherings hereto, notwithstanding, such instalments might be likely to banking and organization charges.

- b. DIGITALBIRD goes about as an outsider for publicists, hence Publisher comprehends and concurs that instalment for Publisher's income is subject to instalments from promoters to DIGITALBIRD that it has gotten with practically no limitations. You thusly discharge DIGITALBIRD from any case for Publisher's income in the event that DIGITALBIRD didn't get assets from the sponsor. Distributer will hold DIGITALBIRD innocuous and repay it from any cases or responsibility connected with such neglected income.
- c. DIGITALBIRD gives the capacity to perform instalments by utilizing instalment specialist organizations. Distributer will reserve the option to choose any instalment specialist co-op accessible. You concur that DIGITALBIRD isn't answerable for any activities made by the instalment specialist co-op including however not restricted to any extra exchange expenses, banking commissions or cash charges applied to your exchange. All instalments will incorporate the previously mentioned charges and commission, if material.
- d. A distributer is liable for all pertinent charges related with offered Types of assistance, other than charges in light of DIGITALBIRD pay. Distributer will repay DIGITALBIRD against all misfortunes endured or brought about by the DIGITALBIRD emerging out of or regarding any instalment made to the Publisher.
- e. Distributer capable to supply substantial instalment subtleties in the individual record of our Service, assuming that the subtleties are off-base or on the other hand in the event that the Publisher changes its instalment subtleties, it is the Publisher's liability to advise via mail 14 days before the instalment due date. A distributer will bear instalment expenses whenever required. Regardless, all instalments will be made at the instalment subtleties determined in your own record in our Service.
- f. All instalments are handled consequently. We may, in our only caution, decline to handle an instalment (and may put an instalment hang) on any piece of your record under any circumstance, block your record and end this Agreement, including in the event that we think that you have penetrated any provision of this Agreement. We likewise claim all authority to set-off any sum you owe us, including for breaks of this Agreement. We take care of paying any expenses on instalments made to you, and you recognize and concur that it is your finished and sole liability to pay for all duties as an outcome of your cooperation in the Program.
- g. Thus, you address and warrant to furnish DIGITALBIRD with all the documentation or its reciprocals, required for recognizable proof of the gatherings, ascertainment of the legitimate truth and satisfaction of its commitments under this Agreement, inside 15 work days from the date of the solicitation. In specific cases, we might keep all instalments until we will get important documentation from you.
- h. You all alone will guarantee the capacity to get instalments from DIGITALBIRD to a predetermined financial balance or at pertinent instalment supplier. On the off chance that the receipt of compensation or other instalment is deferred or fizzled in view of your rebelliousness with this statement 9 (counting in the event that the disappointment or postponement is brought about by an

outsider instalment specialist co-op you are utilizing), DIGITALBIRD will not be liable for infringement of terms of instalment.

- i. Assuming you accept that any shortcoming in an exchange has occurred, you consent to tell us right away, and We will put forth all potential attempts to wipe out postponements or mistakes in instalment handling. Except if your case been submitted in the span of 45 days after the charge, you will have deferred, to the furthest reaches allowed by regulation, all cases against DIGITALBIRD connected with the exchange. Assuming that you experience a specialized disappointment or interference of administrations that makes your financing exchange fizzle, you might demand that your exchange be finished sometime in the future.
- j. By going into this Agreement, you consent to accept Publisher's income as from DIGITALBIRD, or from its offshoots, auxiliaries, specialists, subcontractors or wholesalers.

