

Terms of Service ScroogeFrog AdNetwork

1. Acceptance of Terms and Provision of Service

These Terms of Service ("**Terms**") constitute a legally binding agreement between you ("**User**," "**Publisher**," "**Advertiser**," or "**you**") and SCROOGE FROG PTE. LTD, a company incorporated in Singapore with company number 202316973H and registered office at 10 Anson Road, #20-05, International Plaza, Singapore, 079903 ("**ScroogeFrog**," "**Company**," "**we**," "**us**," or "**our**").

ScroogeFrog operates a comprehensive advertising network that facilitates connections between various types of advertisers and publishers globally, offering automated campaign management capabilities available at <https://adn.scroogefrog.com/> (the "**ScroogeFrog AdNetwork**"). Campaign management is conducted through individual User Accounts, and ScroogeFrog provides technological tools for such management. ScroogeFrog is not an advertising agency but rather an online service platform connecting advertisers with publishers who have available advertising inventory.

By clicking "I Accept," registering a User Account, depositing funds, launching a Campaign, or otherwise using our ScroogeFrog AdNetwork and/or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional guidelines that may apply.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SERVICES.

2. Definitions

"**Advertiser**" means any individual or entity that purchases advertising inventory through the ScroogeFrog AdNetwork to promote products, services, or content.

"**Advertising Materials**" or "**Ads**" means any advertising content provided by Advertisers, including banners, native ads, video content, text ads, and related promotional materials.

"**Campaign**" means specific advertising activities executed under these Terms with defined targeting parameters, budgets, and performance metrics.

"**Content**" means all text, graphics, images, music, software, audio, video, information, and other materials that can be included in the Campaign.

"**Publisher**" means any individual or entity that provides advertising inventory through the ScroogeFrog AdNetwork on their Sites.

"**Services**" means all services, features, tools, and functionality provided by ScroogeFrog through the ScroogeFrog AdNetwork, including but not limited to advertising inventory management, campaign creation and management, reporting, analytics, and technical support.

"Site" means digital platforms, including websites, mobile applications, and connected social media channels available for advertising.

"User Account" means the individual account created by a User on the ScroogeFrog AdNetwork for accessing and managing Services, including account credentials, settings, payment information, and activity history.

3. **Eligibility and Registration**

To use the ScroogeFrog AdNetwork and/or Services, you must be at least 18 years old or the age of majority in your jurisdiction and have full legal capacity to enter into binding agreements. You shall provide accurate, complete, and current registration information and maintain the security and confidentiality of your User Account credentials. You represent and warrant that you are not subject to any sanctions or restrictions under applicable laws.

Publishers must own or have legal rights to monetize their Sites with legitimate, quality traffic. Publishers shall comply with content standards and technical requirements, preferably operate news-focused publications for optimal performance, and implement proper privacy policies and user disclosures in accordance with applicable data protection laws.

Advertisers must have legal authority to advertise their products or services, provide accurate campaign information and creative materials, maintain sufficient funds for campaign execution, and comply with applicable advertising laws and regulations in target jurisdictions. You represent and warrant that you possess all necessary rights, permits, and licenses to initiate and manage advertising campaigns and to display advertisements and operate your Sites and business activities in the selected jurisdictions.

If you are an agent or employee of an entity, you represent and warrant that: (i) you are authorized to accept the terms of these Terms on such entity's behalf and to bind such entity, and (ii) such entity has full power, corporate or otherwise, to accept these Terms and perform its obligations hereunder.

Membership is free and personal to the registered user. You may not create multiple User Accounts or transfer your User Account without prior written consent from ScroogeFrog. False or misleading information may result in immediate User Account termination at ScroogeFrog's sole discretion.

4. **ScroogeFrog AdNetwork Services**

ScroogeFrog provides Publishers with access to advertising inventory monetization opportunities, transparent statistics and real-time reporting through the ScroogeFrog AdNetwork, multiple ad formats including news feed, in-article, and IAB standard banners, RPM-based optimization and machine learning algorithms, self-optimized advertising network functionality, payment arrangements as specified in separate publisher agreements, and technical support and User Account management.

ScroogeFrog provides Advertisers with access to publisher inventory across target markets, campaign creation, management, and optimization tools, performance

tracking, analytics, and detailed reporting, advanced targeting capabilities and audience segmentation, access to audiences interested in supplements, investments, showbiz, and e-commerce verticals, and flexible payment models and budget management.

Payment terms, models, and compensation structures for Publishers shall be governed by separate agreements executed between ScroogeFrog and individual Publishers. Such agreements may include various compensation models based on performance metrics, traffic quality, and other factors as mutually agreed upon by the parties.

