

Terms of Service

Last Updated: 20.08.2025

These Terms of Service govern your access to and use of our Services through the Platform.

Together with any applicable Invoices, Privacy Policy, and other related documents, these Terms form the entire agreement between you ("Client") and us ("Provider" or "Retarro") regarding your use of the Platform (collectively referred to as the "Agreement").

We may update these Terms and the entire Agreement from time to time. Changes will be communicated via our website or by direct notice (e.g., email). Continued use after updates constitutes acceptance of the revised terms.

In case of any conflict between the documents that form the Terms of Service and other documents, the following order of precedence applies (from highest to lowest): (1) DPA (2) Privacy Policy, (3) Terms of Service, (4) Invoice .

1. Definitions

- a. **Account** — means a unique user profile registered by a Client on the Platform, which provides access to the Platform's features and Services in accordance with these Terms.
- b. **Authorized Users** - means Client's employees and individual contractors who (a) act under Client's direct control, (b) access the Platform solely for Client's internal business purposes, and (c) are bound by written confidentiality and use-restriction obligations no less protective than this Agreement.
- c. **Advertising Campaign** - means a marketing activity configured by the Client through the Platform's campaign settings, consisting of one or more Advertising Materials intended to promote the products and/or services of the Client, under the parameters (including but not limited to targeting, budget, and schedule) set by the Client.
- d. **Advertising Campaign Budget** - means the amount of funds allocated by the Client within the Platform for the purpose of purchasing advertising inventory (such as impressions, clicks or other agreed advertising units).
- e. **Advertising Materials** — means all content, including but not limited to audio-visual works, artwork, graphics, electronic files, trademarks, whether provided by the Client or created, modified, or published by Affiliates in connection with these Terms and any specific written instructions agreed between the Client and Retarro
- f. **Affiliate (Publisher)** - means any third party, including but not limited to owners or operators of websites, applications, or other digital properties, that display advertisements on behalf of the Client.
- g. **Affiliate's Commission** — the amount payable by Us to the Affiliate, deducted from the Client's Fee, with the calculation and payment terms governed by a separate agreement between Us and the Affiliate
- h. **Client** - any person/business who, after having registered for the Platform and after accepting these Terms and all other required documents, is entitled to use Services through the Platform (as well as "you" or "your").

- i. **Client's Data** - means any information input into the Platform by the Client, as well as any data collected through the Client's use of the Platform. This includes, without limitation, personal data, anonymized data, metadata, and any other technical or behavioral data.
- j. **Clients Fee** — the amount the Client must pay Us, as set out in the relevant Invoice or/and in the Client's account in the Platform, for the agreed services.
- k. **Conversion** - means any user-generated event deemed valuable by the Client, including but not limited to: (a) purchase; (b) click; (c) lead; (d) newsletter signup; (e) app install; (f) impressions. The specific conditions for qualifying a Conversion may be separately agreed upon by the Parties in the applicable Order Form or via the Client's account in the Platform.
- l. **Platform** - means the proprietary web-based software environment operated by Us and made available at _____ (the "Website"), through which the Services are provided to Clients.
- m. **Services** - means the digital solutions provided by Us via Platform, including but not limited to affiliate tracking, advertising network management, targeting, reporting, analytics, and any other features or services specified in an applicable Order Form.
- n. **Tracking System** - incorporated into the Platform, and designed to track, verify, and record Conversions.

2. Provision of Services

- a. Subject to your compliance with this Agreement, you are granted a limited, non-exclusive, non-transferable right to access and use the Platform and related Services for your internal business purposes. Access must align with our documentation and specifications.
- b. Login credentials are assigned for your use only, and we reserve the right to monitor usage to ensure compliance, improve our services, and enforce the Agreement, where applicable.
- c. Your use of Services and Platform is subject to any limitations stated in your Invoices and Advertising Campaign, such as usage caps or feature access.

