



Terms of Service

Effective Date: 8 April 2026

These Terms of Service ("Terms") govern the use of the myGaru platform ("Platform") by any entity ("Platform User") that accesses, integrates with, or otherwise utilises any component or functionality of the Platform, including but not limited to the Data Clean Room Service, Onion ID Service, Media Execution Service, Inventory Monetisation Service, or Message Distribution Service. These Terms apply irrespective of whether access is granted directly by MyGaru or via an Authorised Operator. For the purposes of these Terms, all references to "MyGaru" shall be understood as referring to Mygaru OU, or any affiliated legal entity that may in future be designated by Mygaru OU as the holder of intellectual property rights to the Platform and the entity responsible for its legal and commercial governance. MyGaru is the only party authorised to amend or supplement these Terms, to establish direct contractual relationships with Platform Users, and to appoint Authorised Operators who may provide access to the Platform or act on MyGaru's behalf under separate agreements. By accessing or using the Platform in any manner, the Platform User agrees to be legally bound by these Terms.

1. Scope and Applicability

These Terms apply to all use of the MyGaru Platform, including but not limited to:

- the Data Clean Room Service;
- the Inventory Monetisation Service;
- the Media Execution Service;
- the Message Distribution Service;

- the Onion ID Service.

These Terms are binding on the Platform User and all its Authorised Users and govern the technical and procedural use of the Platform.

2. Definitions

Capitalised terms used in these Terms shall have the meanings set out below.

Additional definitions may appear in any applicable agreement entered into between the Platform User and MyGaru or an Authorised Operator of the Platform, including but not limited to licensing agreements, Order Forms, or other commercial contracts.

"Authorised Operator" means any entity that has been expressly authorised by MyGaru to operate, distribute, or integrate the Platform within a specific territory, market or commercial context, including the right to offer access to the Platform and enter into commercial agreements with Platform Users, but excluding any right to alter the structure or legal governance of these Terms.

"Authorised User" is an individual with Platform access credentials granted by the Platform User, acting on behalf of it.

"Customer Data" means all data elements provided to the Platform by or on behalf of the Platform User, including any personal data or behavioural information relating to data subjects. This includes data configured or uploaded within the Platform, as well as data collected via Platform-integrated tools (including the Onion ID service) operating on the Platform User's authorised Digital Properties.

"Data Clean Room Service" is a secure, privacy-compliant environment within the Platform that enables collaborative anonymised analytics and ad targeting based on anonymised audience overlap analysis without exposure of personal data.

"Digital Properties" means websites, mobile applications, email marketing interfaces, retail or point-of-sale terminals, and other internet-connected environments or digital assets that are owned, operated, or lawfully controlled by the Platform User and are integrated with the Platform for the purposes of data collection, advertising delivery, or analytics.

"Inventory Monetisation Service" means the provision of a service via the Platform that enables Platform Users to monetise their authorised Digital Properties by hosting advertising messages, push notifications, or other communication formats delivered on behalf of other Platform Users through the Media Execution Service.

"Media Execution Service" means the provision of a unified digital advertising service via the Platform that enables Platform Users to plan, purchase, and deliver advertising campaigns across:

- programmatic inventory (including real-time bidding environments),
- directly negotiated media deals (including guaranteed or preferred deals with publishers),
- integrated third-party media platforms (such as social networks and search engines) via authorised APIs, and
- Platform User-owned Digital Properties, where delivery is enabled via MyGaru's technical integrations, including the triggering of in-app advertising messages and push notifications.
- messaging-based channels such as SMS or email, where delivery of marketing communications is technically facilitated by the Platform on behalf of the Platform User and subject to applicable consent requirements.

"Message Distribution Service" means a service offered by a Platform User via the Platform that enables other Platform Users to deliver advertising messages through communication channels such as SMS, push notifications, or email, using the technical infrastructure, capacity, or integrations controlled or operated by the providing Platform User or its authorised intermediaries.

"Onion ID Service" is a privacy-first identity framework enabling pseudonymous identification and behavioural data collection from authorised Digital Properties, subject to user consent.

"Order Form" is a binding commercial agreement between a Platform User and MyGaru or an Authorised Operator, which sets out the commercial terms and conditions applicable to the Platform User's access to and use of the Platform.