7. Portrayals, Warranties, and Covenants

- a. You address, warrant and pledge that: your site is in consistence with every single pertinent regulation and agreements of the current Agreement, and doesn't contain or advance, nor connections to another site that contains, hostile, slanderous, harmful, brutal, biased, vulgar, encroaching, unlawful substance, including copyright proprietorship encroachment and unlawful utilization of protected innovation;
- b. You make a deal to avoid advancing through site or connection to sites containing any, racial, ethnic, political, programming pilfering (for example Warez) or hacking, disdain mongering, or generally questionable substance;
- c. You make a deal to avoid participating in any criminal behaviour, as per relevant regulation, at all, isn't permitted;
- d. You address and warrant that you own or have legitimate privileges to utilize and convey all happy, protected material, reserved materials, items, and administrations showed on your site; you make a deal to avoid utilizing trickery while promoting sponsor's offers or introducing these proposals to customers; you have the right, power, and position to go into this Agreement and award the freedoms indicated thus;
- e. You won't endeavour in any capacity to change, alter, wipe out, cover, or in any case render inoperable or inadequate the site labels, source codes, joins, pixels, modules or different information gave by or acquired from DIGITALBIRD that permits DIGITALBIRD to quantify promotion execution and offer its support ("Site Data");
- f. Whenever taught to do as such by DIGITALBIRD and additionally in the event that this Agreement ends, you will quickly eliminate and stop the utilization of any Site Data;
- g. You recognize that DIGITALBIRD doesn't address, warrant, or make a particular or inferred guarantees with regards to the effective utilization of Service;
- h. You consent to show the innovative precisely as it shows up on the Program and won't change any imaginative that has been submitted to the Site;
- i. You consent to show the inventive precisely as it shows up on the Service and won't adjust any imaginative that has been set through the Service;

- j. Assuming you are advised that fake exercises might be happening on your site, and you make no moves to stop the deceitful exercises, then, at that point, you are liable for all related expenses and lawful charges bringing about these false exercises;
- k. You address, warrant and pledge that you won't make any move that forces, or may force, in our only tact, an absurd or lopsidedly enormous burden on our innovation framework or in any case set extreme expectations for it;
- l. You may not cripple, avoid or in any case disrupt security-related elements of our Service or highlights that forestall or confine use or replicating of any piece of our Service, or which authorize limits on the utilization of our Service;
- m. Thus, you unavoidably approve DIGITALBIRD to move a solicitation got by DIGITALBIRD to give data to the instalment straightforwardly to your monetary establishment accessible;
- n. You address, warrant and contract that your site contains no sexual or sensual material that portrays people younger than eighteen (18) or in a way that proposes that they are younger than eighteen (18);
- o. Assuming that any mistakes or bothersome outcomes happen because of no issue of DIGITALBIRD, DIGITALBIRD will not be answerable for misfortunes and you may not be redressed;
- p. Distributer attempts to guarantee that its servers support the traffic coordinated to promotion crusade through our Service. DIGITALBIRD assumes a sense of ownership with every one of the outcomes in the occasion your servers can't uphold the traffic coordinated to your site. You will test your site to guarantee its right appearance in changed internet browsers, gadgets or frameworks and improve it if fundamental.
- q. You recognize that each instance of infringement of the details of this Agreement will prompt material and business standing misfortunes of DIGITALBIRD in how much essentially US \$ 1,000. Thusly, we maintain whatever authority is needed to recuperate harms brought about just barely, or how much really caused misfortunes, in case of your break of agreement. Such misfortunes might be deducted from the equilibrium of your own record in the Service.

8. Fake Activity

- a. YOU MAY NOT CHEAT, DEFRAUD OR MISLEAD US, OR ATTEMPT TO CHEAT, DEFRAUD OR MISLEAD US, IN ANY MANNER.
- b. You are explicitly denied from utilizing any means, gadgets or game plans to commit extortion, disregard any relevant regulation, impede different subsidiaries or misrepresent data regarding the Services or producing of compensation or surpass your allowed admittance to DIGITALBIRD Service. These precluded exercises incorporate yet are not restricted to: outlining a promotion standard's navigate objective, undetectable frame, auto-producing of programs, running "bugs"/"bots", and programmed diverting of clients or some other strategy of creating programmed or fake navigate and additionally impressions. Promotions may not be put on a consequently reloaded page. Regardless, DIGITALBIRD will make all judgments about false action in its only carefulness.

- c. In the event that Publisher is thought in any fake action DIGITALBIRD will reserve the privilege to boycott Your Publisher Account, to keep account balance and to make all essential legitimate moves to re-establish the harm brought about by this infringement. All publicizing efforts did on Publishers sites with deceitful exercises are not expose to instalment.
- d. We expect you to give substantial profile data to involve our administrations as DIGITALBIRD conforms to legitimate commitments (KYC). DIGITALBIRD has the option to deactivate your record because of the constant profile data finishing infringement.