3. IP and Data Ownership

- a. As between Retarro and Client, the Platform and all software, data and technologies embodied in or used to provide the Services, including any data and information other than Client's Data, and all intellectual property rights in or relating to any of the foregoing, are owned by Retarro. For clarification, unless otherwise expressly agreed to in writing by the parties, all suggestions, solutions, improvements, customizations, corrections, and other contributions provided by Client regarding the Platform and Services shall be owned by Retarro, and You (Client) hereby agree to assign any such rights to Retarro. Your access to and use of the Platform is granted under a revocable, non-exclusive, non-transferable, limited license, solely for your internal business purposes and subject to the terms of this Agreement, including any applicable usage limits or feature restrictions set forth in your Invoices or Order Forms.
- b. The Client retains all rights, title, and interest in and to Client's Data. The Provider is granted only a limited, non-exclusive right to access and process such Client's Data solely for the purpose of delivering the Services in accordance with this Agreement. The Client shall not collect, and shall not permit the collection of the personal data from individuals through the Platform without obtaining their prior, informed, and explicit consent, as required under applicable laws and regulations. The Client is solely responsible for ensuring that all Client's

Data is collected, processed, and disclosed in compliance with applicable laws and regulations, its own privacy policy, and this Agreement. The Client shall only instruct the Provider to process Client's Data in a lawful manner consistent with such obligations.

4. Restrictions

- a. The Client must not: (i) copy, reproduce, modify, decompile, disassemble, or reverse engineer the Platform or any associated software or materials; (ii) provide any third parties (other than Authorized Users) with direct access to the Platform; (iii) remove any copyright or proprietary notices contained in the Platform or any output thereof; (iv) breach, disable, or tamper with, or develop or use (or attempt) any workaround for, any security measure or monitoring system provided or used by Retarro in connection with the Platform; (v) access the Platform via any bot, web crawler or non-human user except to the extent the Retarro permits such access; (vi) introduce into the Platform s any software, virus, worm, "back door," Trojan Horse, or similar harmful code; (vii) access or use (or permit a third party to access or use) the Platform for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Platform or for any other benchmarking or competitive purposes; or (viii) interfere or attempt to interfere in any manner with the proper workings of the Platform , or engage in any activities that adversely affect the functionality or performance of the Platform.

All rights in the Platform not expressly granted herein are reserved.

5. Client's Obligations and Responsibilities

a. General Responsibility

The Client is responsible for:

- Maintaining the confidentiality of all login credentials and account access information;
- All activities carried out through the Client's account;
- Ensuring ongoing compliance with this Agreement;
- All data provided or uploaded by the Client to the Platform.

b. Authorized Access

If the Client grants access to the Platform to its Authorized Users, the Client remains fully responsible for their acts and omissions as if they were its own. This includes compliance with these Terms and all applicable laws. The Client shall ensure that all such Authorized Users are properly authorized and comply with this Agreement when using the Platform.

c. Provision of Accurate Information

The Client shall provide true, accurate, and complete information when registering for the Services and shall keep all account and billing information up to date. The Client acknowledges that it is fully liable, including financially, for any consequences arising from providing false, inaccurate, or outdated information.

d. Representations and Warranties Regarding Advertising Materials

The Client represents and warrants that:

- That the Client is solely responsible for any liability arising from the content of any Advertising Materials and any material accessible via such Advertising Materials ("Linked Content");
- No unaltered Advertising Materials or Linked Content provided by the Client will:
 - i. Infringe any third party's intellectual property, proprietary, publicity, or privacy rights;
 - ii. Violate any applicable law or regulation; or
 - iii. Be defamatory, obscene, or libelous.

6. Payments

- a. The Client's Fee will be specified in the Invoice. Upon successful payment of the Invoice, the corresponding Advertising Campaign Budget will be credited to the Client's Account. To facilitate the activation of the Advertising Campaign, the Client is required to provide the Company with all necessary details and information related to the Campaign.
- b. All payments shall be made on a prepayment basis within three (3) calendar days from the date specified in the relevant invoice. The Client is responsible for any bank commissions and fees associated with the transfer of funds.
- c. All Conversions, reports, statistics, rates, payments, and other campaign data shall be determined solely based on the information from our Tracking System. The Client acknowledges and agrees that the metrics determined by our Tracking System shall prevail over any other means of measurement.
- d. The payment of Affiliates commissions is our sole responsibility and is governed exclusively by a separate agreement between us and the respective Affiliates. The Client shall have no obligations or liability with respect to such payments.

