SAFADX AD EXCHANGE TERMS & CONDITIONS

SafAdX operates a technology platform (the "SafAdX Platform") that enables participants to engage in real-time auctions ("Auctions") for the placement of advertising across digital environments, including websites, mobile applications, connected TV, and telecom-enabled channels.

These Terms and Conditions apply to any entity accessing or using the SafAdX Platform. Together with any applicable commercial terms or insertion orders (the "Main Terms"), these General Terms constitute a binding agreement (the "Agreement").

By accessing the SafAdX Platform, the Company may participate as a Demand Partner (DSP Buyer), a Supply Partner (Publisher / SSP), or both.

1. Definitions

For purposes of this Agreement:

1.1

"Advertising" means any content intended for distribution across digital inventory.

1.2

"Ad Inventory" means advertising space made available by Supply Partners.

1.3

"Bid" means an offer submitted by a Demand Partner in an Auction.

1.4

"Demand Partner" means a DSP, advertiser, or agency bidding for Ad Inventory.

1.5

"Supply Partner" means a publisher or SSP providing Ad Inventory.

1.6

"SafAdX Platform" means the integrated DSP, SSP, and Exchange system operated by Safaricom.

1.7

"User" means any end user interacting with digital content where Advertising is displayed.

1.8

"User Data" means pseudonymised data associated with a User, including device or contextual data.

1.9

"Performance Data" means campaign performance metrics such as impressions, clicks, and conversions.

1.10

"Winning Bid" means the Bid selected by the SafAdX Platform in an Auction.

1.11

"Winning Bid Price" means the price payable for a Winning Bid.

1.12

"Data Protection Legislation" means applicable data protection laws, including the Kenya Data Protection Act, 2019.

2. SafAdX Platform

2.1 Access and Use

SafAdX grants the Company a limited, non-exclusive, non-transferable right to access and use the SafAdX Platform for:

- purchasing Ad Inventory; and/or
- supplying Ad Inventory.

2.2 Platform Ownership

All intellectual property rights in the SafAdX Platform remain the exclusive property of Safaricom. No ownership rights are transferred under this Agreement.

2.3 Restrictions on Use

The Company shall not:

- copy, modify, reverse engineer, or exploit the platform;
- introduce malicious code or interfere with platform functionality;
- submit fraudulent bids or misleading data;
- use the platform for unlawful purposes.

2.4 Suspension of Services

SafAdX may suspend or restrict access to the platform where necessary for:

- security reasons;
- breach of these Terms;
- suspected fraud or unlawful conduct.

3. Fees and Payments

3.1 Buyer Payments

Demand Partners shall pay the Winning Bid Price for all Winning Bids within agreed payment timelines.

3.2 Publisher Payments

Payments to Supply Partners shall be made:

- after receipt of funds from Demand Partners;
- subject to minimum thresholds and valid traffic verification.

3.3 Taxes and Charges

Each Party is responsible for its own taxes and costs unless otherwise agreed.

3.4 Reporting and Adjustments

All payments are based on SafAdX Platform reporting, which shall be the authoritative source. Adjustments may be made for:

- invalid traffic;
- discrepancies;
- fraud investigations.

4. Data Use

4.1 Permitted Use of Data

Participants may use data solely for:

- bidding decisions;
- campaign optimisation;
- reporting and analytics.

4.2 Restrictions on Data Use

Participants shall not:

- attempt to identify individual users;
- build user profiles outside permitted use;
- combine SafAdX data with external data to re-identify users.

4.3 Performance Data Use

Performance Data may be used:

- internally for optimisation;
- externally only in aggregated, anonymised form.

4.4 Data Protection Compliance

Each Party acts as an independent data controller and shall comply with applicable Data Protection Legislation.

4.5 Telco Data Safeguards

Where SafAdX leverages telecom-derived insights:

- such data shall be aggregated or pseudonymised;
- no identifiable subscriber data shall be shared;
- all processing shall comply with applicable law.

5. Traffic Quality and Fraud Prevention

5.1

Participants shall not engage in:

- fraudulent traffic generation;
- artificial impressions or clicks;
- deceptive ad placements.

5.2

SafAdX may:

- investigate suspected fraud;
- suspend accounts;
- invalidate impressions or transactions;
- rely on third-party verification tools.

5.3

Disputes relating to fraud shall be resolved in good faith, and where unresolved, may be referred to dispute resolution mechanisms under this Agreement.

6. Warranties and Disclaimers

6.1 Participant Warranties

Each Party represents that:

- it has the authority to enter into this Agreement;
- its content and activities comply with applicable laws;
- it will not infringe third-party rights.

6.2 SafAdX Warranties

SafAdX represents that it has the right to operate the platform.