"Retail Media Inventory" means designated advertising placements or messaging channels within the Platform User's Digital Properties (as defined herein) that are made available for advertising delivery on behalf of other Platform Users under agreements integrated via the Platform. This includes, without limitation, in-app banners, push notifications, or other monetisable formats offered through the Platform for paid or attributed delivery.

"Service Data" means metadata and/or de-identified and/or aggregated data relating to the Platform, its usage, performance, or interactions by Platform Users and Authorised Users, which does not include personally identifiable information.

3. Authorised Access and Use

All plans are billed monthly. The Platform User confirms that all Authorised Users acting on its behalf are legally authorised to enter into binding agreements and are not individuals previously suspended or barred from using services of this type. The Platform User shall not (and shall not permit any third party to):

- sell, rent, lease, license, sublicense, distribute or otherwise make available the Platform or any part thereof to any third party, except as expressly authorised by MyGaru or its Authorised Operator;
- incorporate the Platform into a competitive or substantially similar cloud-based solution for the benefit of third parties;
- reverse engineer, decompile, disassemble, or otherwise seek to derive the source code, algorithms, or non-public APIs of the Platform, except it is provided by MyGaru or its Authorised Operators or as expressly permitted by applicable law (and only upon prior written notice to MyGaru);
- remove, obscure or alter any copyright, trademark or proprietary notice on or within the Platform; use the Platform in a manner that violates these Terms or other Platform usage rules notified by MyGaru;
- modify, manipulate, interfere with or embed the Platform's SDKs, tags or tracking scripts outside of the instructions and authorisation provided by MyGaru. or annually based on your selection.

4. Data Ownership and Responsibility

The Platform User retains all rights, title, and interest in and to all Customer Data processed through the Platform.

The Platform User is solely responsible for ensuring that any Customer Data made available to the Platform has been lawfully collected and is accompanied by all necessary consents, permissions, or other legal bases required under applicable data protection laws. The Platform User agrees not to connect, submit, or process through the Platform any data that lacks sufficient consent or authorisation, particularly where the data contains personal information or behavioural insights relating to data subjects.

MyGaru shall process Customer Data only in accordance with the configuration, settings, and instructions provided by the Platform User via the Platform. MyGaru shall not use or disclose Customer Data for its own purposes, except as necessary to

operate and support the Platform and generate aggregated or anonymised outputs. MyGaru acts as a data processor and shall not be deemed the controller of Customer Data.

5. Prohibited Conduct

The Platform User shall not, and shall not allow any party under its control to:

- introduce any viruses, malware, or malicious code into the Platform;
- attempt to gain unauthorised access to any systems, data, or networks related to the Platform;
- use any automated tools, scripts, bots or scrapers without prior written consent from MyGaru;
- manipulate or falsify usage, conversions, traffic, or performance metrics;
- bypass or circumvent any Platform access restrictions or usage limits;
- submit or attempt to deliver advertising content that is misleading, unlawful, offensive, harmful, or otherwise violates applicable law and industry standards;
- in order to deliver advertising content to Retail Media Inventory in violation of content restrictions or eligibility criteria explicitly defined by the owner of the Retail Media Inventory and made available through the Platform;
- offer Inventory Monetisation Services or Message Distribution Services through the Platform without holding the necessary rights, permissions, or legal basis to operate the relevant Digital Properties or messaging infrastructure, including required data subject consents and compliance with applicable data protection, marketing, and telecommunications laws;
- use the Platform in any way that infringes on third-party rights or violates applicable law;
- connect to the Platform or submit Customer Data that has not been lawfully obtained or that lacks sufficient consent or other legal basis as required under applicable data protection laws for the intended type of processing;
- collect Customer Data through the Platform, including via the Onion ID service, from Digital Properties that the Platform User does not own or is not properly authorised to operate, or where the Platform User does not have the right to collect such data from end users.

