

CRITEO PUBLISHER TERMS AND CONDITIONS

CRITEO 發布者條款和條件

These Terms and Conditions (“Terms”) shall be incorporated by reference into each insertion order (“Insertion Order” or “IO”) by and between Criteo and the Publisher listed in the IO. Criteo and Publisher are the “Party” or “Parties.”

以下條款和條件（“條款”）以提及方式納入 Criteo 與廣告訂單上所列的發布者之間訂立的廣告訂單。Criteo 和發布者為“一方”或“雙方”。

1 DEFINITIONS 定義

1.1 “Ad” means any advertisement that Criteo has the right to display.

“廣告”指 Criteo 有權顯示的任何廣告。

1.2 “Affiliate” means in relation to a Party, any person that, directly or indirectly, controls or is controlled by or is under common control of such Party. The term “control” means the power to, directly or indirectly, direct or cause the direction of the management of an entity, whether through the ownership of registered capital or voting securities, by contract or otherwise, and includes, without limitation (i) ownership directly or indirectly of 50% or more of the shares in issue, registered capital or other equity interests of such person, (ii) ownership, directly or indirectly of 50% or more of the voting power of such person or (iii) the power directly or indirectly to appoint a majority of the members of the board of directors or similar governing body, and the terms “controlled” and “controlling” shall have correlative meanings.

“關係企業”指直接或間接控制其它一方或被其它一方直接或間接控制或與其它一方被共同控制的一方。“控制”一詞指直接或間接擁有指示或使某一實體之管理階層受其指示之權力，無論是通過擁有該實體之註冊資本或具有表決權之證券、透過契約或其它方式，包括但不限於：(i) 直接或間接持有該方 50% 或更多的已發行股份、註冊資本或其它權益，(ii) 直接或間接擁有該方 50% 或更多的表決權，或 (iii) 具有直接或間接指派該方董事會或類似管理階層多數成員的權力。“被控制”與“控制”具有相對應的意義。

1.3 “Agreement” shall include these Terms and all IOs entered into between the Parties.

“協議”包括雙方簽訂的廣告訂單和本條款。

1.4 “Criteo Technology” means Criteo’s proprietary technology that allows Criteo to serve relevant Ads to users (based on their online browsing behavior) and display Ads to them, including but not limited to Criteo’s Ad tracking, Ad serving, and Ad planning and reporting technologies.

“Criteo 技術”指使 Criteo 能夠將相關廣告提供給用戶（根據用戶的網上瀏覽行為）並向其顯示廣告的 Criteo 專有技術，包括但不限於 Criteo 的廣告追蹤技術、廣告提供技術和廣告策劃及報告技術。

1.5 “Deliverables” means the inventory of advertising space sold by Publisher on a cost per thousand impression basis or other metric as listed in the IO to be displayed on the Sites.

“交付物”指發布者依每千次顯示費用計價或依廣告訂單中所列的其它計算方式，出售其可在網站上顯示的廣告位存貨。

1.6 “Intellectual Property of Criteo” means all present and future intellectual and industrial property rights of Criteo, including but not limited to patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, know-how, trade secrets, the Criteo Technology and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“Criteo 智慧財產權”指所有 Criteo 目前和未來的智慧財產權和工業專有權，包括但不限於專利、發明權、著作權和相關權利、商標、商號和域名、設計權、電腦軟體權利、資料庫權利、專門技術、營業秘密、Criteo 技術和任何其它智慧財產權，無論前開權利註冊與否，並且包括目前或將來在世界任何部分存在或將存在的該等權利以及所有類似或同等權利或保護形式的所有申請（及申請權）和更新或延展。

1.7 “Site” or “Sites” means any website(s), or other interactive properties listed on the applicable IO, including Sites that the Publisher does not own or operate but has the contractual right to serve Ads.

