

Terms of Service

Programmatic Partners Sdn. Bhd. — Mobile Demand-Side Platform

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Governing Law:	Laws of Malaysia

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM. BY REGISTERING FOR AN ACCOUNT, CLICKING "I AGREE," OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

These Terms of Service ("Terms") constitute a legally binding agreement between **Programmatic Partners Sdn. Bhd.** (Company No. [SSM Registration Number]), a company incorporated in Malaysia with its registered office at The Met Club by Colony A1002, The Met Corporate Tower, No. 20, Jalan Dutamas 2, 50480 Kuala Lumpur, W.P. Kuala Lumpur, Malaysia ("**Programmatic Partners**," "**we**," "**us**," or "**our**") and the entity or individual accessing or using our platform and services ("**Client**," "**you**," or "**your**").

1. Definitions

In these Terms, the following definitions apply:

"Platform"	The proprietary demand-side platform (DSP) operated by Programmatic Partners, including all software and services used to deliver advertising.
"Services"	The programmatic advertising services, including real-time bidding, audience targeting, campaign management, and reporting.
"Advertiser"	A Client who uses the Platform to purchase digital advertising inventory for their own campaigns or on behalf of a third party.
"Campaign"	A set of advertising parameters, creatives, targeting criteria, and budget settings configured by the Client to deliver advertising.
"Inventory"	Digital advertising placements made available to the Platform by supply-side partners and publishers.
"Creative"	Any advertising material (banner, video, native, audio, or interactive) submitted by the Client for delivery.
"Data"	Any information, including personal data, campaign data, performance data, and bid-stream data, processed or generated by the Platform.
"Fees"	All charges payable by the Client to Programmatic Partners for use of the Platform and Services, as set forth in the applicable order form.
"IO" or "Insertion Order"	A written or electronic order form executed by both parties specifying campaign details, budget, pricing, and other terms.
"Confidential Information"	Any non-public information disclosed by one party to the other in connection with these Terms that is marked as confidential or otherwise identified as such.

2. Account Registration & Eligibility

To access the Platform, you must register for an account and provide accurate, complete, and current information. By registering, you represent and warrant that:

- You are at least 18 years of age and have the legal capacity to enter into binding contracts
- You are duly authorised to bind the entity on whose behalf you are registering
- All registration information you provide is truthful, accurate, and complete
- You will maintain the accuracy of such information and promptly update it as necessary
- Your use of the Services does not violate any applicable law, regulation, or third-party agreement

We reserve the right to refuse registration, suspend, or terminate any account at our sole discretion, including where we suspect fraudulent activity, misrepresentation, or violation of these Terms.

3. Platform Access & Licence

3.1 Grant of Licence

Subject to your compliance with these Terms and timely payment of all applicable Fees, Programmatic Partners grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform solely for your internal business purposes in accordance with these Terms and any applicable IO.

3.2 Restrictions

You must not, and must not permit any third party to:

- Copy, modify, adapt, reverse-engineer, decompile, or create derivative works of the Platform
- Access the Platform to build a competing product or service
- Share login credentials or permit unauthorised access to the Platform
- Use automated scripts, bots, or scrapers to extract data from the Platform
- Circumvent, disable, or otherwise interfere with any security or access-control features
- Resell or sublicense access to the Platform without our prior written consent
- Use the Platform in any manner that violates applicable law or infringes third-party rights

3.3 API Access

Where we provide API access, you must comply with our API documentation and rate limits. We reserve the right to throttle or revoke API access at any time in the event of abuse, excessive load, or security risk.

4. Campaign & Creative Standards

4.1 Client Responsibilities

You are solely responsible for all Campaigns and Creatives submitted to the Platform. You represent and warrant that all Creatives:

- Comply with all applicable laws, regulations, and industry standards (including IAB guidelines)
- Do not contain false, misleading, deceptive, or defamatory content
- Do not infringe any copyright, trademark, patent, trade secret, or other intellectual property right
- Do not promote illegal products or services, hate speech, violence, adult content (unless specifically permitted), or content harmful to minors
- Comply with all applicable advertising standards, including those of the Advertising Standards Authority of Malaysia (ASAM)
- Include all required disclosures, warnings, and notices mandated by applicable law

4.2 Creative Review

We reserve the right, but not the obligation, to review, approve, reject, or remove any Creative at any time, with or without notice, if we determine in our sole discretion that it violates these Terms, our creative policies, or applicable law. Rejection of a Creative does not entitle you to a refund of any Fees already incurred.