9. Limit of Liability; Disclaimer of Warranty

IN NO EVENT SHALL DIGITALBIRD BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICE, OPERATION OF A PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR WEBSITE, INCLUDING BUT NOT LIMITED TO BROKEN IMAGES, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF DIGITALBIRD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGITALBIRD IS ONLY THE TOOL FOR ADS CAMPAIGNS CONNECTING ADVERTISERS AND PUBLISHERS THROUGH ITS SERVICE. THE INFORMATION, CONTENT AND OTHER DIGITALBIRD SERVICES ARE PROVIDED ON AN "With no guarantees" BASIS WITH NO WARRANTY. YOU USE THE SERVICE AND RUN PROGRAMS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGITALBIRD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SERVICE, THE INFORMATION, AND CONTENT INCLUDED ON THE SERVICE AND PROVIDED BY DIGITALBIRD, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIGITALBIRD DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THIS SERVICE OR WEBSITE OR PROVIDED BY DIGITALBIRD IS ACCURATE, COMPLETE OR CURRENT.

10. Repayment

- a. You will repay, guard and hold DIGITALBIRD innocuous from and against all possible cases, charges, liabilities, expenses, and costs (counting sensible lawyers' expenses) which might be brought about by or to outsiders emerging out of your: (a) ill-advised utilization of the Service; (b) inappropriate activity of a Program; or (c) break or infringement of any provision of this Agreement or other shared understanding of its gatherings.

11. Task, Governing Law and Jurisdiction

- a. DIGITALBIRD might dole out this Agreement to an auxiliary or business replacement. You may not allocate this Agreement without the earlier composed assent of DIGITALBIRD, which will not be absurdly held back.
- b. This Agreement and any debate or case (counting non-authoritative questions or cases) emerging out of or regarding it or its topic or development will be administered by and understood as per the law of the VNM.

- c. Each party unalterably concurs, for the sole advantage of DIGITALBIRD that, subject as given underneath, the courts of VNM will have restrictive locale over any question or case (counting non-legally binding debates or cases) emerging out of or regarding this Agreement or its topic or arrangement. Nothing in this statement will restrict the right of DIGITALBIRD to take procedures against Publisher in some other court of able locale, nor will the taking of procedures in any at least one wards block the taking of procedures in whatever other purview, regardless of whether simultaneously, to the degree allowed by the law of such other locale.

12. Severability

- a. On the off chance that any arrangement of this Agreement is held to be invalid, unlawful or unenforceable under any condition, such shortcoming, wrongdoing or unenforceability will not influence some other arrangements of this Agreement, and this Agreement will be interpreted as though such invalid, unlawful or unenforceable arrangement had not been held back thus.

13. Protected innovation Rights

- a. Thusly we award you a non-selective, non-adaptable, revocable right to utilize DIGITALBIRD Service and to get to our site through our Service just as per the agreements of this Agreement.
- b. You may not change, adjust, control or make subsidiary works of DIGITALBIRD or any of our illustrations, imaginative, duplicate or different materials claimed by, or authorized to DIGITALBIRD in any capacity. We might deny your permit whenever by giving you composed notice. Besides as explicitly expressed thus, nothing in this Agreement is planned to give you any freedoms to any of DIGITALBIRD' brand names, administration marks, copyrights, licenses or proprietary advantages. You concur that we might utilize any ideas, remarks or suggestions you decide to give to DIGITALBIRD without remuneration. All privileges not explicitly conceded in this Agreement are saved by DIGITALBIRD.
- c. Your utilization of the Service will be administered by and dependent upon the regulations and guidelines with respect to copyright proprietorship and terms of purpose of the licensed innovation. You address, warrant and agreement that you don't transfer, download, show, perform, communicate, or in any case disperse any item disregarding any outsider's copyrights, brand names, or other protected innovation privileges. You address, warrant and pledge that you comply with the regulations in regards to copyright proprietorship and utilization of the protected innovation and you will be exclusively liable for any infringement of any significant regulations and for any encroachments of outsider privileges brought about by you.
- d. Every one of the PARTIES HEREBY AGREE THAT DIGITALBIRD DOES NOT HAVE ANY AUTHORITY OR ABILITY TO CONTROL CONTENT AT PUBLISHER'S WEBSITE(S) AND FOR THIS REASON, WE CANNOT BEAR ANY RESPONSIBILITY REGARDING BREACHING OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS.