“網站”指廣告訂單上所載任何網站或其它互動媒體，包括並非發布者擁有或經營但發布者擁有投放廣告契約權利的網站。

2 AD PLACEMENT 廣告投放

2.1 Compliance with IOs. Publisher agrees that during the term of each IO, the Publisher shall provide the Deliverables on the Site(s) to Criteo exclusively for the population built for Criteo and recognized through the Criteo Technology. The Publisher shall follow Criteo’s instructions to implement the Criteo Technology. These instructions concern the display, ad serving, tracking and reporting of Ads. The Publisher undertakes not to modify any invocation code or other programming of the Criteo Technology without Criteo’s prior written consent.

符合廣告訂單 發布者同意在廣告訂單的期間內，發布者應於網站上專為經 Criteo 技術建構並識別的人群提供交付物。發布者應遵照 Criteo 的指示而實施 Criteo 技術。該等指示涉及廣告的顯示、廣告投放、跟蹤和報告。發布者承諾，未經 Criteo 事先書面同意不



得修改 Criteo 技術的任何調用代碼或其它編程。

- 2.2 **Intellectual Property.** Publisher acknowledges Criteo's ownership and/or title in and to all Intellectual Property rights in the Criteo Technology and any copies thereof (including, without limitation, all modifications and improvements thereto). Publisher agrees that it shall not acquire any right, title, or interest to Criteo's Intellectual Property in Criteo Technology as a result of the use of the Criteo Technology. For the term of each IO, Criteo grants Publisher a limited, non-exclusive, revocable, royalty-free and non-sublicensable license to use the Criteo Technology solely as necessary to perform its obligations under an IO strictly in accordance with the provisions of the Agreement.

智慧財產權 發布者承認 Criteo 對 Criteo 技術及其所有副本（包括但不限於所有修訂及加強）之所有智慧財產權的所有權及/或權利。發布者同意不因使用 Criteo 技術而取得對 Criteo 技術之智慧財產權的任何權利、所有權或利益。在廣告訂單期間內，Criteo 授予發布者僅在嚴格按照該等條款和廣告訂單履行其在廣告訂單下的義務所需時使用 Criteo 技術的有限、非排他、可撤回、免專利權費用和不可再轉讓的許可。

- 2.3 **Policies.** Publisher agrees that it shall adhere to any placement restrictions or editorial policies set forth in an IO. The Publisher shall comply at all times with Criteo policies that include privacy policy and advertising guidelines as posted here (<http://www.criteo.com/en/publisher-terms-and-conditions>). The Publisher acknowledges that these policies may be updated from time to time to reflect Criteo's practices and match Criteo's new products. Publisher is required to review these policies regularly to keep itself informed of and comply with the most current version of these policies at all times.

政策 發布者同意，其應遵守廣告訂單中所列的任何投放限制或編輯政策。發布者在任何時候均應遵守 Criteo 政策，包括隱私政策和廣告準則（張貼於 <http://www.criteo.com/en/publisher-terms-and-conditions>）。發布者承認，該等政策得不時更新，以反映 Criteo 的實踐和配合 Criteo 的新產品。發布者須定期閱讀該等政策，以確保自己在任何時候均了解該等政策的最新版本。

3 PRICING – PAYMENTS 價格-付款

- 3.1 Publisher shall issue Criteo a monthly invoice detailing the fees for the previous month. Criteo measures, through its servers, the number of impressions and/or clicks and/or other indicators necessary for calculating the charges for any Deliverables. For the purpose of invoicing, Publisher shall use the delivered impression numbers for Deliverables generated within an online console provided by Criteo. Any discrepancy between the Publisher and Criteo by more than 5% will require further analysis, and the Parties shall exercise good faith efforts to resolve such discrepancy.

