Vudoo and Amazon Publisher Services, Connections Marketplace Terms and Conditions

Version: 1.0   Updated: 7th April 2025

1. Definitions

- **"Vudoo"**: Refers to Vudoo Pty Ltd, with its principal place of business at 71 Gipps Street, Collingwood, Victoria 3066, Australia .
- **"Publisher"**: Refers to the entity that owns or controls the website(s) or mobile application(s) integrating with Vudoo's services.
- **"APS"**: Refers to Amazon Publisher Services.
- **"Creative Commerce Media Product"**: Refers to Vudoo's technology and services that facilitate the integration of commerce-related advertisements and content.
- **"Header Bidding"**: Refers to the programmatic advertising technique where publishers offer inventory to multiple ad exchanges simultaneously.
- **"Inventory"**: Refers to the ad space available on the Publisher's website(s) or mobile application(s).
- **"Data"**: Refers to any information collected or processed by Vudoo or the Publisher in connection with the services, including but not limited to user data, impression data, and performance data.
- **"Agreement"**: Refers to these Standard Terms and Conditions.

2. Scope of Services

- Vudoo will provide the Publisher with access to its Creative Commerce Media Product through the APS header bidding solution, enabling the Publisher to integrate commerce-related advertisements and content into its Inventory.
- The Publisher will integrate Vudoo's code and configurations as provided by Vudoo into its APS setup.
- Vudoo will use reasonable efforts to ensure the proper functioning of its Creative Commerce Media Product.
- The placement, look, and feel of the commerce media product within the publisher's inventory is ultimately the publisher's responsibility.

3. Publisher Obligations

- The Publisher warrants that it has the full right and authority to enter into this Agreement and to grant Vudoo the rights specified herein.
- The Publisher will comply with all applicable laws and regulations, including but not limited to privacy laws and advertising regulations.
- The Publisher will provide accurate and complete information to Vudoo.
- The Publisher will maintain the confidentiality of any login credentials or other sensitive information provided by Vudoo.
- The publisher will not intentionally manipulate or inflate impression or click data.
- The publisher will provide Vudoo with all necessary data and information to enable the commerce media product to operate correctly such as but not limited to vendor name, vendor preferred commerce stack, product identifiers for commerce and the creative assets and briefing notes.

4. Vudoo Obligations

- Vudoo will provide the Publisher with technical support as reasonably required.
- Vudoo will use reasonable efforts to protect the Publisher's Data in accordance with its privacy policy.
- Vudoo will provide reporting and analytics related to the performance of the Creative Commerce Media Product.

5. Data and Privacy

- The Publisher and Vudoo will comply with all applicable data protection and privacy laws, including but not limited to GDPR, CCPA, etc.
- The Publisher is responsible for obtaining all necessary consents from users for the collection and processing of Data and passing on consent signals to Vudoo.
- Vudoo will honor all consent signals as required by the applicable law. Vudoo will receive a signal including the US Privacy String, the IAB GPP, or other global privacy signals and determine the permitted purposes for processing
- Vudoo will process Data in accordance with its privacy policy, which is available at https://vudoo.com/privacy-policy/.
- The Publisher agrees to allow Vudoo to collect and use necessary data to operate the commerce media product.
- Both parties agree to implement appropriate security measures to protect Data.

- Each party shall protect the other's Confidential Information, with at least the same level of security it applies to its own Confidential Information. Confidential Information may only be used to fulfill obligations under these terms and must not be disclosed to third parties without prior consent.
- Vudoo will notify Publisher of any breach or security incident in regards to Publisher's data without undue delay.

6. Payment Terms

- The publisher will pay Vudoo a CPM rate based on views of the Creative Commerce Media Product. The Publisher will also pay a Creative Services fee for the Managed Service component which means Vudoo builds the creative to be served based on a brief from the Publishers. Payments will be made monthly within 30 days of the end of the calendar month.
- Publisher to provide impressions and view data to Vudoo for verification.
- All payment disputes must be submitted in writing within 5 days of the invoice date.

7. Intellectual Property

- Vudoo retains all intellectual property rights in its Creative Commerce Media Product.
- The Publisher retains all intellectual property rights in its Inventory.
- The Publisher grants Vudoo a non-exclusive, royalty-free license to use its Inventory for the purpose of providing the services under this Agreement.

8. Term and Termination

- This Agreement will commence on the date of acceptance and will continue until terminated by either party.
- Either party may terminate this Agreement upon 7days written notice.
- Either party may terminate this Agreement immediately if either party breaches any material term of this Agreement.
- Upon termination, the publisher must remove all Vudoo code from its inventory.
- Upon termination, any outstanding payments will be settled.

9. Limitation of Liability

- In no event shall either party be liable to the other, regardless of the form of action, whether in contract, tort or otherwise, for any lost profits, business interruption, or for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to this agreement, even if such party has been advised of the possibility of such damages. Except to the extent otherwise expressly provided herein, neither party's maximum aggregate liability under, arising out of or relating to this agreement shall exceed:

    I. In respect of a claim in relation to breach of applicable laws (including Privacy Act), $AUD1,000,000;

    II. For all other claims, an amount equal to the total fees paid to Vendor by Customer (including its Affiliates) in the 12 months prior to the date the liability first arose.

Nothing in this Agreement shall exclude or limit either party's (or their Affiliates') liability for matters which cannot be excluded by law, breaches of their respective confidentiality, and indemnification obligations (excluding breach of applicable law) herein, or such party's (or its Affiliates') gross negligence or wilful misconduct.

If applicable law implies a condition, warranty or guarantee that cannot be excluded, Vendor's liability in respect of any of those is limited to the resupply of the Platform and associated services outlined in the Schedules or Attachments or the payment of the cost of having them resupplied.

10. Indemnification

- The Publisher agrees to indemnify and hold Vudoo harmless from any claims arising from the Publisher's breach of this Agreement.
- Vudoo agrees to indemnify and hold the Publisher harmless from any claims arising from Vudoo's breach of this Agreement.

11. Confidentiality

- Both parties agree to maintain the confidentiality of any confidential information disclosed by the other party.

- This obligation will survive the termination of this Agreement.

12. Governing Law and Dispute Resolution

- This Agreement will be governed by the laws of the country where the Publisher is registered.
- Any disputes arising under this Agreement will be resolved through Mediation.

13. Entire Agreement

- This Agreement sets out the summary of services to be provided, however a final term sheet together with a Platform and/or Platform and Creative Services will be finalised.

14. Amendments

- Any amendments to this agreement must be in writing and signed by both parties.

15. Force Majeure

- Neither party will be liable for delays or failures to perform its obligations under this agreement due to events beyond its reasonable control.

Acceptance

By integrating Vudoo's code into your APS header bidding setup, you acknowledge that you have read, understood, and agree to be bound by these Standard Terms and Conditions.