7. Term and Termination

a. Commencement of Terms of Service

These Terms of Service take effect when you complete the mandatory account registration fields as a Client confirm your acceptance of these Terms of Service and the Privacy Policy.

b. Termination of Terms of Service

- i. Either Party may terminate these Terms and Conditions at any time by providing the other Party with at least five (5) days' written notice.
- ii. We may immediately suspend or deactivate your account without prior notice if:
We reasonably suspect fraudulent activity;
You violate or threaten to violate these Terms; or
Your account remains inactive for one (1) year or more.
- iii. Upon termination of these Terms, you must immediately cease using the Platform and Services, remove all links and our Intellectual Property, and settle any outstanding obligations.

c. Campaign Termination

- i. The Client may terminate or change an advertising campaign anytime. All fees paid or payable for any campaign (including setup, creative/production, media buys, platform and third-party costs) are non-refundable, including where a campaign is terminated or changed mid-flight. No prorations will be issued for partial periods. No refund will be issued except to the extent required by applicable law.
- ii. If the Client deposits funds for an advertising campaign but does not launch the campaign within twelve (12) months from the deposit date, the unused account balance will be forfeited without refund.

8. Disclaimer of Warranties

- a. The Platform and Services are provided "as is" and "as available", without warranties of any kind. We do not guarantee that the Platform will be uninterrupted, error-free, or secure, or that it will meet your specific needs.

To the maximum extent permitted by law, we disclaim all warranties, whether express, implied, statutory or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of data or results.

You access and use the Platform at your own risk. We are not responsible for any data loss, downtime, device damage, or other harm arising from your use of the Platform or any third-party services integrated with it.

b. To the fullest extent permitted by law, We are not liable for:

- i. Any claims, losses, injuries, or damages resulting from your use of the Platform and Services;
- ii. Any claims related to the content of Advertising Materials used in advertising campaigns;
- iii. Any claims related to the publication of advertising campaigns on prohibited or suspicious websites or media channels, including (without limitation) streaming sites, file-sharing sites, and adult content sites;
- iv. Any claims concerning the placement, positioning, or timing of delivery of Advertising Materials, or the volume and/or quality of Traffic and Conversions generated;
- v. Defects, interruptions, security breaches, data loss, vulnerabilities, viruses, or other harmful components affecting the Platform or our systems;
- vi. The removal, deactivation, or interference with the Tracking System by any third party.

9. Link to Third Parties

We may provide links or redirect you to third-party websites that are not owned or controlled by us and are not governed by these Terms of Service. We recommend that you carefully review the privacy policy and terms of use of any third-party websites you access. These linked third-party websites will have their own separate and independent privacy policies, notices, and terms of use, which we advise you to read carefully. We have no control over these websites, and therefore we are not liable for any damages or losses you may incur as a result of your use or reliance on such websites. If you choose to leave our Platform and visit third-party websites, you do so at your own risk. By using any third-party website, service, or content, you explicitly waive any claims against us that may arise from such use.

10. Force Majeure

- a. Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to Force Majeure Event.
- b. Force Majeure Event means any causes beyond party's reasonable control, not arising from its fault or negligence, and not avoidable by reasonable diligence, including but not limited to
 - i. Natural events: including but not limited to earthquakes, floods, fire, plague, Acts of God (as defined in the contract or in applicable law) and other natural disasters
 - ii. Political and special events: including but not limited terrorism, riots or civil disturbances; war, whether declared or not; strikes, change of law or regulation, nuclear or chemical contamination, pressure waves from devices travelling at supersonic speeds, failure of public infrastructure.
- c. The affected party must promptly (and in any case within 5 calendar days) notify the other party of the Force Majeure Event

- d. The party affected by Force Majeure Event shall make reasonable efforts to reduce the consequences of the Force Majeure and resume the performance of all relevant obligations as soon as possible after the termination of Force Majeure Event.
- e. If a Force Majeure Event continues for more than 20 consecutive days, the non-affected party may terminate the affected order or this Agreement upon written notice, without penalty or further liability to it.
- f. Good-Faith Resolution of Consequences. The parties will confer and cooperate in good faith to address the consequences of any Force Majeure Event, including agreeing on reasonable equitable adjustments to affected timelines, deliverables, service levels and, where appropriate, fees.

11. Dispute Resolution

- a. These Terms of Service shall be governed by and construed in accordance with the laws of Hong Kong.
- b. Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law.

The seat of arbitration shall be Hong Kong.

The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English language.