發布者應向 Criteo 每月出具發票，該發票應詳細說明上一月的費用。Criteo 使用其伺服器所測量出的顯示和/或點選和/或其它必要指標以計算交付物應付之費用。為出具發票之目的，發布者應使用 Criteo 提供的網上控制台內生成的交付物之交付的顯示數量。如果發布者與 Criteo 所計算之費用有超過 5% 的差異，將需要作進一步分析，並且雙方應真誠努力解決該差異。

- 3.2 Unless stated otherwise in the IO and subject to resolution of any discrepancies in the foregoing sentence between the Parties (if any), Criteo shall pay the agreed price within sixty (60) days after the date of invoice in the currency indicated in the IO, including applicable consumption tax ("VAT") but exclusive of any additional expenses (e.g. the reimbursement of fees incurred for transportation, telecommunications, government charges, postage, etc. by the Publisher) or any local taxes / fees, all of which shall be borne by the Publisher. Publisher shall indemnify and hold Criteo harmless against any liabilities for the same including penalties, interest, expenses or proceedings arising therefrom.

除非廣告訂單另有說明，或雙方因上述費用計算有所差異而另行作成決議（如有），Criteo 應於發票出具日後六十（60）日內以廣告訂單中所列的貨幣支付雙方同意之費用，該費用應包含任何適用的營業稅，但不包括其他費用（如：發布者所生之交通費、電信費用、政府規費、郵資等）或任何地方稅費。該等其他費用及地方稅費應由發布者自行負擔，並且應就該等地方稅費和費用所生之任何責任（包括該等稅費所生之罰款、利息、費用或法律程序）對 Criteo 進行賠償並使 Criteo 免受損害。

4 TERM AND TERMINATION 期間和終止

- 4.1 **Term.** The term of each IO shall commence and end on the dates listed in the IO. If no date is specified in the IO or is classified as "open," the term shall be one year from the last date that set forth in the signature blocks ("Initial Term"), and shall be automatically renewed for an additional one year term each time ("Renewal Term(s)") unless terminated in accordance with these Terms.

期間 期間開始及終止均依照各該廣告訂單中所載日期。如果廣告訂單中未載明日期或顯示為“開放”，期間為簽名處所列的最晚日期起一年（“初始期間”），並應自動續約一年（“續期”），除非依本條款終止。

- 4.2 **Termination.** This Agreement may be terminated by either Party (a) upon thirty (30) days prior written notice, unless a different timeframe is set forth in the IO; or (b) if the other Party materially breaches a provision of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of such breach from the non-breaching Party; or (c) immediately upon notice if the other Party, for any reason ceases trading or makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, or comparable proceeding is instituted against the other Party.

終止 任一方得於以下情形終止本協議：（a）於三十（30）天前以書面通知（除非廣告訂單中另有規定其他期間）；或（b）如果另一方重大違反本協議任一條款且未於收到未違約方就該違約所為書面通知後十（10）日內糾正該違約；或（c）如果另一方因任何原因停止交易或為債權人的利益而作出轉讓，或破產接管人、受托人或類似人員被任命接管該另一方的任何或全部財產，或該另一方在對其提起的任何破產、接管或類似程序中尋求保護程序，則該方可以通過通知立即終止本協議。

- 5.1 **Scope.** “Confidential Information” means all nonpublic information disclosed by or for a Party in relation to this Agreement, including the Criteo Technology, this Agreement and documents provided under this Agreement, all other documentation and information provided to the receiving Party in connection with this Agreement, and all documentation derived therefrom, containing information which was not previously known to the receiving Party (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date of this Agreement), but not including any information the receiving Party can demonstrate (through competent evidence) is (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any confidentiality obligation, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reliance on such Confidential Information.

範圍“保密資訊”指由任一方或為任一方和本協議有關而揭露的所有非公開資訊，包括 Criteo 技術、本協議和根據本協議提供的文件、有關本協議而向接收方提供的所有其它文件和資訊、以及所有因上該文件資料之衍生文件，該等資訊包含接收方之前並不知悉的資訊（無論是通過書面、口頭或其它方式傳遞和無論該等資訊是否於本協議之日或之前或之後提供），但不包括下列接收方能夠（通過充足證據）證明該資訊：（a）為接收方未經限制已經知悉之任何資訊，（b）由第三方在不違反任何保密義務的情況下向其正當提供且不受限制的任何資訊，（c）普遍向公眾公開且不違反本協議的任何資訊，或（d）接收方並未依賴該等保密資訊而獨立開發的任何資訊。

