



Privacy and Data Protection Agreement

This Privacy and Data Protection Agreement ("Agreement") amends (for valid consideration which is hereby acknowledged as duly received) the agreement entered into between the Partner and the relevant Billy Mobile entity ("Billy Mobile") for the selling and/or purchasing of advertising inventory and serving of advertisements to Users ("Agreement"). This Agreement shall be deemed to have become effective as of the date both Partner and Billy Mobile.

Billy Mobile provision of the Service to Partner entails the transmission and processing of data retrieved, sent and received by and from its customers (including Partner) and their Users, clients and other third parties. Such data may constitute Personal Information (as defined below). Therefore, the parties agree to comply with the following provisions.

1. Definitions.

1.1. **"Affiliates"** means with respect to a Party, all entities which, directly or indirectly, control, are being controlled by, or are under common control with such Party.

1.2. **"Data Protection Laws"** means any applicable data protection or privacy laws or regulations. It shall include (a) the EU Data Protection Directive 95/46/EC and EU e-Privacy Directive 2002/58/EC as implemented by countries within the European Economic Area ("**EEA**"); (b) from 25 May 2018, the EU General Data Protection Regulation ("**GDPR**") as implemented by countries within the EEA and in the UK; and/or (c) other laws or regulations that are similar, equivalent to, successors to, or that are intended to or implement the laws or regulations that are identified in (a) and (b) above and applicable to Partner in relation to the transmission and processing of Personal Information under or in relation to the Agreement.

1.3. **"Individual"** means a natural person to whom Personal Information relates, also referred to as **"Data Subject"** pursuant to GDPR.

1.4. **"Billy Mobile Privacy Policy"** means the privacy policy available at Billy Mobile official website: <http://www.billymob.com> or at any other or additional location, as may be updated from time to time.

1.5. **"Personal Information"** means information relating to an identified or identifiable Individual, also referred to as "Personal Data" pursuant to GDPR.

1.6. **"Process"** or **"Processing"** means any operation or set of operations which is or are performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.



1.7. **“Service”** means Billy Mobile and/or its Affiliates’ proprietary technology and/or services for enabling and optimizing publishers and advertisers' ability to sale and purchase advertising inventory on certain mobile applications and mobile/desktop websites, including via programmatic auction (if applicable).

1.8. **“Users”** means a human end-user accessing a mobile/web application/website.

2. **Roles.** Partner and Billy Mobile each agree and acknowledge that where a party Processes Personal Information under or in connection with the Agreement it alone determines the purposes and means of such Processing as a data controller (as defined under applicable Data Protection Laws).

3. **Compliance with Laws.** Each party confirms that it has complied, and will continue to comply with its obligations relating to Personal Information that apply to it under applicable Data Protection Laws.

4. **Partner's Processing.** Partner warrants that it has provided adequate notices to and obtained valid consents from Users, in each case, to the extent necessary for Billy Mobile to Process their Personal Information or other information in connection with the Agreement and as described in the Billy Mobile Privacy Policy including, without limitation for direct marketing activities and international transfers of Personal Information outside of the EEA including to Billy Mobile. Partner will on request provide records of all consents obtained to Billy Mobile. Partners shall notify Billy Mobile in writing within 24 hours of Partner receiving User’s objection to or withdrawal of User’s consent to Process their Personal Information or other information including, without limitation for direct marketing activities and international transfers of Personal Information outside of the EEA. Partner will not by act or omission, cause Billy Mobile to violate the Billy Mobile Privacy Policy, any Data Protection Laws, notices provided to, or consents obtained from, Users as result of Processing Personal Information in connection with or Billy Mobile otherwise performing the Service under the Agreement.

5. **Billy Mobile Processing.** Billy Mobile and/or its Affiliates’ will Process Personal Information in accordance with the Billy Mobile Privacy Policy.

6. **Limitation of Access.** Each party will limit access to Personal Information to those personnel who require such access only as necessary to fulfill such party’s obligation under the Agreement.

7. **Information Security.** Each party will maintain appropriate administrative, physical, organizational and technical safeguards aimed at maintaining an appropriate level of security, confidentiality and integrity of the Personal Information, in accordance with applicable Data Protection Laws, and official guidelines as provided by the competent authorities and good industry practice. Each party undertakes monitor compliance with these safeguards and will not materially decrease the overall security controls during the terms of the Agreement.

8. **Assistance.** Partner will provide Billy Mobile with all necessary assistance, in connection with communications from, or requests made by Data Subjects in relation to their rights under Data Protection Laws, and supervisory authorities, in each case as they relate to User Personal Information.



9. **Audit.** Partner will make available all information necessary, including records of consents referred to in clause 4 above, to demonstrate Partner's compliance with this Agreement and will permit and contribute to any data audits reasonably required by Billy mobile upon Billy Mobile prior written request and advanced notice.

10. **Compliance.** Each party is responsible to make sure that all relevant personnel of such party adhere to this Agreement.

11. Miscellaneous.

Any alteration or modification of this Agreement is not valid unless made in writing and executed by duly authorized personnel of both parties.

Invalidation of one or more of the provisions under Agreement will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objective.

Partner acknowledge that Billy Mobile and/or its Affiliates may disclose this Agreement and any relevant privacy provisions in the Agreement to any supervisory authority, regulator or other competent authority, to the extent required under the applicable law. Such disclosure will not constitute a breach of Billy mobile confidentiality obligation under the Agreement.

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