6. Platform Deployment and Security

Where specific client-side components of the Platform are deployed in environments controlled by the Platform User, including on-premises infrastructure or virtual instances hosted on third-party cloud facilities, the following terms shall apply:

- The Platform User assumes full responsibility for the physical, network, and operational security of such environments;
- The Platform User shall not use any part of the Platform software or services outside the authorised operational parameters, intended technical purpose, or agreed licensing terms;
- The Platform User shall not attempt to use any component of the Platform to extract, reverse-engineer, or re-identify anonymised or aggregated outputs.

7. Confidentiality

Each party agrees to keep all non-public information exchanged under these Terms confidential and use it solely for the purposes of the permitted use of the Platform.

Disclosure is only permitted (i) with the disclosing party's prior written consent, or (ii) as required by law or court order, in which case prior written notice must be provided if legally permissible.

8. Use of Service Data

MyGaru may collect, generate, and use Service Data for internal business purposes, including but not limited to customer support, product development, analytics, performance optimisation, benchmarking, and service improvement. Service Data may only be used within the Platform and shall not be sold, licensed, or disclosed to third parties, except where required by applicable law or a competent authority.

All Service Data is and shall remain the exclusive intellectual property of MyGaru.

9. Third-Party Services via Platform

If the Platform User uses the Platform to deliver services to third parties (e.g., anonymised analytics, targeted ad campaign execution), it remains fully responsible for:

- ensuring that such usage is compliant with these Terms and all applicable laws;

- ensuring that appropriate legal basis and consents are in place for any data processing performed on behalf of such third parties;
- ensuring that the third party's Customer Data is not used in a manner that violates any legal or contractual obligations;
- acting as the sole responsible party in relation to third-party clients when using the Platform;
- where the Platform User provides services to third parties using the Platform or its outputs, it shall clearly indicate the origin of such services by including an attribution label such as "powered by MyGaru", using the MyGaru logo as specified in branding guidelines provided by MyGaru.

10. Account and User Security

The Platform User is responsible for maintaining the confidentiality of its account credentials and for all activities that occur under its accounts. The Platform User shall promptly notify MyGaru of any unauthorised access or use of the Platform, suspected breaches, or compromise of credentials.

11. Export to Third-Party Analytics and BI Systems

Platform Users and their Authorised Users may export anonymised financial reporting from the Platform to authorised external business intelligence tools (e.g., dashboards, financial planning platforms) solely for internal reporting or approved service purposes. No personally identifiable information (PII) or raw data subject-level data may be exported or reconstructed. The Platform User is responsible for ensuring that such integration complies with data protection and confidentiality obligations.

12. Media Execution Service Terms

When using the Media Execution Service, the Platform User agrees to the following additional conditions:

- The Platform User is solely responsible for the accuracy, legality, and compliance of all creative assets, campaign configurations, targeting parameters, tracking methods, landing pages, and promoted products. MyGaru reserves the right to

reject or suspend any campaign, creative, or targeting setup at its sole discretion, without obligation to provide justification.

- MyGaru may perform product testing, A/B testing, inventory allocation changes, traffic source shifts, or optimisation of algorithmic bidding logic across the Platform without advance notice to the Platform User, provided that these changes do not materially alter the agreed commercial pricing or reporting.
- If guaranteed campaign delivery is contractually agreed and not fulfilled, MyGaru may, at its discretion, issue media credits, extend the campaign period, or apply compensatory delivery within sixty (60) days of the original end date. Such make-good remedies shall be the sole remedy available for underdelivery.
- The Platform User shall not submit or authorise any ad traffic or campaign behaviour that involves fraudulent, incentivised, misleading, cloaked, automated, non-human, or artificially inflated impressions, clicks, or conversions. Detection of such activity is grounds for immediate suspension of access to the Platform and/or forfeiture of amounts due.

13. Placement of Advertising on Retail Media Inventory

Platform Users who use the Platform to monetise their authorised Digital Properties (including websites, mobile applications, or other assets constituting Retail Media Inventory) by hosting advertising messages or push notifications are subject to the following terms:

- The Platform User retains the right to block or reject the delivery of any advertising content to its Retail Media Inventory at its sole discretion, using the tools and controls provided within the Platform. MyGaru shall not be responsible for any such editorial decisions.
- Once an advertising campaign or creative is explicitly approved by the Platform User through the Platform's workflow or permissions system, the Platform User undertakes to deliver the corresponding ad impressions or push notifications in accordance with the applicable campaign settings and timelines, unless technical issues or force majeure prevent fulfilment.
- MyGaru reserves the right to withhold payment or suspend monetisation access for the Platform User in case of unjustified failure to serve approved advertising campaigns. Persistent failure may result in limitation or removal of the Platform User's access to the Inventory Monetisation Service.