- 5.2 **Confidentiality.** Except for the specific rights granted by this Agreement, during the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the receiving Party shall keep the Confidential Information confidential, not use the Confidential Information for any purpose other than the exercise of its rights or performance of its obligations under this Agreement, not access, use or disclose any of the disclosing Party's Confidential Information to any third party other than with the prior written consent of the disclosing Party or in accordance with Sections 5.3 and 5.4 below, and shall protect the disclosing Party's Confidential Information using at least the standard of care used to protect its own Confidential Information, but not less than reasonable care. The receiving Party shall ensure that its employees, officers, affiliates and contractors with access to such Confidential Information (a) have a need to know for the purposes of this Agreement and (b) have agreed to restrictions at least as protective of the disclosing Party's Confidential Information as this Agreement. Each Party shall be responsible for any breach of confidentiality by its employees and contractors. Neither Party may disclose the terms of this Agreement without the prior written consent of the other Party.

保密義務 除本協議授予之特定權利外，在本協議期間內及本協議因任何原因終止或到期後，接收方均應對保密資訊保密，不得將保密資訊用於行使其在本協議項下的權利或履行其在本協議項下的義務以外之目的，不得存取、使用或者非經揭露方書面許可或非依據以下第 5.3 條和第 5.4 條向任何第三方揭露任何揭露方的保密資訊，並且應至少使用保護其自身保密資訊的注意標準且不得低於合理注意義務以保護揭露方的保密資訊。接收方應確保其可以存取該等保密資訊的員工、經理人、關係企業和承包商：（a）就本協議之目的而有必要知悉該等保密資訊，並且（b）已同意至少等同於本協議對揭露方保密資訊之保護性的限制。任一方應對其員工和承包商違反保密規定承擔責任。未經另一方事先書面同意，任何一方不得揭露本協議的條款。

- 5.3 **Compelled Disclosure.** A receiving Party may disclose Confidential Information received pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the receiving Party shall use reasonable efforts to: (a) promptly notify the disclosing Party in writing of such requirement to disclose; (b) cooperate with the disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order; and (c) otherwise limit the disclosure to the greatest extent possible under the circumstances.

強制揭露 接收方得依據任何法院命令、政府機構的合法要求或法律要求（包括依適用之證券法律及法規應為揭露）而揭露收到的保密資訊，但在該等揭露前，接收方應盡合理努力：（a）盡快以書面通知揭露方該揭露要求；（b）配合揭露方防止或降低任何該揭露或取得保護令；並且（c）在情況允許的最大程度下限制揭露。

- 5.4 **Publicity and Marketing.** Neither Party shall make any press release relating to the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Criteo may disclose the fact that Publisher is a source of inventory to advertisers

宣傳和市場行銷 未經另一方事先書面同意，任一方不得作出與本協議有關的任何新聞發布。儘管有上述規定，Criteo 可以向廣告主揭露發布者為存貨來源之事實。

6 PRIVACY & DATA 隱私與數據

- 6.1 **Privacy Policy.** Publisher will ensure that each of its Sites posts a privacy policy that (i) includes a link to Criteo privacy policy (currently located at <http://www.criteo.com/privacy/>), (ii) when compulsory by law or regulation, provides to the users appropriate notice and choice mechanisms that comply with relevant laws and regulations and (iii) provides option to deactivate the Criteo service by using Criteo opt-out solution or opt out platforms solutions available such as [IAB opt-out platform](#), [Network Advertising Initiative opt-out platform](#) or [Digital Advertising Alliance platform](#).

