

ScroogeFrog Terms and Conditions

This agreement (the "Agreement") is entered into between you ("Customer," "you" and "your") and Scrooge Frog OÜ ("ScroogeFrog", "we", "us" or "our"), outlining the terms and conditions for your use of this website ai.scroogefrog.com (the "Website") and any of ScroogeFrog's Service, as defined below.

By accessing the Website or using any portion of the Services, you agree to the terms and conditions of this Agreement, and you confirm that: (i) you have reached the age of majority according to the applicable laws; (ii) you are not subject to any export controls, trade or economic sanctions, embargoes, or similar laws, regulations, rules, orders, or requirements, including those of the UN, UK, and the EU; (iii) you are not located in a country that is under a United States government embargo or has been identified by the United States government as a country that supports terrorism; (iv) you do not appear on any United States government list of restricted or prohibited parties. Otherwise, you should not access the Website or use any portion of the Services.

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

The provision of personal information via the Website and its collection, use, and sharing by the ScroogeFrog is regulated by the Privacy Policy, which is included in this Agreement by reference.

By entering into this Agreement, you also acknowledge and agree to the Data Processing Agreement ("DPA"), which is attached to this Agreement and incorporated herein by reference.

1. Definitions

- **Account:** Refers to the Customer's ScroogeFrog account, which provides access to the Service.
- **Aggregated Data:** Refers to data and information related to the End Users and/or Customer's use of the Service that ScroogeFrog uses in an aggregate and anonymized manner. This includes the compilation of statistical and performance information related to the provision and operation of the Service.
- **Advertising Platform:** Any third-party advertising platform that is compatible with the Service, that through integration with the Services allows ScroogeFrog to monitor and report on advertising campaigns.
- **Analytics Data:** Any reports, analytics, metrics, or other information generated by the Service and provided to the Customer for their use
- **Authorised User:** Any person (i) who is authorised to access and use the Service under the rights granted to the Customer under this Agreement, and (ii) for whose usage of the

Service the Customer remains solely responsible. The number of Authorised Users will be as agreed during the signup or any other written agreement between the Customer and ScroogeFrog.

- **Customer Ads:** Any digital advertisements that you create, manage, and run using the Advertising Platform, which are configured to be analysed through the Service.
- **Customer Data:** Any information, data, and other content submitted, posted, or otherwise transmitted by or on behalf of you or an Authorised User through the Service, including the data about the End Users but excluding Aggregated Data.
- **End Users:** Individuals or automated entities that click on Customer Ads, either legitimately or fraudulently and/or visit the Customer's website or another Customer-owned webpage (i.e. mobile app, Facebook, Instagram, or TikTok account, etc.).
- **ScroogeFrog Code:** ScroogeFrog's proprietary software code, which must be installed on the Customer's website or another Customer-owned webpage (i.e. mobile app, Facebook, Instagram, or TikTok account, etc.) to enable and facilitate the Service.
- **ScroogeFrog IP:** Refers to the Service, the ScroogeFrog Code, ScroogeFrog Service Documentation, and all intellectual property provided to you or any Authorised User, including Aggregated Data. It does not include Customer Data. For simplicity, ScroogeFrog may refer to "ScroogeFrog IP" as "our intellectual property."
- **ScroogeFrog Service Documentation:** Any user manuals, handbooks, or guides relating to the Service provided by ScroogeFrog to the Customer.
- **Service:** The suite of services, tools, and software provided by ScroogeFrog and available on the Website, including but not limited to fraud detection, ad monitoring, and reporting features.

2. Registration and User Account

2.1. To access the Service, you must first register by completing an online application form, providing all required information accurately and fully. Inaccurate information or incomplete applications may result in delays, denial of access, or termination of your Account at ScroogeFrog's discretion. ScroogeFrog reserves the right to decline any registration request or cancel any Account that breaches the Agreement.

2.2. Your login to the Service is authenticated via username and password. It is your responsibility to maintain the confidentiality of these credentials. ScroogeFrog strongly recommends that you update your password regularly to ensure Account security. You are responsible for all activities that occur under your Account, and you must notify ScroogeFrog immediately of any unauthorised use or security breach.

2.3. The Service is compatible only with specific Advertising Platforms, as determined by ScroogeFrog. You are responsible for securing and managing your own advertising campaigns on the Advertising Platform, at your own expense. ScroogeFrog does not assist with negotiating, setting up, or managing your advertising campaigns or relationships with third-party platforms.

2.4. It is recommended that you log into the Service frequently to review your Account status, performance data, and Analytics Data. ScroogeFrog is not liable for any loss or damage resulting from your failure to monitor your Account regularly.