14. Message Distribution Service Offering

Platform Users may use the Platform to offer Message Distribution Services to other Platform Users. These services may include the technical capability to deliver advertising messages via channels such as SMS, push notifications, or email, through infrastructure operated directly by the providing Platform User (e.g. a telecom operator) or via authorised intermediaries (e.g. aggregators, messaging platforms).

The providing Platform User may define and enforce delivery parameters, including timing, format, targeting, content restrictions, and applicable consent requirements.

The providing Platform User is responsible for the proper operation, security, and legal compliance of its messaging infrastructure, including ensuring that all message deliveries comply with applicable telecommunications and marketing laws.

15. Consent and Lawful Basis for Advertising Communications

Where a Platform User uses the Platform to offer advertising delivery capacity to other Platform Users — including through the Inventory Monetisation Service or Message Distribution Service — that Platform User is solely responsible for ensuring that any delivery of advertising messages (such as SMS, push notifications, or in-app placements) complies with all applicable data protection, marketing, and telecommunications laws.

In particular, such Platform User must ensure that any applicable data subject consent or other lawful basis required for the delivery of such communications has been validly obtained and is appropriately recorded and managed.

This responsibility applies only when the Platform User is acting as a provider of inventory or messaging infrastructure (i.e. delivering ads or messages on its Digital Properties or via its technical channels), and not when initiating campaign delivery through other Platform Users via the Media Execution Service.

MyGaru provides the Platform solely as a neutral technical intermediary and does not validate or monitor legal bases for advertising delivery between Platform Users.

16. Suspension and Termination

MyGaru reserves the right to suspend the Platform User's access to the Platform or specific services:

- if payments are overdue for more than 30 days;
- upon material breach of these Terms or any Order Form or other commercial agreement entered into with MyGaru or an Authorised Operator;
- if suspension is necessary to prevent material harm to MyGaru, its systems, or its other customers (e.g. in case of denial-of-service attacks or unauthorised access);
- if required by law or by request of a competent authority.

Such suspension may be implemented immediately and without prior notice.

17. Disclaimers

The Platform and all related services are provided on an "as is" and "as available" basis, without warranties of any kind, whether express, implied or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

18. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall MyGaru's aggregate liability arising out of or relating to these Terms exceed the total fees paid by the Platform User to MyGaru or an Authorised Operator in the twelve (12) months preceding the claim.

Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages, including loss of profits, data, or business opportunities, even if advised of the possibility thereof.

The Platform User agrees to indemnify, defend, and hold harmless MyGaru and its officers, employees, and Authorised Operators from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- any breach of these Terms by the Platform User or its Authorised Users;
- any violation of applicable laws or regulations in connection with the use of the Platform;

- any data or content submitted to the Platform by the Platform User or its Authorised Users;
- any services provided by the Platform User to third parties using the Platform or its outputs.

19. Service Availability and Limitations

The Platform is provided using commercially reasonable efforts; however, MyGaru does not warrant uninterrupted or error-free operation of the Platform and disclaims all liability for service interruptions due to network congestion, internet outages, hardware/software failures, third-party providers, or force majeure.

Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages, including loss of profits, data, or business opportunities, even if advised of the possibility thereof.

20. Publicity

Unless otherwise agreed in writing, MyGaru may include the name and logo of the Platform User in customer listings or marketing materials. The Platform User may opt out by written notice.

21. Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, franchise, agency or fiduciary relationship between the parties.

22. Modifications to Terms

MyGaru reserves the right to modify these Terms at any time. Notice of material changes may be provided via the Platform interface or email. Continued use of the Platform following such notification constitutes acceptance of the revised Terms.

Notifications regarding modifications to these Terms shall be deemed validly delivered when sent to the email address associated with the Platform User's primary account registered within the Platform. It is the responsibility of the Platform User to maintain accurate and up-to-date email address information in their Platform account settings.