隱私政策 發布者將確保其所有網站均張貼隱私政策，該隱私政策：（i）包括連接至 Criteo 隱私政策的連結（目前位於：<http://www.criteo.com/privacy/>），（ii）受法律或法規強制要求時，發布者應向用戶提供符合相關法律和法規的適當通知和選擇機制，以及（iii）發布者應使用 Criteo 退出解決方案或者退出平台（如 [IAB opt-out platform](#)、[Network Advertising Initiative opt-out platform](#) 或 [Digital Advertising Alliance platform](#)）提供給客戶停用 Criteo 服務的選擇。

6.2 **Data.** Publisher agrees that Criteo may use data accessible due to performance of this Agreement as part of its business operations, and to operate, manage, test, maintain and enhance the Criteo Technology and other Criteo products, programs and/or services. Criteo will not collect or use data provided by, from or related to Publisher for purposes of segmenting, re-targeting, creating or supplementing user profiles or inventory profiles, or creating interest categories, unless (a) such data collection and usage are authorized by the Publisher, or (b) the data is derived by Criteo from a user's recorded view, click, or interaction with an Ad.

數據 發布者同意，Criteo 可以使用因履行本協議而存取的數據作為其業務經營的一部分並以此經營、管理、測試、維護和提升 Criteo 技術和其它 Criteo 產品、項目和/或服務。Criteo 不會蒐集或使用發布者提供或來自發布者或與發布者相關的數據用於細分、重新定位、創建或補充用戶資訊或存貨資訊或創建興趣類別之目的，除非（a）發布者授權該等數據之蒐集和使用，或（b）Criteo 係從用戶對廣告的閱覽、點選或互動記錄中得出該數據。

7 WARRANTIES AND REPRESENTATIONS 保證及聲明

7.1 **Warranties.** Each Party represents and warrants that: (a) it has all necessary permits, licenses, governmental authorizations and clearances to conduct its business and to perform its obligations under this Agreement; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound; and (d) it will perform its obligations in compliance with all applicable laws, rules, and regulations, including applicable data protection or privacy laws and regulations. Publisher further represents and warrants that it shall comply with its obligations set forth in Sections 2.3 and 6.1 of these Terms.

保證 任一方聲明和保證：（a）其擁有經營其業務以及履行其在本協議下的義務所需的所有核准、執照、政府授權和許可；（b）本協議對其有法律拘束力並且可依其條款執行；（c）本協議的簽署、交付和履行現在與將來均不會與其作為締約方或受約束的口頭或書面的任何協議、文件、判決或理解發生衝突；及（d）其在履行義務時將遵守所有適用法律、法規和規則，包括適用的數據保護或隱私法律和法規。發布者進一步聲明並保證，其將遵守本條款第 2.3 條和第 6.1 條中所載明的義務。

7.2 **Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

免責聲明 除非本協議另有規定，在法律允許的最大範圍內，雙方對於無論是明示或默示、口頭或書面的所有其它保證，包括但不限於所有默示的所有權保證、非侵權保證或適銷性或適用於任何特定目的的保證，以及任何交易過程、履行過程或行業慣例所產生的所有保證，均為免責。

8 INDEMNIFICATION 賠償

8.1 **By Criteo.** Criteo agrees to defend Publisher, its Affiliates and their respective directors, officers, employees and agents against any claim by a third party that is related to Criteo's breach of any express representation or warranty in Section 7 to the extent the Ad is used by Publisher in accordance with these Terms and an IO. Criteo agrees to indemnify Publisher for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claims.

由 Criteo 作出 發布者按照本條款及廣告訂單使用廣告時，Criteo 同意為發布者、其關係企業及其各自的董事、經理人、員工和代理人就第三方有關 Criteo 違反第 7 條中所為之任何明確聲明或保證而提起的索賠進行抗辯。Criteo 同意就和解金額或因該等索賠所產生之損害賠償、責任、費用和開支（包括合理的律師費）賠償發布者。

8.2 **By Publisher.** Publisher agrees to defend Criteo, its Affiliates and their respective directors, officers, employees and agents against any claim by a third party, judgment or proceeding that is related to: (a) Publisher's breach of any express representation or warranty made in Section 7; (b) Publisher's breach of Sections 2.3 (including Prohibited Contents), 5 and 6; or (c) Publisher's placement of any Ads in breach of these Terms or any relevant IO. Publisher agrees to indemnify Criteo for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claims.