3. Use of the Service

3.1. Upon successful registration and payment of applicable fees, as specified in Section 4 of this Agreement, you are granted a non-exclusive, non-transferable right to use the Service, ScroogeFrog Code, and Results Data for your internal business purposes. The Service is provided "as-is," and ScroogeFrog grants no additional warranties beyond those expressly stated in this Agreement.

3.2. You may install the ScroogeFrog Code on websites or other webpages that you legally own or control. Installing the ScroogeFrog Code on websites owned or controlled by third parties, or on websites where you do not have permission to do so, constitutes a violation of this Agreement and may result in termination of your access to the Service.

3.3. The Customer must ensure that its use of the Service complies with all applicable laws and regulations, particularly those concerning data protection, user privacy, and intellectual property rights. You are solely responsible for ensuring compliance with any legal obligations that apply to your use of the Service.

3.4. Customer shall not (a) make or give any representations, warranties or similar promises about the Service to any third party, including its End Users, unless otherwise agreed to with ScroogeFrog in writing, (b) make the Service available to, or use the Service for the benefit of, anyone other than Customer or its Authorised Users, (c) access, store, distribute or transmit any software, code, file or program which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment, network or any other service or device through the Service, (d) reverse engineer, modify, adapt, copy, duplicate, reproduce, create derivative works from, frame, mirror, hack, or otherwise attempt to gain unauthorised access to the Service or its related systems or networks, (e) sublicense, resell, timeshare, or similarly exploit the Service, (f) access the Service in order to build a competitive product or service, or (g) authorise or permit the End Users, Authorised Users or any third party to engage in the aforementioned activities.

3.5. The Service is provided for the sole purpose of assisting you in detecting click fraud and improving the performance of your advertising campaigns. Any misuse or abuse of the Service, including but not limited to using it for unauthorised or unlawful purposes, will result in termination of this Agreement and may result in legal action.

4. Fees and Payments

4.1. Subscription fees (the "Fees") are payable in advance, based on the pricing plan selected during registration.

4.2. You will automatically receive a 14-day trial period. Following the trial, you will be automatically billed the agreed-upon Fee for your selected subscription using the payment details you provided. You have the option to cancel your subscription at any time before the trial period concludes

4.3. ScroogeFrog reserves the right to update the Fees at any time, with notice provided to you prior to the implementation of any pricing adjustments. If you do not agree to the changes, you may cancel your subscription before the next billing cycle. Continuing to use the Service after the changes are implemented will constitute acceptance of the updated Fees.

4.4. Subscriptions will automatically renew at the end of each billing cycle unless you provide written notice of cancellation 30 days prior to the last day of your subscription term. Failure to cancel the subscription before the next cycle will result in the Fees being automatically charged to your Account.

4.5. If your usage of the Service approaches the limits of your subscription plan, the Service will be suspended. You will receive prior notifications via the Service and email, informing you that you are nearing your usage limit. The Service will remain suspended until you either upgrade your subscription plan or the next billing cycle commences.

4.6. All Fees are quoted in USD, are net and additional to any applicable statutory sales tax, and must be paid via available payment methods. ScroogeFrog may add or remove payment methods at its sole discretion, without prior notice. You are responsible for ensuring that your payment information is accurate and up-to-date at all times.

4.7. Payments for each subscription cycle are due upfront, and any overage fees or additional charges will be billed at the end of the cycle. If you choose to pay via the invoice, payment must be made within 14 days of the invoice date. Subscriptions are non-cancellable and all payments are non-refundable, and you remain responsible for paying all Fees, even if you do not use the Service during the subscription period.

4.8. Fees that cannot be charged to your Account, for any reason, are considered overdue. Failure to pay overdue Fees within ten (10) days may result in suspension of your access to the Service and/or termination of this Agreement. Interest and legal fees may be applied to overdue payments at ScroogeFrog's discretion.

5. Access Rights

5.1. By entering into this Agreement, you grant ScroogeFrog access to your Advertising Platform administrator account solely for the purpose of providing the Service. ScroogeFrog will use this access to monitor, report, and, if necessary, assist in the management of your advertising campaigns in connection with click fraud detection and ad performance monitoring.

5.2. ScroogeFrog may access your Account to ensure proper operation, address technical or billing issues, and provide customer support. ScroogeFrog's access is limited to these purposes and does not extend to unauthorised use of your data or information.

5.3. You bear sole responsibility for how you use the Analytics Data provided by the Service, as well as any resulting actions, decisions, or consequences arising from its use. ScroogeFrog is not responsible for any business decisions, outcomes, or losses that result from your use of the Analytics Data.