The information contained on the ScroogeFrog AdNetwork is provided on an "as is" basis and for general information purposes only. Whilst we endeavour to keep the information current and accurate, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the ScroogeFrog AdNetwork and/or Services or the information, products, Services, or related materials contained therein for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

ScroogeFrog shall provide Users with reasonable advance notice of any planned maintenance or technical work on its servers, typically at least twenty-four (24) hours in advance where practicable.

5. User Obligations

All Users must provide accurate, current, and complete information and comply with all applicable laws, regulations, and industry standards. Users shall respect intellectual property rights and third-party rights, maintain User Account security and immediately report unauthorized access, use the ScroogeFrog AdNetwork and/or Services in good faith and for legitimate business purposes, and report suspicious activities, violations, or security concerns to ScroogeFrog.

Publishers must ensure content quality, legitimacy, and compliance with applicable laws and implement all materials and widgets according to technical specifications and requirements provided by ScroogeFrog. Publishers shall maintain Sites functionality and acceptable user experience standards, provide legitimate, non-fraudulent traffic from real users, comply with data protection laws and maintain proper privacy policies, refrain from engaging in click fraud, artificial traffic generation, or manipulation, and respond to ScroogeFrog notifications within 24 hours when required.

Advertisers must ensure that Content complies with applicable laws and regulations and provide truthful, accurate, and non-misleading information about products and services. Advertisers shall respect user privacy and comply with data protection requirements, maintain adequate funding for campaign execution, comply with targeting restrictions and content guidelines established by ScroogeFrog, and refrain from engaging in malicious, harmful, or deceptive advertising practices. Advertisers accept and acknowledge full responsibility in the event that the Content in a Campaign would be deemed invalid or illegal in any applicable jurisdiction. You agree not to

permit any third parties to place Ads that violate legislative requirements or ethical and moral standards. You shall bear all expenses and losses incurred from your illegal use of copyrighted materials, including Ads, trademarks, and other intellectual property.

6. Content Standards and Restrictions

ScroogeFrog maintains flexible Content standards whilst requiring compliance with applicable laws. The following Content is strictly prohibited: content involving minors in inappropriate contexts, illegal products or services under applicable laws, Content promoting violence, terrorism, or illegal activities, malware, viruses, or harmful software, content infringing intellectual property rights, fraudulent, deceptive, or misleading claims, Content violating consumer protection laws, and unauthorized use of third-party trademarks or copyrights.

ScroogeFrog reserves the right to review and approve Content at its sole discretion. Content standards may vary by jurisdiction and target audience, and ScroogeFrog may reject Content without detailed explanation. Advertisers must ensure compliance with local laws in target markets and acknowledge that Content approval does not constitute legal advice or guarantee compliance with applicable regulations. ScroogeFrog expressly disclaims any responsibility in relation to any claims made regarding Ads, Campaigns, or any Content, or any claims made regarding the publication of such Ads, Campaigns, or Content on any Sites.

7. Payment Terms and Financial Arrangements

7.1. Publisher Payments

Payments shall be processed according to the terms specified in separate agreements between ScroogeFrog and the Publisher. Payments may be withheld for traffic quality issues, these Terms violations, or breach of the separate agreement between ScroogeFrog and the Publisher.

7.2. Advertiser Payments

Campaign costs are charged according to selected payment models, and pre-payment is required for most campaigns unless credit arrangements are approved by ScroogeFrog. All charges are generally non-refundable once traffic delivery begins. Additional fees may apply for currency conversions and payment processing, and minimum deposit requirements may apply based on User Account status and history.

7.3. Payment Disputes and Adjustments

Payment disputes must be reported within 30 days of payment date. ScroogeFrog reserves the right to adjust payments for invalid traffic, fraud, or Terms violations. All payment calculations are based on ScroogeFrog's tracking and reporting systems. Third-party verification may be used to resolve significant discrepancies at ScroogeFrog's discretion.

7.4. Right to Discontinue and Withhold Payment

ScroogeFrog reserves the right to discontinue the ScroogeFrog AdNetwork and/or Services, withhold payment at any time, and terminate these Terms

without liability to Users in case of material breach of these Terms by the User or its associates. The parties agree that any form of fraudulent or illegal activity, or any violation of applicable laws and regulations, shall be deemed a material breach of these Terms.

8. **Intellectual Property Rights**

The ScroogeFrog AdNetwork, including software, designs, algorithms, and proprietary technology, is owned by ScroogeFrog and protected by intellectual property laws. Users receive a limited, non-exclusive, revocable license to use the ScroogeFrog AdNetwork and/or Services solely for the purposes set forth in these Terms.

