

# Terms and Conditions for GoodHero Ads

## Preliminary Note

These Product Terms & Conditions ("Terms & Conditions") govern the use of the GoodHero Ads product provided by ShowHeroes ("ShowHeroes"), the participation of Advertisers, and the partnership with Partners. By accessing and using GoodHero Ads, Advertisers and Partners agree to be bound by the terms and conditions outlined below:

## 1. General

- 1.1. ShowHeroes is a global leading company in digital video content, technology, and advertising solutions integrated in brand-safe premium publisher environments.
- 1.2. GoodHero Ads is a project by ShowHeroes aimed at helping brands enhance their Environmental Social Governance (ESG) efforts by transforming their Advertising campaigns into fundraisers for charitable causes.
- 1.3. GoodHero Ads is distributed by ShowHeroes through its network of premium publishers.
- 1.4. Partners are non-profit organizations promoting causes in specific sectors, purposes, and regions.
- 1.5. Partners will benefit pro-rata from the donations generated by GoodHero Ads.
- 1.6. Partners are eligible for donations through GoodHero Ads when chosen by an Advertiser to be associated with a specific advertising campaign
- 1.7. ShowHeroes places the advertisement online in the "GoodHero Ads" format ("watch to donate"), where users have the opportunity to unlock a donation by viewing the advertising video in its entirety.
- 1.8. Once the user meets the unlocking condition, the donation is automatically unlocked, reported, and recorded.

- 1.9. Upon successful unlocking, the associated Advertiser will pay the Partner an amount corresponding to a percentage of the revenues generated from the displayed advertising campaign.

## 2. Payment and Distribution

- 2.1. The percentage amount mentioned in point 1.9 is agreed upon by ShowHeroes and the Advertiser in advance.
- 2.2. Payment is made as follows:
  - a. If the Partner is chosen from ShowHeroes's indicated list, ShowHeroes will make the payment to the Partner on behalf of the Advertiser.
  - b. If the Partner does not belong to ShowHeroes's indicated list, the Advertiser will make the payment directly to the Partner.
- 2.3. Payments will be made on a monthly basis after the end of the campaign and the submission of the report to the Partner's designated bank account. The bank account details must be communicated by the Partner to the email address provided.

## 3. Advertiser Obligations

- 3.1. ShowHeroes guarantees to only run brand-safe ads on Publisher sites that are also brand-safe.
- 3.2. Advertisers must ensure that the Video Content meets the following standards:
  - a. The content must not have or contain links to Prohibited Content or messages that promote such Prohibited Content.
  - b. The content must not be hateful, defamatory, discriminatory, or incite hatred against any individual or group. It must not infringe any third party's copyrights or other rights.

c. The content must not include sexually explicit material or pornography, except for non-sexual nudity. It must not exploit minors, depict unlawful acts or extreme violence, cruelty to animals, violence against animals, promote fraudulent or dubious commercial schemes, carry viruses or other computer threats, or violate any other law or regulation.

#### **4. Use of Name, Trademark, and Logo**

- 4.1. Each Party accepts and allows the other Party to use its name, trademark, and logo for the purposes and objectives indicated in this Agreement.
- 4.2. This provision shall survive the termination or expiration of the campaign, and the Parties' acceptance and allowance for the use of names, trademarks, and logos for the purposes and objectives indicated in this Agreement shall remain in effect thereafter.

#### **5. Display on Publisher Websites**

- 5.1. ShowHeroes guarantees that the Partner's name, trademark, and logo will only be displayed on websites of Publishers that comply with the quality standards mentioned in point 3.

#### **6. Tax Clause**

- 6.1. Each party to this agreement acknowledges and agrees that they are solely responsible for fulfilling their own tax obligations arising from the activities and transactions conducted under this agreement.
- 6.2. Neither party shall be held liable or responsible for the other party's tax obligations, including but not limited to income taxes, sales taxes, value-added taxes, or any other taxes imposed by relevant tax authorities.
- 6.3. It is the sole responsibility of each party to accurately report and pay any applicable taxes, file tax returns, and comply with all tax laws, regulations, and requirements applicable to their respective activities and income generated under this agreement.
- 6.4. In the event that any tax authorities or governmental entities raise claims, audits, or

assessments against a party related to taxes arising from this agreement, the party affected shall promptly notify the other party and provide all relevant information and cooperation necessary for the resolution of such claims.

- 6.5. Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, losses, or liabilities arising from the failure to comply with their own tax obligations as outlined in this clause.
- 6.6. This tax clause shall survive the termination or expiration of this agreement, and the parties' obligations and responsibilities with respect to tax obligations shall remain in effect thereafter.

By accessing and using GoodHero Ads, Advertisers and Partners acknowledge that they have read, understood, and agreed to these Product Terms & Conditions.