

## **Display Guidelines**

By continuing to access and/or use the Rise's Display Platform whether as a publisher or an advertiser you agree to be bound by and comply with all applicable laws, rules and regulations as well as the following Display Guidelines (the "**Guidelines**").

These guidelines may be updated from time to time in our sole discretion. You are required to review these Guidelines on a regular basis to ensure that all Ad Units created, used, provided or distributed by you or any third party on your behalf, landing pages and advertising campaigns comply with these Guidelines in full. Failure to abide by these Guidelines may lead to the suspension of any or all of your advertising campaigns, or termination of your agreement with us. The examples provided in these guidelines are illustrative only, and do not provide a comprehensive list of prohibited content for Ad Units.

### **General.**

In the event that you are an advertiser as detailed in the IO you must ensure that the advertisements are in compliance with all applicable laws, rules, regulations and the Guidelines. In the event that you are an ad agency you agree to contractually oblige your advertisers that the ads will comply with all applicable laws, rules, regulations and the Guidelines.

In the event that you are a publisher as detailed in the IO you must ensure that the advertisements placements are in compliance with all applicable laws, rules, regulations and the Guidelines. In the event that you are an aggregator of publisher you agree to contractually oblige your publisher that the ad placements will comply with all applicable laws, rules, regulations and the Guidelines.

You acknowledge and agree that we reserve the right, at our sole discretion, to remove or exclude any advertiser, publisher, advertisement, Ad Units or the Assets, as applicable, for any reason, at any time, without notice to you.

### **1. Attribution.**

- 1.1. Advertisements must clearly state and represent the company, product, or brand that is being advertised.
- 1.2. You must be the owner or the legal licensee of the advertisement, ad placement, Ad Units or the Assets, as applicable, including: (a) the names and/or pictures of persons included in the Advertiser Ad Units or the Assets, as applicable; (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; and (c) any testimonials or endorsements contained in any Advertiser Ad Units or the Assets, as applicable.
- 1.3. The Advertiser Ad Units or the Assets, as applicable, may not include false endorsement.

### **2. Content.** The advertisements or advertisement placements, as applicable, shall not include, engage in, promote or constitute any product or service that is or is connected to:

- 2.1. incentivized traffic or users;
- 2.2. the sale or consumption of illegal, recreational drugs or prescription drugs, alcohol or tobacco products, fake or counterfeit goods including without limitation products described as the following, or similar, when referring to a brand name in an attempt to pass themselves off as genuine products of the brand owner: knock off, replica, limitation, clone, fake or other nongenuine products that mimic brand features in an attempt to pass themselves off as the genuine product;
- 2.3. software pirating, including websites that facilitate the use or download of illegal content, or are engaged in any illegal activity, including torrent sites, P2P or file sharing sites;
- 2.4. false, deceptive, fraudulent or misleading;
- 2.5. the promotion of some products or services that cause damage, harm, or injury.
- 2.6. adult products or adult services, sexually explicit, pornographic or obscene (whether in text or in graphics) content;
- 2.7. offline and online gambling, online casino based games regardless of whether money is exchanged;
- 2.8. "Hate Speech" or any content which includes images that are offensive, profane, threatening, harmful, harassing or discriminatory (based on age, race, ethnicity, creed, national origin, religion, gender, marital status, sexual orientation, physical disability or otherwise);
- 2.9. violent or bullying;

- 2.10. politically sensitive or controversial;
- 2.11. YouTube Scrapers, CD/DVD/Blue Ray Ripping/Copying;
- 2.12. encouraging unlawful behavior or conduct; scams, illegal activity and/or illegal contests, pyramid schemes, or chain letters;
- 2.13. spam or other mass advertisement means;
- 2.14. defamatory, libelous or slanderous, obscene;
- 2.15. cracking, hacking or cookie dropping;
- 2.16. Advertiser Ad Units must lead End User to the same landing page when the ad is clicked. Such landing page must be functioning and may not interfere with an End User's ability to navigate away from the page or from using any browser, websites' or other functionality;
- 2.17. Advertiser Ad Units may not mislead the user by mimicking system error messages or otherwise. For example, it may not mimic or resemble Windows/Mac/Unix dialogue boxes, error messages, imitate presupposed knowledge about the functionality of a user's computer or the discovery of viruses, worms, corrupted files to scare users into purchasing or downloading software;
- 2.18. Advertiser Ad Units may not be misleading and/or deceptive, including without limitation, by using the word "free" when product or offer is not free, using the word "winner" when the user has not in fact won anything;
- 2.19. Advertiser Ad Units or the Assets, as applicable, may not be designed to mislead users into clicking through to a site that is unrelated to the content of the Advertiser Ad Units;
- 2.20. Advertiser Ad Units may not perform an automatic download to a user's device or present a download dialog box without first presenting detailed information and a useraffirmed click to proceed with the download;
- 2.21. Advertiser Ad Units may not include fake "close" buttons;
- 2.22. Advertiser Ad Units may not contain audio or flash animation that plays automatically without an End User's interaction;
- 2.23. Advertiser Ad Units must clearly be labeled as an advertisement and be distinguished as such.
- 2.24. Advertiser Ad Units or the Assets, as applicable, must not be targeted to minors (i.e., children under the age of 13) and/or offer products or services that are illegal for minors to buy, possess, or participate in.
- 2.25. any program code designed to contaminate other computer programs or computer data, consume computer resources, which includes but is not limited to any virus, worm, Trojan horse, hidden file, lock, clock, "back door", copy protection feature, CPU serial number references or other device, computer code or program which may contaminate, destroy, disable, disrupt, erase, harm, impede or modify normal performance or functionality.

### 3. Privacy

You will provide a privacy policy that complies with all applicable laws, rules and regulations and at a minimum provides adequate notice, disclosure, and choices to consumers regarding your use, collection, disclosure, and security of their personal information;. If you are ad agency you will contractually oblige your advertisers to provide a privacy policy that complies with all applicable laws. If you are a publisher agency you will contractually oblige your publishers to have a privacy policy which complies with all applicable laws. The ads or the ad placements will comply with applicable industry selfregulations (such as the Digital Advertising Alliance ("DAA") (available at: <http://www.aboutads.info/principles>). To the extent applicable, you hereby agree to provide an opt-out mechanism for receiving ads or to contractually oblige your advertisers or publishers as applicable to provide an opt out mechanism.

### 4. Mobile Affiliate Guidelines

Publisher will not engage in any of the following activities, unless otherwise agreed in advance and in writing: (a) incentivized automated and/or machine generated clicks, clicktroughs or other automated interactions or methods otherwise containing or contributing to adware; (b) Rebrokering (c) Icon / Shortcut drops, System or App message notifications, Incentivized Offerwalls; (d) use of Bots, Spyware, Phishing; (e) Modifying browser settings like Bookmarking or default mobile

homepage; (f) in direct violation with Apple or Google or Facebook policies; (v) the following traffic sources will not be used by Media Company: Traffic from SSPs, exchanges, other networks, RTBs or arbitrage as well as any traffic sources that feature or promote sexually explicit material, violence or bullying, hate speech, or any other deceptive behavior or illegal activity are also forbidden. In the event that Publisher is an affiliate network or a network of direct publishers, it shall provide Rise prior to the commencement of each campaign with the subid of the respective affiliates/publishers. Rise hereby reserves the right to not pay for any traffic which violates any of the Guidelines.