



TERMS AND CONDITIONS – CRITEO SERVICE

条款和条件- CRITEO服务

These Terms and Conditions ("Terms") are between Criteo Advertising (Beijing) Co., Ltd. (hereinafter "Criteo") and the Client and apply to the provision of the Criteo Service.

以下条款和条件（“条款”）适用于科韬广告（北京）有限公司（以下称为“Criteo”）与客户之间Criteo服务的提供。

1- Definitions and Interpretation

1-定义和解释

Agreement

协议

means these Terms and associated Insertion Order placed by the Client named in the Insertion Order.

指该等条款以及广告订单中列明的客户所提交的广告订单。

Aggregated Client Data

汇总客户数据

means data collected by Criteo for the purpose of providing the Service for the Client that can no longer be linked to the Client i.e. Client Data that does not identify or permit identification of a client.

指Criteo收集的用于向客户提供无法再与之相关联服务的数据，即无法辨别或不允许辨别客户身份的客户数据。

Banner

网页横幅广告

means any ad promoting the products and/or services of the Client, which will be optimised by the Criteo Technology.

指宣传客户的产品和/或服务的任何广告，该广告将通过Criteo技术进行优化。

Client Content

客户内容

means images, graphics, text, data, links or other creative elements supplied by the Client to Criteo (by data feed or otherwise) for inclusion in Banners.

指客户向Criteo（通过数据传送或其它方式）提供的用于网页横幅广告的图片、图形、文字、数据、链接或其它创意元素。

Client Data

客户数据

means data that Criteo collects through Criteo tags on the Client's properties which includes any information that can be attributed to a user via cookies or other technologies that record events related to users' activity on Client's properties (such as the number of pages viewed, the products the user viewed, user searches).

指Criteo通过Criteo在客户所有媒介上的标签文件收集的数据，包括通过cookies或记录有关在客户所有媒介上的用户活动之事件（例如浏览的页面数量、用户浏览的产品、用户搜索）的其它技术而可归于用户的任何信息。



Criteo Data

Criteo 数据

means data related to the Criteo ad serving activity such as the number of ads displayed to users and aggregated client data that does not identify or permit identification of a client.

指有关Criteo广告投放活动的数据，例如向用户展示的广告数量和不能识别或不允许识别客户的汇总客户数据。

Criteo Network

Criteo 网络

means a network of publishers on supported interactive properties whose identity is unknown to the Client and administered at the sole discretion of Criteo for display of Banners.

指支持互动媒介的发布商组成的网络，相关发布商的身份不为客户所知悉，而该网络由Criteo自行管理并用于展示网页横幅广告。

Criteo Service or Service

Criteo 服务或服务

means the service chosen by the Client in the Insertion Order.

指客户在广告订单中选择的服务。

Criteo Sourced Data

Criteo 源数据

means aggregated data provided by third parties independently of the provision of the Criteo Service to the Client and may include publisher data.

指由第三方在向客户提供的Criteo 服务之外单独提供的汇总数据，可能包括发布商数据。

Criteo Technology

Criteo 技术

means Criteo's performance display advertising technology allowing it to serve the right ad to the right user at the right time.

指Criteo 的效果展示广告技术，该技术使Criteo 能够将正确的广告在正确的时间提供给正确的用户。

Cross-Devices Linking

跨设备连接

means the action of associating of two or more browsers and/or applications/devices, used, or likely used, by the same user.

指将同一用户使用的或可能使用的两个或多个浏览器和/或应用程序/设备相关联的行为。

Data

数据

means Client Data, Criteo Data and Criteo Sourced Data.

指客户数据、Criteo 数据和Criteo 源数据。

Insertion Order

广告订单

means a Client order which indicates the type of service chosen, the duration of the Service, the budget, the price and any other particular condition, in the form which is to be provided by Criteo and a completed version of which shall



be duly executed by the Parties.

指显示所选择的服务类型、服务期限、预算、价格和任何其它特定条件的客户订单，其格式由Criteo提供且双方应签署其完成版本。

Target Audience

目标受众

means users on the Criteo Network who will be targeted with relevant performance advertising banners based on the Criteo Technology.