6. Term and Termination

6.1. The Term of this Agreement begins on the date of your Account registration and continues until your subscription is terminated or cancelled, in accordance with the terms of this Agreement.

6.2. ScroogeFrog reserves the right to terminate your subscription at the end of a billing cycle, with prior notice. Either party may also terminate this Agreement in the event of a material breach that remains uncured after proper notice is provided.

6.3. Upon termination of this Agreement, you are required to discontinue all use of the Service and remove any ScroogeFrog Code from your website or other webpage owned by you. ScroogeFrog will deactivate your Account and delete any data associated with your use of the Service after a reasonable period unless otherwise required by law. If the ScroogeFrog Code is not fully removed from the Customer's website or other Customer-owned webpages immediately upon termination of the Agreement, ScroogeFrog reserves the right to charge the agreed-upon Fees for the period during which the ScroogeFrog Code remains active. Removal of the ScroogeFrog Code will be considered incomplete if, among other things, data continues to be transmitted from the Customer's website or the other Customer-owned webpage to ScroogeFrog's servers. Fees will continue to apply until all such transmissions cease and the ScroogeFrog Code is entirely removed.

6.4. Termination of this Agreement does not release you from any obligation to pay outstanding Fees or settle any overdue payments that accrued before termination. Additionally, any accrued rights and obligations will survive the termination of this Agreement.

7. Support and Maintenance

7.1. ScroogeFrog will provide reasonable support to ensure the Service remains operational, including addressing technical issues or malfunctions. However, ScroogeFrog does not guarantee that all click fraud incidents will be detected or prevented.

7.2. ScroogeFrog customer support may be reached through the support ticketing system available on our website or through the email address: antifraud@scroogefrog.com

7.3. ScroogeFrog provides customer support for registered users during specified business hours. Support requests are handled on a first-come, first-served basis, and response times may vary depending on the nature of the issue.

7.4. While ScroogeFrog strives to resolve support issues promptly, there is no guarantee of problem resolution within a specific time frame. ScroogeFrog's liability for unresolved issues is limited, as outlined in the Limitation of Liability section.

7.5. ScroogeFrog may update or improve the Service from time to time without prior notice. If any updates require an amendment to this Agreement, ScroogeFrog will notify you, and your continued use of the Service will constitute acceptance of the updated terms.

8. Confidential Information

8.1. ScroogeFrog may disclose information regarding its business operations, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary details (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is:

- Publicly Available;
- Already known to you or any of your Authorised Users at the time of disclosure;
- Rightfully obtained from a third party without confidentiality restrictions; or
- Independently developed by you or any of your Authorised Users.

8.2. You agree not to disclose ScroogeFrog's Confidential Information, except to your employees or Authorised Users who require access to such information to exercise your rights or fulfil your obligations under this Agreement.

8.3. Upon expiration or termination of this Agreement, you shall promptly return or destroy all copies of Confidential Information, whether in written, electronic, or other forms, and provide written certification of such destruction.

8.4. Your obligations regarding Confidential Information shall commence once you enter this Agreement and will remain in effect for five (5) years from the date of disclosure. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of nondisclosure will survive the termination or expiration of this Agreement for as long as such information remains a protected trade secret.

9. Intellectual Property Ownership

9.1. You acknowledge that ScroogeFrog retains all rights, title, and interest in and to ScroogeFrog IP, including any third-party software or services incorporated into the Service. All rights not expressly granted in this Agreement are reserved by ScroogeFrog.

9.2. You own all rights, title, and interest in and to Customer Data. By using the Service, you grant ScroogeFrog a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use Customer Data as necessary to provide the Service. You also grant ScroogeFrog a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use Customer Data in an aggregated and anonymized form as part of Aggregated Data.

9.3. If you or any of your Authorised Users, employees or contractors provide feedback, suggestions, or recommendations regarding ScroogeFrog's intellectual property, ScroogeFrog shall have the right to use such feedback without any obligations or limitations. You hereby assign all rights, title, and interest in such feedback to ScroogeFrog, allowing it to utilise any ideas, concepts, techniques, or other intellectual property rights contained in the feedback for any purpose without attribution or compensation.

10. Usage of Aggregate Data

10.1. Notwithstanding any provisions to the contrary in this Agreement, ScroogeFrog may monitor your use of the Service and collect, compile, and analyse Aggregated Data. ScroogeFrog retains all rights, title, and interest in and to such Aggregated Data. The Aggregated Data does not identify you personally, nor any of your Authorised Users or End Users, and is used solely for the purpose of improving the Service and its functionalities.