4.3 Prohibited Categories

The following advertising categories are strictly prohibited on the Platform:

- Tobacco, cigarettes, and electronic cigarette products (except where explicitly permitted by law)
- Illegal drugs, controlled substances, or drug paraphernalia
- Counterfeit goods or services
- Weapons, firearms, or ammunition
- Content that exploits, harms, or targets minors
- Malware, spyware, adware, or deceptive download prompts
- Unlicensed gambling or lottery services
- Pyramid schemes or multi-level marketing misrepresentation
- Political advertising without required disclosures

5. Fees, Billing & Payment

5.1 Fees

Fees for the Services are as set out in the applicable IO, rate card, or as displayed within the Platform at the time of campaign setup. All Fees are quoted in United States Dollars (USD) unless otherwise specified and are exclusive of any applicable taxes.

5.2 Billing & Invoicing

We will issue invoices on a monthly basis, or as otherwise agreed in the applicable IO. Invoices are payable within **30 days** of the invoice date unless alternative payment terms are specified in the IO. Prepaid accounts must maintain sufficient balance to fund active Campaigns; Campaigns may be paused automatically if the account balance is insufficient.

5.3 Disputed Invoices

If you dispute any invoice in good faith, you must notify us in writing within **10 business days** of receipt of the invoice, specifying the disputed amount and the reasons for the dispute. Failure to notify us within this period constitutes acceptance of the invoice. Undisputed portions of an invoice remain payable by the due date.

5.4 Late Payment

Overdue amounts (excluding amounts subject to a good-faith dispute) will accrue interest at the rate of **1.5% per month** (or the maximum rate permitted by law, whichever is lower) from the due date until the date of payment. We reserve the right to suspend access to the Platform upon non-payment of any undisputed amount overdue by more than 15 days.

5.5 Taxes

You are responsible for all taxes, duties, levies, and similar charges applicable to your use of the Services, excluding taxes based on our net income. Where we are required by law to collect taxes, such amounts will be added to the applicable invoice.

6. Data, Privacy & Compliance

6.1 Data Processing

Each party shall comply with all applicable data protection laws, including the Malaysian Personal Data Protection Act 2010 (PDPA), in connection with their use of the Services. Our collection and use of data is governed by our Privacy Policy, available at our website and incorporated into these Terms by reference.

6.2 Client Data Warranties

You represent and warrant that:

- You have all necessary rights, consents, and permissions to submit any first-party data to the Platform
- Any audience segments or data you upload comply with all applicable privacy laws and platform policies
- You will not submit data relating to individuals in a manner that violates applicable law, including data relating to minors or sensitive categories without explicit consent
- You will maintain records of all consents obtained from end users in connection with data submitted to the Platform

6.3 Compliance with Ad-Tech Standards

You agree to comply with all applicable IAB Tech Lab standards, including the IAB TCF (Transparency and Consent Framework), GDPR consent signal passing where applicable, and Apple's App Tracking Transparency (ATT) requirements for iOS campaigns.

7. Intellectual Property

7.1 Our IP

All rights, title, and interest in and to the Platform, including all software, algorithms, user interfaces, designs, trade names, trademarks, and documentation, are and will remain the exclusive property of Programmatic Partners and its licensors. These Terms do not grant you any rights in our intellectual property except for the limited licence expressly set out in Section 3.

7.2 Client IP

You retain all rights in your Creatives, campaign data, and first-party data. You grant us a limited, non-exclusive licence to use such materials solely to deliver the Services as described in these Terms. We do not claim ownership of any Client-provided content.

7.3 Aggregated Data

We may use aggregated, anonymised, and de-identified data derived from your Campaigns to improve the Platform, develop industry benchmarks, and produce internal analytics. Such data will not identify you or your Campaigns.

7.4 Feedback

If you provide suggestions, ideas, or feedback about the Platform, you grant us a perpetual, irrevocable, royalty-free licence to use and incorporate such feedback into the Platform without any obligation to you.

8. Confidentiality

Each party agrees to: (a) keep the other party's Confidential Information strictly confidential; (b) not disclose such information to any third party without the prior written consent of the disclosing party; and (c) use such information only for the purposes of performing obligations or exercising rights under these Terms.