由發布者作出 發布者同意為 Criteo、其關係企業及其各自的董事、經理人、員工和代理人就第三方有關（a）發布者違反第 7 條中所為之任何明確聲明或保證；（b）發布者違反第 2.3 條（包括禁止內容）、第 5 條和第 6 條；或（c）發布者投放任何廣告違反本條款或任何相關廣告訂單而提起的索賠進行抗辯。發布者同意就和解金額或裁定的或因該等索賠所產生之損害賠償、責任、費用和開支（包括合理的律師費）賠償 Criteo。

8.3 **Procedure.** Any claim for indemnification subject to Section 8.1 or 8.2 requires that (a) the indemnified Party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying Party shall have sole control and authority to defend, settle or compromise such claim, but shall not make any settlement without the indemnified Party's written consent (not to be unreasonably delayed, conditioned or withheld).

程序 任何依第 8.1 條或 8.2 條提出之賠償請求均應：（a）由被賠償方即時提供索賠的書面通知，並提供相關的合理配合、資訊和協助，且（b）賠償方具有對該索賠進行抗辯、和解或妥協的完全控制權，但未經被賠償方書面許可（該等許可不得被不合理地延遲、限制或拒絕）不得作出任何和解。

9.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, CIVIL LIABILITY OR OTHERWISE), FOR ANY (A) INTERRUPTION OF USE, LOSS OR INACCURACY OF DATA, LOSS OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID OR TO BE PAID HEREUNDER DURING THE PREVIOUS SIX (6) MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION 9 SHALL LIMIT EITHER PARTY'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY, INDEMNIFICATION (AS PROVIDED IN ARTICLE 8) OR OTHER MATTER TO THE EXTENT PERMITTED BY APPLICABLE LAW.

在任何情況下，無論以何種形式的索賠或訴訟（無論基於契約、過失、民事責任或其它），任何一方就本協議均不承擔以下任何責任：（A）中斷使用、數據損失或不準確數據、為取得替代技術、產品或服務所生之損失或費用，（B）特別、間接、懲罰性、偶然、信賴利益損害、特殊、懲戒性的或後果性損害，包括但不限於業務、收入、利潤和商譽的損失，或（C）損害總額超過過去六（6）個月內在本協議下已支付或應支付的數額，即使其已被告知該等損害的可能性。第 9 條中任何內容並不限制任何一方對詐欺或虛偽陳述、重大過失、死亡或人身傷害、賠償（如第 8 條規定）或適用法律允許範圍內的其它事項應承擔的責任。

10 MISCELLANEOUS 其他

10.1 Entire Agreement; No Oral Modifications. The IO and these Terms constitute the entire agreement of the Parties with respect to the subject matter thereof and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties. No change, consent or waiver under this Agreement will be effective unless in writing. These Terms and an IO may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile (e.g., pdf or electronic signature) copy shall have the same force and effect as execution of an original signature.

完整協議；不得口頭修改 廣告訂單和本條款構成雙方有關本協議之完整協議，並取代雙方有關廣告訂單標的物之前所有談判、理解和協議（口頭或書面）。非以書面為之，本協議下的任何變更、同意或棄權均不生效力。本條款和廣告訂單得以一份或多份副本簽訂，每份副本均應被視為原件，但各副本共同應構成一份協議。簽署傳真副本（如：pdf 檔或電子簽名）與原始簽字具有相同的效力。

10.2 Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms on an IO will prevail. All IOs will be governed by the laws of Singapore. The Parties agree that any dispute arising in connection with the IO (including these Terms) will be first resolved via amicable consultation between the Parties. If the Parties fail to resolve the dispute via consultation within 30 business days, either Party may file the dispute to the Singapore State Court. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