指根据Criteo技术而锁定并向其提供相关效果网页横幅广告的Criteo网络用户。

2-Setting up the Service: The Client will comply with the technical requirements and specifications of the Criteo Service together with any other requirements and specifications Criteo may specify in writing from time to time, for example in respect of providing and improving other Criteo products and services which the Client may be interested in receiving. These technical specifications may include the following operations: (i) including software code, tags and cookies supplied by Criteo on the Client's properties (including on its websites and, if applicable, email newsletters); (ii) supplying Criteo with catalogue files of the Client's products and/or services to be included in Banners; and (iii) supplying Criteo with the Client's logos and other Client Content to be displayed in Banners. The Client shall be solely liable for performing these operations. Criteo does not warrant any dates (if any) stated in the Insertion Order. When setting up an advertising campaign the Client shall select the Target Audience for the campaign. Furthermore, **THE CLIENT SHALL COMPLY AT ALL TIMES WITH CRITEO'S POLICIES THAT INCLUDE ITS PRIVACY POLICY [www.criteo.com/us/privacy-policy] (THE "PRIVACY POLICY") AND ADVERTISING GUIDELINES [http://www.criteo.com/en/legal/terms-and-conditions-criteo-service] (THE "ADVERTISING GUIDELINES"). THE CLIENT ACKNOWLEDGES THAT THESE POLICIES MAY BE UPDATED FROM TIME TO TIME TO REFLECT CRITEO'S PRACTICES AND NEW PRODUCTS/SERVICES.** In the event of any material change to these policies, Criteo shall communicate these changes in advance. Criteo has a Code of Business Conduct and Ethics available on its corporate website.

建立服务：客户将遵守Criteo服务的技术要求和规范要求，同时遵守Criteo任何其他随时通过书面明确列出的要求和规范，例如，关于提供和改进客户可能感兴趣接收的其他Criteo产品和服务。该等技术规范要求应包括以下操作：(i) 包括由Criteo提供的有关客户媒介的软件代码、标签和网络跟踪器（包括其网站上，以及电子邮件时事通讯（如适用））；(ii) 向Criteo提供用于网页横幅广告的客户产品和/或服务的目录文件；以及(iii) 向Criteo提供展示在网页横幅广告中的客户标识和其它客户内容。客户应对执行该等操作承担全部责任。Criteo并不对广告订单中所列的任何日期（如有）做出保证。在建立广告活动时，客户应为活动选择目标受众。并且，**客户应在任何时候均遵守Criteo的政策，包括其隐私政策【www.criteo.com/us/privacy-policy】（“隐私政策”）和广告准则【http://www.criteo.com/en/legal/terms-and-conditions-criteo-service】**。客户承认，该等政策可能会不时更新，以反应Criteo的实践和新产品/服务。如果该等政策出现重大变化，Criteo应提前传达这些变化。Criteo在其公司网站上提供商业行为及道德准则。

3-Banner Display: The Client acknowledges and accepts that the Banners are displayed on the Criteo Network and that Criteo has an absolute discretion as to where (and how often) the Banners will be displayed and how priority is to be governed between different clients. The Client acknowledges that Banners may be displayed next to banners of its direct or indirect competitors. Criteo reserves the right to make changes to the Criteo Technology and/or to cease or not commence display of Banners without notice or compensation to the Client. Criteo uses commercially reasonable efforts not to display Banners on websites or other media that are of pornographic, defamatory, obscene or illegal nature. In the event Client notifies Criteo in writing that Banners are being displayed on such media, Criteo will promptly remove the Banners.

网页横幅广告展示：客户承认并接受，网页横幅广告在Criteo网络上展示，并且Criteo对网页横幅广告将在哪里（及每隔多久）展示以及管理不同客户之间的优先次序具有绝对酌情决定权。客户承认，网页横幅广告可以在其直接或间接竞争对手的网页横幅广告旁边展示。Criteo保留未经通知且无须赔偿客户而更改Criteo技术和/或停止或不予开始展示网页横幅广告的权利。Criteo会尽商业上合理的努力不将网页横幅广告展示在具有色情、诽谤、淫秽或非法性质的网站或其它媒体。如果客户书面通知Criteo网页横幅广告正在该等媒体上展示，Criteo会立即删除



该网页横幅广告。

4- Measurements and Performance Report: Criteo measures, through its servers, the number of impressions and/or clicks and/or other metrics necessary for calculating the charges under the Agreement. The Client accepts that Criteo's measurements are final and shall prevail over any other measurements. Criteo grants the Client access to an online interface to access statistics on a daily basis and control its account. Statistics are updated with a maximum delay of 48 hours. Any modifications made and approved (either by the Client or upon the Client's instruction) –including, but not limited to, budget adjustments or pausing a campaign, are solely the Client's responsibility and the Client shall be liable for any costs incurred to Criteo as a result of modifications. The Client gives permission for Criteo to make modifications on its behalf in accordance with any specific instructions communicated to Criteo in writing (including, but not limited to, CPC ranges, minimums and maximums and key campaign outcomes). Furthermore, the Client is responsible for the use and storage of its personal and confidential password and ID and shall immediately notify Criteo in writing of any loss or involuntary disclosure thereof.