6.3 Disclaimer

Except as expressly provided, the SafAdX Platform is provided "as is" without warranties of any kind, including:

- merchantability;
- fitness for purpose;
- uninterrupted availability.

7. Confidentiality

Each Party shall:

- keep confidential all non-public information;
- use such information only for purposes of this Agreement.

8. Limitation of Liability

8.1

Neither Party shall be liable for:

- indirect or consequential damages;
- loss of profits or business.

8.2

SafAdX’s total liability shall be limited to amounts paid under this Agreement in the preceding six (6) months.

9. Indemnity

Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") against any claims, losses, damages, liabilities, and costs arising from:

- breach of this Agreement;
- violation of applicable laws or regulations;
- infringement of third-party rights;
- misuse of the SafAdX Platform or data.

Provided that:

- the Indemnified Party promptly notifies the claim;
- the Indemnifying Party has control of the defence;
- the Indemnified Party cooperates reasonably.

This indemnity shall not apply to the extent the claim arises from the Indemnified Party's own negligence or breach.

10. Term and Termination

- 10.1. This Agreement shall commence on the date of acceptance and shall continue in full force and effect unless and until terminated in accordance with this Clause.
- 10.2. Either Party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party.
- 10.3. SafAdX may terminate or suspend this Agreement, or access to the SafAdX Platform, immediately and without notice where: there is a breach of this Agreement; non-payment or payment default occurs; fraud, misuse of the platform, or unlawful activity is suspected.
- 10.4. Upon termination: all outstanding payments shall become immediately due and payable; access to the SafAdX Platform shall cease forthwith; each Party shall return or securely delete confidential information in accordance with this Agreement; personal data shall be handled in accordance with applicable Data Protection Legislation and the Data Processing Agreement.

11. Payment Security and Timelines

Demand Partners shall pay all valid invoices within 30 days of invoice date.

To ensure payment security, SafAdX may require:

- prepayment;
- credit limits;
- security deposits; or
- bank guarantees (for high-volume clients).

Publisher payments shall be made:

- within 30–45 days after receipt of funds from Demand Partners;
- subject to fraud validation and reconciliation.

SafAdX may:

- suspend campaigns for non-payment;
- offset outstanding amounts against payable balances.

12. Termination

- Either Party may terminate this Agreement by giving 30 days' written notice.
- SafAdX may terminate or suspend immediately where there is breach of the Agreement, non-payment occurs, or fraud or unlawful activity is suspected.

- Upon termination: all outstanding payments become immediately due; access to the platform shall cease; and data shall be handled in accordance with the DPA.

13. Dispute Resolution

- The Parties shall first attempt to resolve any dispute amicably through good faith negotiations.
- If unresolved within 14 days, the dispute shall be referred to mediation.
- If mediation fails within 30 days, the dispute shall be finally resolved by arbitration in Nairobi in accordance with the Arbitration Act (Kenya).
- The arbitration shall be conducted by a single arbitrator, be in English, and be final and binding.

14. Miscellaneous

14.1 Independent Contractors

The Parties act as independent contractors.

14.2 Entire Agreement

This Agreement constitutes the entire understanding between the Parties.

14.3 Assignment

No assignment without prior written consent, except in corporate restructuring.

14.4 Governing Law

This Agreement shall be governed by the laws of Kenya.

14.5 Amendments

SafAdX may update these Terms from time to time. Continued use constitutes acceptance.

14.6 Force Majeure

Neither Party shall be liable for delays caused by events beyond reasonable control.

Data Processing Agreement (DPA)

This Data Processing Agreement forms part of the SafAdX Terms.

1. Roles of the Parties

Each Party acts as an independent Data Controller in respect of personal data processed through the SafAdX Platform. Where a Party processes personal data on behalf of another, it shall act as a Data Processor and comply with this Agreement.

2. Purpose of Processing

Personal data shall be processed solely for:

- delivery of advertising services;
- campaign execution and optimisation;
- reporting and analytics;
- fraud detection and prevention.

3. Data Protection Obligations

Each Party shall:

- comply with applicable Data Protection Legislation;
- implement appropriate technical and organisational measures;
- ensure confidentiality of personal data;
- process data only for permitted purposes.

4. Sub-Processors

Where a Party engages third parties:

- it shall ensure equivalent data protection obligations;
- it remains responsible for their compliance.

5. Cross-Border Transfers

Where personal data is transferred outside Kenya, appropriate safeguards shall be implemented, including standard contractual clauses.

6. Data Subject Rights

Each Party shall cooperate in responding to:

- access requests;
- correction or deletion requests;
- regulatory inquiries.

7. Data Breach

Each Party shall:

- notify the other without undue delay of any data breach;
- take steps to mitigate and remediate the breach.

8. Retention and Deletion

Data shall be retained only as necessary and securely deleted thereafter.