14. Termination

- a. This Agreement will start upon your acknowledgment and stay basically until ended. This Agreement might be ended by one or the other Party upon three (3) work days' notice. This Agreement will end promptly upon the disintegration or bankruptcy of one or the other Party or the break of this Agreement by you. DIGITALBIRD holds the right, in its sole and outright tact, to end a mission and eliminate any promotions whenever under any condition.
- b. This Agreement will be ceased in the event that the Publisher's Account has not been being used (no traffic sent) for more than six (6) months. You will get a warning illuminating you that your record status is currently latent for three (3) months. Notwithstanding, you will actually want to re-establish your record action whenever. To do as such, you ought to sign in to the framework and re-establish our arrangement by tolerating genuine Terms and Conditions, begin sending traffic by putting DIGITALBIRD advertisements on the Website. On the off chance that your record action isn't re-established in something like 120 days, this Agreement will be stopped, the excess subsidizes will be completely deducted from your record.

15. Force Majeure

Neither one of the gatherings will be responsible to the next by reason of disappointment or defer in the presentation of its commitments hereunder by virtue of Acts of God, fires, storms, war, legislative activity, work conditions, tremors, cataclysmic events, break in network access or whatever other reason which is past the sensible control of such Party. The party alluding to such power majeure conditions will tell the other party inside 5 working days from the date of its event with the applicable proof.

16. Secrecy

- a. Each Party (a "Getting Party") figures out that the other Party (a "Unveiling Party") may reveal data of a private sort including, without limit, item data, information, valuing, monetary data, programming, particulars, innovative work and restrictive calculations, details and reports, individual information or different materials that is uncovered in a way the Disclosing Party sensibly imparted, or the Receiving Party ought to sensibly have perceived in light of the current situation that the divulgence ought to be treated as classified, whether the particular assignment "secret" or any comparative assignment is utilized ("Confidential Information").
- b. The Receiving Party concurs, for itself as well as its representatives and workers, that it won't distribute, reveal or in any case uncover or use for its own motivations any Confidential Information of the Disclosing Party outfitted to it by such Disclosing Party without the earlier composed endorsement of the Disclosing Party in each example. Neither one of the gatherings will unveil any declaration in regards to the presence or content of the Agreement without the other's earlier composed endorsement.
- c. That's what the Parties concur in the event that the exposure is made to their expert counsels, examiners or financiers this will be done expose to each Party

getting each such beneficiary's consent to keep such data secret similarly as though such beneficiary were Party to this understanding.

- d. The previous commitments under this segment will not reach out to any data to the degree that the Receiving Party can show that such data (i) was at the hour of divulgence or, to the degree that such data from there on becomes through no shortcoming of the Receiving Party, a piece of the public space by distribution etc.; (ii) was at that point appropriately and legally in the Receiving Party's ownership at the time it was gotten by the Receiving Party liberated from any commitment of classification, (iii) was or alternately is legitimately gotten by the Receiving Party from an under no outsider commitment of secrecy to the Disclosing Party with deference thereto, or (iv) is freely evolved by the Receiving Party or self-employed entities didn't approach the Disclosing Party's Confidential Information or (v) express composed assent has been given preceding revelation.
- e. If the Receiving Party is expected to uncover Confidential Information as per legal or administrative or legislative request or prerequisite, or any expense power to which that Party is subject or submits, any place arranged, whether the necessity for data has the power of regulation the Receiving Party will quickly advise the Disclosing Party to permit such Party to challenge the request or necessity or look for secret treatment for such data.
- f. Upon end or lapse of this Agreement, upon the solicitation of a Disclosing Party, the Receiving Party consents to get back to the next such other Party's all's Confidential Information, or to ensure to the Disclosing Party recorded as a hard copy that all such material has been obliterated, notwithstanding, annihilation is just allowed subsequent to Disclosing Party's earlier endorsement.