测量结果和效果报告：Criteo通过其服务器测量展示次数和/或点击次数和/或其它需要的指标来计算本协议项下的费用。客户接受Criteo的测量结果为最终的结果，并且较之任何其它测量结果应以Criteo的测量结果为准。Criteo授予客户访问网上界面的权限，以每天访问统计数据和控制其账户。统计数据的更新最多滞后48小时。（由客户或根据客户指示）做出和批准的任何修改-包括但不限于预算调整或暂停活动-完全由客户负责，并且客户应承担Criteo由于修改而产生的任何费用。客户允许Criteo按照向Criteo书面做出的任何具体指示代其进行修改（包括但不限于按点击收费范围、最小值和最大值和主要活动结果）。并且，客户负责使用和存储其个人的和保密的密码和ID，并应立即书面通知Criteo其个人的和保密的密码和ID的遗失或非自愿披露。

5-Invoicing and Payment: The Client minimum investment (if applicable) for setting up the Criteo service is defined in the Insertion Order. Criteo retains the right, in its sole discretion, to request prepayment from a Client, as specified in the Insertion Order. Criteo shall issue commercial receipt, instead of VAT tax receipt, within 30 calendar days upon receipt of prepayment to the Client.

The Criteo Service will be charged on the basis in the Insertion Order and will include out-of-pocket expenses incurred in undertaking the Criteo Service (e.g. transportation, telecommunications, government charges, photocopy, postage, etc.) and taxes / fees payable due to the provision of Criteo Services (including but not limited to Value Added Tax, Urban Construction and Maintenance Tax, Educational Surcharge, Local Educational Surcharge and Cultural Construction Fee, if applicable). The Client will receive monthly invoices from Criteo delivering the Criteo Service. Criteo does not guarantee that the budget set up in the Insertion Order will be reached. Unless specified otherwise in the Insertion Order, the Client shall pay all amounts due, without set-off, within 30 calendar days from the invoice date. All payments to Criteo shall be made in the currency of the invoice, and payments listed in the Insertion Order are quoted exclusive of any applicable taxes or fees which shall be payable by the Client or Criteo due to provision of Services at the time and in the manner required by law. The Client shall be solely responsible for all taxes, fees and charges in connection with the provision of Criteo Services. In the event that Criteo is required to pay any such tax, fee or charge, the Client shall reimburse Criteo therefore. Criteo shall be entitled to charge late payment surcharges and recovery costs on overdue amounts as specified by the relevant law or as set out in the Insertion Order. Any claim on the invoice can only be raised within one calendar month of receipt. Unless stated otherwise in the Insertion Order, all payments (including taxes) stated in the invoices shall be payable solely by the Client.

Due to issues both agreed by the Client and Criteo in written, including changes or cancelation of the agreement, Criteo may need to refund the Client on the latter's previously settled prepayment or service fees. The Client shall accordingly submit a written refund application to Criteo. In cases where the related service fees have been issued with invoices by Criteo, the Client shall return the invoices and complete the invoice cancelation procedures, including obtaining a Red-Letter Invoice Issuance Notice from the tax authority in charge of the Client (if applicable), at the time when such refund application is submitted. Criteo shall settle the refund within 30 calendar days upon receipt of the written application as well as the related original invoices and documents including Red-Letter Invoice Issuance Notice. Any claim on the refund application shall be raised within one calendar month after receipt of the refund application.