These obligations do not apply to information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already known to the receiving party prior to disclosure; (iii) is independently developed by the receiving party without use of Confidential Information; or (iv) is required to be disclosed by law or court order, provided that the receiving party gives prompt written notice to the disclosing party (where permitted by law).

Confidentiality obligations under this Section survive termination of these Terms for a period of **five (5) years**.

9. Representations & Warranties

9.1 Mutual Representations

Each party represents and warrants to the other that:

- It is duly organised, validly existing, and in good standing under the laws of its jurisdiction of incorporation
- It has the full power and authority to enter into these Terms and perform its obligations hereunder
- These Terms have been duly authorised and constitute a legal, valid, and binding obligation
- Its performance under these Terms does not violate any other agreement to which it is a party

9.2 Our Service Warranties

We warrant that the Platform will perform materially in accordance with our published documentation and that we will provide the Services with reasonable care and skill. We do not warrant that the Platform will be error-free, uninterrupted, or free from security vulnerabilities, and we make no guarantees regarding campaign performance, impression volumes, or conversion outcomes.

10. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROGRAMMATIC PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that: (a) the Services will meet your specific requirements; (b) the Services will be available at all times or without interruption; (c) any errors or defects will be corrected; or (d) the Platform is free from viruses or other harmful components.

11. Limitation of Liability

11.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Liability

OUR TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO US IN THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 Exceptions

Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be excluded or limited by applicable law.

12. Indemnification

You agree to indemnify, defend, and hold harmless Programmatic Partners, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and

expenses (including reasonable legal fees) arising out of or relating to:

- Your use of the Platform or Services in breach of these Terms
- Any Campaign or Creative submitted by you that infringes any third-party intellectual property right
- Any violation by you of applicable law, including data protection and advertising regulations
- Any misrepresentation made by you in connection with your account registration or use of the Services
- Claims by your end clients or third parties arising from Campaigns managed on their behalf

13. Term & Termination

13.1 Term

These Terms commence on the date you first access the Platform or execute an IO (whichever is earlier) and continue until terminated in accordance with this Section.

13.2 Termination for Convenience

Either party may terminate these Terms on **30 days' written notice** to the other party. Active Campaigns with a fixed term under an IO will continue until the end of the agreed flight period unless otherwise agreed in writing.

13.3 Termination for Cause

Either party may terminate these Terms immediately on written notice if the other party: (a) materially breaches these Terms and fails to remedy such breach within **14 days** of written notice; (b) becomes insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy or liquidation proceedings; or (c) engages in fraudulent or unlawful conduct.

13.4 Effect of Termination

Upon termination:

- All licences granted under these Terms shall immediately cease
- You must cease all use of the Platform and delete any proprietary materials in your possession
- All outstanding Fees become immediately due and payable
- Each party shall return or destroy the other party's Confidential Information
- Sections that by their nature should survive (including Sections 7, 8, 11, 12, 14, and 15) shall survive termination

14. Governing Law & Dispute Resolution

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of **Malaysia**, without regard to its conflict of law provisions.

14.2 Dispute Resolution

In the event of any dispute arising out of or in connection with these Terms, the parties shall first attempt to resolve the dispute through good-faith negotiations. If the dispute is not resolved within **30 days** of written notice of the dispute, either party may refer the matter to the courts of Malaysia.

14.3 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts located in **Kuala Lumpur, Malaysia** for the resolution of any disputes under these Terms.

15. General Provisions

Entire Agreement	These Terms, together with any applicable IO and our Privacy Policy, constitute the entire agreement
Amendments	We may amend these Terms from time to time by posting the updated Terms on our website and no
Waiver	No failure or delay by either party in exercising any right under these Terms shall constitute a waiver
Severability	If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue
Assignment	You may not assign or transfer your rights or obligations under these Terms without our prior written
Force Majeure	Neither party shall be liable for any failure or delay in performance resulting from causes beyond the
Notices	All legal notices under these Terms must be in writing and sent to the addresses set out in the applic
Relationship	The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture
Language	These Terms are drafted in the English language. In the event of any conflict between an English ve

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

For and on behalf of Programmatic Partners Sdn. Bhd.	Accepted by Client
_____	_____
Authorised Signatory	Authorised Signatory
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

These Terms of Service were approved by the Board of Directors of Programmatic Partners Sdn. Bhd. and are effective as of 1 March 2026.

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