Users retain ownership of their original Content but grant ScroogeFrog a worldwide, non-exclusive, royalty-free license to use, display, distribute, and modify such content as necessary for ScroogeFrog AdNetwork operations and service provision.

Advertisers must have proper rights to all Content and warrant non-infringement of third-party rights. Advertisers shall indemnify ScroogeFrog against intellectual property claims related to their Content and acknowledge that ScroogeFrog does not review or verify the ownership or licensing of advertising materials.

9. **Privacy and Data Protection**

Data collection and processing are governed by [ScroogeFrog's Privacy Policy](#) which is incorporated by reference into these Terms. Users consent to data practices described in the Privacy Policy by using the ScroogeFrog AdNetwork and/or Services. Users must maintain compliant privacy policies, obtain necessary consents, and comply with applicable data protection laws including the General Data Protection Regulation where applicable. Users acknowledge that they are responsible for ensuring their own compliance with privacy and data protection requirements in their respective jurisdictions.

10. **Fraudulent Activity and Enforcement**

Strictly prohibited activities include artificial traffic generation through bots, scripts, or automated tools, click fraud, impression fraud, or conversion fraud, multiple User Account creation to circumvent restrictions, use of stolen or unauthorized payment methods, misrepresentation of traffic sources or quality, and manipulation of tracking or reporting systems. ScroogeFrog employs advanced fraud detection systems and reserves the right to monitor traffic quality and user behaviour, implement additional verification requirements, suspend or terminate User Accounts suspected of fraudulent activity, withhold payments pending investigation, and pursue legal action for fraudulent activities.

Violations may result in immediate User Account suspension or termination, forfeiture of unpaid earnings or User Account balances, legal action and claims for damages, reporting to relevant authorities, and permanent ban from the ScroogeFrog AdNetwork and/or Services.

11. User Account Termination and Suspension

Users may terminate User Accounts at any time with written notice to ScroogeFrog. Outstanding obligations survive termination, and Users remain liable for any unpaid fees or damages incurred prior to termination. ScroogeFrog may terminate or suspend User Accounts immediately for material breach of Terms not cured within a reasonable timeframe, fraudulent, illegal, or harmful activities, non-payment of fees, legal or regulatory requirements, or risk management or business reasons as determined by ScroogeFrog in its sole discretion, without prior notice, withhold any remuneration or User Account balance, and claim compensation for incurred losses and damages.

Upon termination, access to the ScroogeFrog AdNetwork and/or Services is immediately revoked, outstanding payments are processed according to these Terms, data retention is governed by the Privacy Policy, surviving provisions remain in effect, and ScroogeFrog has no obligation to provide service restoration.

12. Warranties, Disclaimers, and Limitations

12.1. User Warranties

Users warrant they have authority to accept these Terms, will comply with all Terms, and will not infringe third-party rights. Publishers warrant traffic legitimacy and content compliance, whilst Advertisers warrant content accuracy and legal compliance with applicable laws and regulations.

12.2. Service Disclaimers

Except for express warranties set forth herein and to the extent permitted by law, ScroogeFrog expressly disclaims all other warranties of any kind with respect to the ScroogeFrog AdNetwork and/or Services, whether express or implied, including without limitation any warranties for merchantability, fitness for a particular purpose, that the ScroogeFrog AdNetwork and/or Services will be uninterrupted, completely secure, or free of software errors. The ScroogeFrog AdNetwork and/or Services are provided "AS IS" without warranties of any kind. ScroogeFrog provides no guarantee of specific results, traffic levels, or revenue amounts.

12.3. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SCROOGEFROG BE LIABLE TO USERS WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT SCROOGEFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THESE TERMS, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN NO EVENT SHALL SCROOGEFROG'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS EXCEED THE AMOUNTS PAID BY USER IN THE 12 MONTHS PRECEDING THE CLAIM.

12.4. Performance Disclaimers

ScroogeFrog provides no guarantees regarding specific performance results or revenue generation, traffic quality or conversion rates, uninterrupted Service availability, compatibility with third-party systems, or achievement of business objectives.

13. Indemnification

Users agree to indemnify, defend, and hold harmless ScroogeFrog, its officers, directors, shareholders, successors, affiliates, employees, agents, and representatives from and against any and all costs, claims, demands, liabilities, expenses, losses, damages, and legal fees arising from any claims and lawsuits or proceedings for libel, slander, copyright, and trademark violation as well as all other claims resulting from participation in the ScroogeFrog AdNetwork, operation of Publisher's Sites submitted to ScroogeFrog for participation in the ScroogeFrog AdNetwork, or otherwise arising from a relationship with ScroogeFrog. Users also agree to indemnify ScroogeFrog for any legal fees incurred by ScroogeFrog, acting reasonably, in investigating or enforcing its rights under these Terms.