付款通知和付款：客户建立Criteo服务的最低投资额（如适用）在广告订单中规定。Criteo保留自行决定要求客户支付广告订单中规定的预付款项之权利。Criteo将在收到预付款项后的30个自然日内向支付预付款的客户提供不包括增值税发票在内的收款凭证。

Criteo 服务将按照广告订单中的标准收取，并将包含在提供 Criteo 服务的过程中可能发生的各项代垫费用（比如：交通、通信、政府收费、复印和邮寄等费用）以及 Criteo 因提供服务而需支付的相关税费（包括但不限于：增值税、城市维护建设税、教育费附加、地方教育费附加及文化事业建设费，如适用）。客户将自 Criteo 交付 Criteo 服务起按月收到付款通知。Criteo 不保证会达到广告订单中设置的预算。除非在广告订单中另有规定，客户应在付款通知之日起[30个自然日]内支付所有应付款项，不得抵消。向 Criteo 支付的所有款项应以付款通知中规定的货币支付，并且广告订单中所列款项不包括当时客户自身或 Criteo 因提供服务而应按照国家法律交付的任何可适用的税费。客户应全部承担与提供 Criteo 服务有关的所有税款、费用和收费。如果 Criteo 须要支付任何该等税款、费用或收费，客户应就此偿还 Criteo。Criteo 有权按照相关法律规定或广告订单中的规定就逾期款项收取逾期附加费和收回成本。对付款通知的任何主张应在收到付款通知后一个自然月内提出。除非广告订单中另有规定，所有付款通知中所列的款项及税费应完全由客户支付。

因协议变更或取消等客户与Criteo已达成书面一致的事项而造成Criteo应向客户退还后者已支付的预付款或服务费的情形，客户应提交书面退款申请。如Criteo已就相关服务费开具发票的，客户应在提交书面退款申请时同时返还发票原件，并完成包括取得由客户主管税务机关出具的红字发票开具通知单（如适用）在内的发票作废或抵消程序。Criteo将在收到书面申请及相关发票原件和红字发票开具通知单等单据后的30个自然日内向客户支付应退款项。对退款申请的任何主张应在收到申请后一个自然月内提出。

6-Intellectual Property: Each Party remains sole owner of the intellectual property rights it owned prior to the execution of the Agreement. Criteo is the sole owner of all intellectual property rights in and to the Criteo Technology and Criteo Data. Client is the sole owner of all intellectual property rights in and to the Client Data. The Client authorizes Criteo: (i) to collect, use, analyze and process the Client Data, to combine the Client Data with Criteo Data and Criteo Sourced Data and to perform the Service for the Client; (ii) to improve Criteo Technology, Criteo Service and other Criteo products, programs and/or services, including, for example, Criteo's email marketing service, with Aggregated Client Data; and (iii) to disclose Client Data if required by law. For the duration of the Agreement, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Client trademarks and logos, and to display, reproduce, represent the Client Content of the Banners: (a) on the Criteo Network; (b) on all documentation promoting the Criteo Service. Criteo shall seek prior authorization from the Client for any press release using the Client's name, logos and/or trademarks. The Client shall not modify or attempt to modify the code or otherwise reverse engineer or create derivative works of any aspect of the Criteo Technology.

知识产权：各方为其在执行本协议之前拥有的知识产权之唯一所有者。Criteo是Criteo技术和Criteo数据内及相关的知识产权的唯一所有者。客户是客户数据内及相关的知识产权的唯一所有者。客户授权Criteo：(i) 收集、使用、分析和处理客户数据，将客户数据与Criteo数据和Criteo源数据相结合，并为客户提供服务；(ii) 通过汇总客户数据改进Criteo技术、Criteo服务和其它Criteo产品、程序和/或服务，包括，举例来说，Criteo的电子邮件营销服务；和(iii) 按照法律规定披露客户数据。在协议期限内，客户授予Criteo（包括Criteo的关联公司）全球性、免版税、不可转让的许可，以使用、复制和表现客户商标和标识，并且将网幅广告的客户内容展示、复制和表现于：(a) Criteo网络；(b) 宣传Criteo服务的所有文件。Criteo应就使用客户名称、标识和/或商标的任何新闻稿征求客户的事先授权。客户不得修改或尝试修改代码或以其它方式实施反向工程或创造Criteo技术的任何其它方面的衍生作品。