17. Self-Billing

- a. Thus, the Publisher explicitly arranges DIGITALBIRD to produce and issue the Publisher's solicitations for the benefit of the Publisher. Before making any instalment to a Publisher, DIGITALBIRD will produce naturally through the Program the receipt for the benefit of such Publisher. Moreover, the Publisher explicitly concurs that the Program will create the said solicitations in view of the details given by the DIGITALBIRD announcing framework and concur that such measurements are exact, completely and lawfully agreeable for the reasons for invoicing and tax collection.
- b. The Publisher is qualified for object the Invoiced instalment sum inside 7 work days from the finish of the 'Revealing Period'. For the situation that Invoice wasn't protested during the expressed period, the instalment sum will be approved as 'affirmed'.
- c. Any Publisher dwelling in the European Union who has given a VAT number explicitly warrants that such VAT number is, in its own country, substantial for the issuance of VAT-excluded solicitations to DIGITALBIRD. The Publisher explicitly acknowledges to be exclusively at risk for any mistake, immediate or roundabout misfortune or harm emerging from the error or resistance of such information or the break of any of the previously mentioned guarantees and, likewise, the Publisher will hold DIGITALBIRD innocuous from any of the

immediate or circuitous misfortune or harms. Distributer thus affirms that another VAT receipt will not be given.

- d. Parties thus consent to advise one another in the event that they:
- e. change their VAT enrolment number;
- f. fail to be VAT enlisted;
- g. sell their business or part of their business;
- h. to tell each other about any progressions in their instalment subtleties
- i. Notice given as per the states of proviso 17.c is likewise to be considered as your affirmation to give self-charging solicitations in changed conditions.
- j. In the event that there is any case, authoritative procedure from any power, debate or struggle, in any capacity because of the error or rebelliousness of such information given by the Publisher, DIGITALBIRD is explicitly approved to hold any instalments because of the Publisher until such episode has been settled.

18. Random

- a. This Agreement contains the sole and whole arrangement and understanding between the Parties connecting with the topic thus, and consolidations generally earlier conversations, whether through officials, chiefs, salespersons, representatives or specialists.
- b. The current Agreement is the chief record in the lawful relationship of the Parties and will be considered a whole understanding of the Parties. Regardless, in the event of logical inconsistencies in utilizing Service or Program, the current Agreement will win.
- c. Each Party is a self-employed entity and not an accomplice, joint endeavour or worker of the other. All notification will be shipped off the addresses presented by you while pursuing the Service by confirmed mail, fax, email or messenger.
- d. DIGITALBIRD claims all authority to change any agreements of this Agreement whenever. You might allude to contract amendments on our site - www.digitalbird.org. The agreements of the current Publisher Agreement (as distributed on www.digitalbird.org (the "Terms")) tie the gatherings from the date marked or date the help is given and will apply to each and any administrations given by DIGITALBIRD. This Agreement will outweigh some other agreements gave or expressed or referred to applications connecting with the administrations given by DIGITALBIRD.
- e. Portrayals and guarantees of Publisher set out in this Agreement concerning this will endure shutting for a time of two (2) year from the end date.
- f. No case for a break of any portrayal or guarantee by DIGITALBIRD will be significant or payable on the off chance that the break being referred to results from or depends on a condition, condition of realities or other matter which was uncovered to Publisher as well as really known by Publisher preceding end.
- g. Distributer recognizes and concurs that going into this Agreement it has not depended and isn't depending on any portrayals, guarantees or different proclamations at all, whether composed or oral other than those explicitly set out in this Agreement, Privacy Policy or different agreements distributed at www.digitalbird.org and that it won't have any right or cure emerging out of

any portrayal, guarantee or different explanations not explicitly set out in this Agreement.

- h. All cases connected with the utilization of the Service or Program will be put together by the Publisher in something like 15 days from the finish of the Reporting Period as it were. On account of missing the predefined term, DIGITALBIRD saves the right not to handle the grievance, and every one of the administrations will be considered delivered appropriately.
- i. Headings to segments and subsections in this Agreement are for the comfort of the gatherings just and are not planned to be a piece of or influence the significance or translation concerning this.
- j. You settle on utilizing any specialized strategy (email message/telephone) with the contact subtleties gave in your own record.



THANK YOU



www.digitalbird.org
contact@digitalbird.org