爭議；管轄法律；修訂 如果廣告訂單與本條款間有任何不一致之處，應以廣告訂單的條款為準。所有廣告訂單受新加坡法律管轄。雙方同意，廣告訂單（包括本條款）所生或與之相關的任何爭議應先通過雙方友好協商予以解決。如果雙方未能在 30 個工作日內協商解決爭議，任一方得將爭議提交於新加坡地方法院。如果本協議任何條款被裁定為不可執行，其餘條款將仍然全部有效。本協議下的所有權利和救濟為累積的。

10.3 Notices. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically, by fax, by email or hand delivery.

通知 本協議下需要提供的任何通知若以已付郵資之掛號方式郵寄，視為三天後送達；若以隔夜快遞服務寄出則視為一個工作日後送達；如已電子方式發送、通過傳真或電子郵件或專人遞送則視為立即送達。

10.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control such as earthquakes, typhoons, floods, fires and other natural disasters, wars, insurrections and similar military actions, civil unrest and strikes, slowdowns, embargoes, expropriation, injunctions or other restraints and actions of government, contamination, radioactivity or any other causes preventing such performance ("Force Majeure Event"), the affected Party shall, at the time of the occurrence of the Force Majeure Event, promptly inform the other Party, providing written information on such event. If a Force Majeure Event shall occur, the Parties shall decide whether this Agreement should be amended in light of the impact of the event upon the implementation hereof or either Party may terminate this Agreement due to a Force Majeure Event lasting for more than thirty (30) days.

不可抗力 如果任一方由於超出其合理控制的任何原因（如地震、颱風、水災、火災和其它自然災害、戰爭、暴動和類似軍事行動、內亂、罷工、怠工、禁運、徵用、禁止命令或其它政府限制或行動、污染、放射線、或其它妨害該履行的任何原因）（“不可抗力事件”），致被妨害履行或無法履行其在本協議下的任何義務（付款義務除外），受影響方應在不可抗力事件發生時即時通知另一方，並且就該事件提供書面資訊。如果不可抗力事件發生，雙方應決定本協議是否應根據事件對執行本協議的影響而進行修訂，或任何一方得因不可抗力事件持續超過三十（30）日而終止本協議。

10.5 No Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party without the other Party's written consent, not to be unreasonably withheld. However, without consent, Criteo may assign this Agreement to any



successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their successors, representatives and permitted assigns.

不得轉讓 未經另一方書面同意（該等同意不得被不合理地拒絕），任何一方不得全部或部分轉讓本協議及本協議下的權利和義務。但是，Criteo 可以不經同意將本協議轉讓給其有關本協議的所有或大部分業務的繼受人（無論是通過出售資產或股權、併購、合併或其它方式）。本協議對本協議雙方及其繼受人、代表人和受允許的受讓人均有拘束力，且為其利益而訂立。

- 10.6 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose. Each Party shall indemnify the other for any loss, damage, liability, claim, demand or penalty that may be sustained by the other Party for reason of such Party's failure to comply with this provision.

獨立承包商 雙方為本協議下的獨立承包商，本協議中任何內容不得構成任何一方為另一方的僱主、員工、代理人或代表人，或雙方為任何目的的合資企業或合作伙伴。各方應就另一方因該方未能遵守本條款而遭受的任何損失、損害、責任、索賠、要求或罰款賠償另一方。

- 10.7 Waiver. No failure or forbearance by a party to enforce any of its rights under this Agreement or insist upon performance of the other Party's obligations under this Agreement will be deemed a waiver of such rights or obligations to any extent, and no waiver by either Party of any default or breach of the Agreement will constitute a waiver of any other or subsequent default or breach.

棄權 任何一方未行使或宥恕其依本協議得行使之權利，或未堅持另一方履行依本協議所生之義務，不構成放棄此等權利或義務之行使或請求。任何一方對於他方違約所為之棄權並不因此使其不得行使其他或後續違約事項之請求。

- 10.8 Governing Language. The English version of this Agreement shall prevail in the event of any inconsistency between the Chinese and English versions.

語言 本協議中英文版本如有差異，以英文版本為準。

Last update: March 11 2015

最後一次更新：2015年3月11日