23. Entire Agreement and Severability

These Terms, together with any applicable Order Form, licence, or other agreement entered into with MyGaru or an Authorised Operator, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, proposals, representations, and communications.

In the event of any conflict between these Terms and any Order Form, partner agreement, licence, or other contractual document entered into by the Platform User and MyGaru or an Authorised Operator, these Terms shall prevail, unless such other document is a written agreement entered into directly between the Platform User and MyGaru which expressly states that it overrides specific provisions of these Terms.

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

24. Governing Law and Dispute Resolution

These Terms are governed by the law specified in the applicable Order Form or licence agreement. If no such law is specified, these Terms shall be governed by and construed in accordance with the laws of England and Wales.

Before initiating legal proceedings, the parties agree to attempt resolution through good faith negotiations between senior management within 90 days of written notice.

25. Contact

All notices relating to legal, compliance, or contractual matters under these Terms, including but not limited to notices of breach, termination, or claims, shall be deemed validly delivered when sent to: legal@myGaru.com. It is the Platform User's responsibility to ensure that such communications are properly issued and recorded.

Appendix 1 – Vietnam-Specific Terms

This Appendix applies to the use of the Platform in Vietnam. It supplements the Terms of Service and, in the event of any inconsistency, prevails to the extent

necessary to reflect the Vietnam operating model described below.

1. Vietnam Operating Entity

For Platform use in Vietnam, the relevant local operating and service-providing entity is **Mygaru Vietnam LTD**.

Mygaru Vietnam LTD. Registered office: Phòng P.08, Tầng 6, Sky City Tower A, 88 Phố Láng Hạ, Phường Láng, Thành phố Hà Nội, Việt Nam

Email: mgvn@mygaru.vn

For the purposes of this Appendix, references to "MyGaru" in relation to Vietnam shall be understood as referring to Mygaru Vietnam LTD as the local operating and service-providing entity, except where the Terms expressly refer to Mygaru OU in its capacity as the holder of intellectual property rights in the Platform or as a provider of limited group-level support, service continuity, technical assistance, reporting oversight or orchestration functions in support of the Vietnam deployment.

2. Vietnam Service Model

In Vietnam, the Platform is provided as a privacy-centric data intermediary and technical service environment for controlled data connection, authorised interoperability, analytics, audience activation, reporting, and related billing, remuneration and settlement support.

For the purposes of this Appendix, that service model is intended to be consistent with the Vietnam legal framework applicable to data-related products and services, including intermediary data services under **Law No. 60/2024/QH15 on Data**, as such framework may be amended, replaced or supplemented from time to time.

The Platform is not provided as a general venue for the unrestricted sale, purchase, transfer or exchange of raw personal data or raw participant data sets between Platform Users.

3. Platform User Responsibilities in Vietnam

Each Platform User remains solely responsible for ensuring that its access to and use of the Platform in Vietnam complies with all applicable Vietnamese laws, decrees, regulations, regulatory guidance, licensing conditions, sector-specific rules and legally binding governmental requirements applicable to that Platform User, its

business model, its data sources, its users, its industry sector and its intended use of the Platform.

Without limitation, each Platform User shall remain responsible for compliance with all requirements arising under or in connection with:

- Law No. 60/2024/QH15 on Data;
- Law No. 91/2025/QH15 on Personal Data Protection
- Decree No. 356/2025/ND-CP
- and any other Vietnamese law, decree, regulation, directive, standard, approval condition or regulatory requirement applicable to the relevant data, service, interface, communication channel, industry sector, commercial activity or intended use case.

Each Platform User further acknowledges and agrees that MyGaru does not provide legal advice and does not assume responsibility for determining whether a Platform User is legally permitted to collect, connect, contribute, access, activate, disclose, monetise, report on, or otherwise use any data, insight, audience, signal or other output through the Platform.

4. Additional Responsibilities for Platform Users in Vietnam

4.1 Data Partners

Each Data Partner is solely responsible for ensuring that any data, signals, insights, audiences or other outputs it connects to, makes available through, or uses within the Platform have been lawfully collected, lawfully made available, and are supported by all permissions, consents, notices, approvals and other legal bases required under applicable Vietnamese law and any other applicable legal or regulatory requirement.