14. Dispute Resolution and Governing Law

14.1. Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles.

14.2. Jurisdiction and Dispute Resolution

Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales. The parties irrevocably submit to such jurisdiction.

14.3. Class Action Waiver

Users waive rights to participate in class actions, collective proceedings, or representative actions against ScroogeFrog to the extent permitted by applicable law.

14.4. Injunctive Relief

ScroogeFrog may seek injunctive relief in any court of competent jurisdiction for breaches involving intellectual property or confidential information without prejudice to any other rights or remedies.

15. Force Majeure

Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under these Terms due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labour disputes, pandemics, cyberattacks, or infrastructure failures (each, a "Force Majeure Event"), such party's performance shall be excused and the time for performance shall be extended accordingly provided that the party immediately takes all reasonably necessary steps to resume full performance. If such party remains

unable to resume full performance fifteen (15) days after the Force Majeure Event, the other party may terminate these Terms upon written notice.

16. Confidentiality

Users acknowledge that they may have access to confidential information of ScroogeFrog including, without limitation, product information, data, pricing, financial information, software, specifications, research and development, and proprietary algorithms. Users agree that they will not publish, disclose, or otherwise divulge or use for their own purposes any confidential information of ScroogeFrog without prior written approval. Users shall promptly notify ScroogeFrog if required to disclose confidential information by law or court order. Upon termination of these Terms, Users agree to return or destroy all confidential information of ScroogeFrog.

17. Compliance and Regulatory Matters

Users must comply with all applicable laws including advertising regulations, consumer protection laws, data protection requirements, and anti-money laundering provisions in their respective jurisdictions. Users represent and warrant they are not subject to economic sanctions and will not use the ScroogeFrog AdNetwork and/or Services for prohibited transactions or with sanctioned parties. ScroogeFrog may cooperate with regulatory authorities and law enforcement as required by law, court order, or regulatory request.

18. Miscellaneous Provisions

18.1. Entire Agreement and Amendments

These Terms, together with the Privacy Policy and any incorporated guidelines, constitute the entire agreement between the parties and supersede all previous agreements, oral or written, with respect to the subject matter of these Terms, unless a separate agreement is signed between ScroogeFrog and the Publisher. The information and documents provided by Publishers and Advertisers to ScroogeFrog, as requested in order to use the ScroogeFrog AdNetwork and/or Services, shall also be considered as part of these Terms.

ScroogeFrog may modify these Terms at any time by providing notice through the ScroogeFrog AdNetwork or by email. Continued use of the ScroogeFrog AdNetwork and/or Services following such notice constitutes acceptance of the modifications.

18.2. Severability

Should any of the provisions of these Terms be adjudged invalid or unenforceable by applicable law or court, such provisions shall be deemed severed from the remainder of these Terms and not affect the validity or enforceability of the remainder of these Terms. In that case, such provisions shall be changed and interpreted to achieve the purposes of those provisions as much as possible within the extent of relevant laws or judgment of the court.

18.3. Assignment

ScroogeFrog is hereby authorized to assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under these Terms without the prior

written consent of the other party, provided that the assignee shall assume all rights and obligations under these Terms.

Users shall not assign, sublicense, delegate, or otherwise transfer any of their rights or obligations.

18.4. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person (including by internationally recognised commercial delivery service), and on the day the notice is sent when sent by verified facsimile or email with confirmation receipt, if the time of transmission is during recipient's business day, or if not on the next business day thereafter, in each case to the respective parties at the postal or email addresses provided by them in writing. Either party may change its address by providing the other party with written notice of the change in accordance with this section.

18.5. Relationship of Parties

The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. These Terms will not be construed to create or imply any partnership, agency, joint venture, or formal business entity of any kind.

18.6. Waiver

No delay or failure by either party to exercise any right or remedy under these Terms will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

18.7. Survival

The following provisions shall survive termination or expiration of these Terms for any reason: payment obligations, intellectual property rights, confidentiality, warranties, indemnification, limitation of liability, and dispute resolution. All other rights and obligations of the parties under these Terms shall expire upon termination of these Terms, except that all payment obligations accrued hereunder prior to termination or expiration shall survive such termination.

19. Contact Information

For questions about these Terms or the ScroogeFrog AdNetwork:

SCROOGE FROG PTE. LTD

Address: 10 Anson Road, #20-05, International Plaza, Singapore, 079903

Email: adnetwork@scroogefrog.com

Website: <https://adn.scroogefrog.com/>

Last Updated: June 25, 2025

By using the ScroogeFrog AdNetwork and/or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

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