10.2. You acknowledge and agree that ScroogeFrog may compile Aggregated Data based on Customer Data that you input into or generate through the Service. Furthermore, you acknowledge and agree that ScroogeFrog may make Aggregated Data publicly available in compliance with applicable laws and utilise it in any manner permitted under applicable laws

10.3. ScroogeFrog shall not disclose your proprietary data or any personally identifiable information of Authorised Users without your explicit consent, except as required by law. The aggregated information used for analysis shall be anonymized and treated in accordance with applicable data protection regulations.

11. WARRANTIES

11.1. SCROOGEFROG PROVIDES THE SERVICE ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCROOGEFROG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SCROOGEFROG DOES NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

11.2. WHILE SCROOGEFROG ENDEAVOURS TO PROVIDE ACCURATE AND RELIABLE OUTPUT, YOU ACKNOWLEDGE THAT THE RESULTS GENERATED THROUGH THE SERVICE MAY NOT ALWAYS BE COMPLETE OR FREE FROM ERRORS, PARTICULARLY REGARDING CLICK FRAUD DETECTION. YOU ARE RESPONSIBLE FOR VERIFYING ANY DATA OR ANALYTICS PROVIDED BY THE SERVICE BEFORE MAKING BUSINESS DECISIONS BASED ON THAT INFORMATION. YOU ALSO ACKNOWLEDGE THAT SCROOGEFROG SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS RECOMMENDATIONS PROVIDED ON THE BASIS OF UNTIMELY, INCOMPLETE, INACCURATE, FALSE OR MISLEADING INFORMATION PROVIDED BY THE CUSTOMER OR AUTHORIZED USERS.

12. Limitation of Liability

12.1. EXCEPT IN CASES OF FRAUD OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY TO THE OTHER SHALL EXCEED THE TOTAL AMOUNT PAID BY YOU TO SCROOGEFROG IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION APPLIES TO ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

12.2. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM.

12.3. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES IN THIS AGREEMENT ARE ESSENTIAL TO THE BASIS OF THE BARGAIN BETWEEN THEM. WITHOUT THESE LIMITATIONS, THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

13. Indemnification

13.1. You agree to indemnify, defend, and hold harmless ScroogeFrog and its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or in any way connected with your unauthorised use of the Service, your breach of this Agreement, or your violation of any applicable laws, or any rights of another party, including any intellectual property rights.

13.2. ScroogeFrog shall promptly notify you of any claim for which it seeks indemnification under Section 10. You shall have the right to assume the defence of any such claim, provided that ScroogeFrog may participate in such defence at its own expense.

13.3. You shall not settle any claim without ScroogeFrog's prior written consent, which shall not be unreasonably withheld. ScroogeFrog may, at its option, assume control of the defence of any claim for which indemnification is sought, and you shall cooperate with ScroogeFrog in the defence of such claim.

14. Miscellaneous

14.1. This Agreement shall be governed by and construed in accordance with the laws of Estonia with the explicit exclusion of the UN Convention on Contracts for the Sale of Goods. The exclusive place of jurisdiction for all disputes arising out of and/or in connection with the contract between ScroogeFrog and the Customer is, to the extent permitted by law, Tallinn, Estonia.

14.2. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

14.3. This Agreement, along with any documents incorporated by reference, constitutes the entire agreement between you and ScroogeFrog regarding the subject matter herein and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. If there's a written agreement signed between you and ScroogeFrog, such written agreement shall prevail over this Agreement.

14.4. ScroogeFrog reserves the right to amend this Agreement at any time by providing notice to you. Your continued use of the Service after such changes constitutes your acceptance of the revised terms.

14.5. You may not assign or transfer your rights or obligations under this Agreement without prior written consent from ScroogeFrog. ScroogeFrog may assign its rights and obligations under this Agreement at any time without notice to you.

14.6. Unless you otherwise indicate in writing, ScroogeFrog will communicate with you by email, regular mail or by providing communications through the Service. You consent to receive communications from us electronically, and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to ScroogeFrog within your Account or when we provide you such communication through the Service. You should keep your email address updated in your account and regularly check this website for postings. If you fail to respond to an email message from ScroogeFrog regarding the violation, dispute, or complaint within 2 (two) business days, we will have the right to terminate or suspend your account. All notices to ScroogeFrog intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by means evidenced by a delivery receipt to the following address: 1 Ilmatsalu tn 36-24 Tartu 50408, Estonia, or via email to antifraud@scroogefrog.com

14.7. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision in this Agreement. Any waiver must be in writing and signed by both parties.