Each Data Partner is also solely responsible for determining whether it has the legal right to upload, connect, store, process, monetise, make available, or otherwise use the relevant data or outputs through the Platform and for ensuring that such use remains within the legally permitted scope.

4.2 Telecoms

Where a Telecom uses or supports the Platform in Vietnam, that Telecom remains solely responsible for its own compliance with all Vietnamese laws and regulatory requirements applicable to telecommunications services, subscriber-facing controls,

user authorisations, identity-related processes, pseudonymisation-related processes, advertising-related controls, and any other Telecom-side activity connected with the Platform.

4.3 Publishers

Where a Publisher uses the Platform in connection with a website, application, game or other user-facing property in Vietnam, that Publisher remains solely responsible for ensuring that it has the legal right to operate that property, collect or connect the relevant data, display or deliver the relevant content, and comply with all Vietnamese laws and regulatory requirements applicable to notices, consent mechanisms, advertising, media, digital services, consumer-facing communications and related activities.

4.4 Advertisers

Each Advertiser remains solely responsible for ensuring that its campaigns, targeting instructions, advertising content, commercial claims, audience use, and any related use of the Platform comply with all applicable Vietnamese laws and regulatory requirements, including any rules relating to advertising, marketing communications, consumer protection, sector-specific restrictions and any other applicable legal requirement.

4.5 Authorised Intermediaries and Third-Party Services

Where the Platform is used together with authorised intermediaries, third-party services, third-party media platforms or other integrated service providers, the relevant Platform User remains solely responsible for ensuring that such use and integration complies with these Terms, all applicable Vietnamese laws and regulations, and any other legal or regulatory requirements applicable to the relevant service, infrastructure, delivery logic, reporting logic or commercial activity. No such integration may be used in a manner that would imply unrestricted access to raw personal data, raw participant data sets, End User lists or any other data beyond the scope expressly permitted by the Platform and by applicable law.

5. Data Use Boundaries

The Platform does not permit Platform Users to obtain unrestricted access to one another's raw personal data, raw participant data sets, End User lists or source-level identifiers. Any cross-participant use enabled through the Platform is limited to the forms of authorised use supported by the Platform, including anonymised insights,

authorised audience activation, sanitised reporting, and related usage-based commercial logic, in each case subject to the permissions, settings and legal basis established by the relevant Platform User responsible for the relevant processing activity. This approach is consistent with the federated and privacy-centric operating model described in the current Vietnam deployment materials.

Each Platform User remains solely responsible for ensuring that its own use of any such output is lawful and permitted under all applicable Vietnamese laws and other applicable legal or regulatory requirements.

6. Localisation and Access Model

For Vietnam use, the Platform is intended to operate on a localised deployment model for those parts of the Platform that process personal data or derivative user identifiers. This is consistent with the current Vietnam deployment position reflected in the platform documentation.

Any support, orchestration, reporting or similar access provided from outside Vietnam is limited to the scope expressly authorised by MyGaru and does not permit access to raw personal data, raw participant data sets, End User lists or unrestricted user-level data.

7. Mygaru OU Functions

Nothing in this Appendix prevents Mygaru OU from acting as the holder of intellectual property rights in the Platform or from providing limited group-level support, service continuity, technical assistance, reporting oversight or orchestration functions in support of the Vietnam deployment.

However, such functions do not alter the role of Mygaru Vietnam LTD as the local operating and service-providing entity for Vietnam.

8. Contact for Vietnam

Questions relating to Platform use in Vietnam may be directed to:

Mygaru Vietnam LTD

Phòng P.08, Tầng 6, Sky City Tower A, 88 Phố Láng Hạ, Phường Láng, Thành phố Hà Nội, Việt Nam

Email: mgvn@mygaru.vn

9. Interpretation

This Appendix shall be interpreted in a manner consistent with the Vietnam service model described above, namely as a local privacy-centric intermediary and technical service environment for controlled Platform use.

Nothing in this Appendix shall be interpreted as permitting the unrestricted sale, transfer or exchange of raw personal data between Platform Users through the Platform.