7-WARRANTIES AND INDEMNITIES: EXCEPT AS SET OUT IN THIS CLAUSE, CRITEO GIVES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER AND, IN PARTICULAR, BUT WITHOUT LIMITATION, EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT OR THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CRITEO TECHNOLOGY, THE CRITEO NETWORK OR ANY SERVICE PROVIDED UNDER THE AGREEMENT. THE CLIENT WARRANTS AND REPRESENTS TO CRITEO THAT: (I) IT HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS AS SET OUT HEREIN; (II) IT HAS THE RIGHT TO PROVIDE THE CLIENT CONTENT TO CRITEO FOR PUBLICATION AND TO AUTHORIZE CRITEO TO USE THE CLIENT CONTENT, WITHOUT INFRINGING ANY RIGHTS OF ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS; (III) THE CLIENT CONTENT COMPLIES AT ALL TIMES WITH ALL APPLICABLE LAWS, STATUTES, STATUTORY INSTRUMENTS,



CONTRACTS, REGULATIONS, ADVERTISING AND MARKETING CODES OF PRACTICE IN ANY OF THE JURISDICTIONS WHERE BANNERS DISPLAYED; (IV) THE CLIENT CONTENT DOES NOT CONTAIN ANY MATERIAL THAT IS OBSCENE, DEFAMATORY OR CONTRARY TO ANY APPLICABLE LAW OR REGULATIONS AND DOES NOT GIVE ACCESS VIA HYPERLINKS TO ANY PROPERTY CONTAINING MATERIAL THAT IS OBSCENE, DEFAMATORY OR CONTRARY TO ANY APPLICABLE LAW OR REGULATION; (V) IT SHALL NOT PROVIDE ANY PERSONAL DATA, VIA ITS DATA FEED OR OTHERWISE, PURSUANT TO APPLICABLE DATA PROTECTION LAWS; (VI) ANY INFORMATION PROVIDED UNDER THE AGREEMENT IS TRUE, ACCURATE, COMPLETE AND CURRENT; AND (VII) IT SHALL COMPLY WITH ALL RELEVANT LAWS AND REGULATIONS INCLUDING ANY GUIDELINES OR POLICIES AS MADE AVAILABLE BY CRITEO. THE CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD CRITEO HARMLESS FROM AND AGAINST ANY THIRD-PARTY SUIT, PROCEEDING, ASSERTIONS, DAMAGES (DIRECT OR INDIRECT), COST, LIABILITY, AND EXPENSES (INCLUDING COURT COSTS AND LEGAL FEES), INCURRED AS A RESULT OF ANY BREACH OF THIS CLAUSE 7 OR OF ANY CLAIM WHICH IF TRUE WOULD BE A BREACH OF THIS CLAUSE.

保证及保障：除了本条款所载内容，Criteo 不就任何事宜提供任何明示或暗示的保证或条件，并且尤其（但不限于）明确否认对 Criteo 技术、Criteo 网络或根据本协议提供的任何服务的非侵权或质量或适用于任何特定用途做出任何保证或条件。客户向 Criteo 作出以下保证和陈述：（I）其具有订立本协议和履行其在本协议中所列之义务的权利、权力和授权；（II）其有权向 Criteo 提供用于发布的客户内容并有权授权 Criteo 使用客户内容，而并不侵犯任何第三方的任何权利（包括但不限于知识产权）；（III）客户内容在任何时候均符合展示横幅广告之地的任何司法管辖区之所有适用法律、法规、法律文书、合同、规章制度、广告及营销法规或实践；（IV）客户内容不包含任何淫秽、诽谤或违反任何适用法律或法规的材料，也不通过链接提供任何包含淫秽、诽谤或违反任何适用法律或法规的材料的媒介之访问权限；（V）其根据适用数据保护法律不得通过数据传送或其它方式提供任何个人数据；（VI）根据本协议提供的任何信息为真实、准确、完整和最新的；并且（VII）其应遵守所有相关法律和法规，包括 Criteo 提供的任何准则或政策。客户应就任何因违反本第 7 条或因如属实则构成违反本条款而产生的第三方诉讼、法律程序、主张、损失（直接或间接）、成本、责任和费用（包括诉讼费用和律师费）进行辩护、赔偿，并使 Criteo 免受损害。

8-Liability: To the maximum extent permitted by applicable law, neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if said party has been advised of the possibility of such damages. Neither party shall have any liability for any failure or delay resulting from any event, beyond the reasonable control of that party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, strike ("Force Majeure Event"). Client acknowledges and accepts that the price paid by Client takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in this Agreement excludes or limits either Party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful. **SAVE FOR THE INDEMNITY IN CLAUSE 7 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTIES' LIABILITY UNDER THE AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, WILL BE LIMITED TO DIRECT MONEY DAMAGES AND SHALL NOT EXCEED THE AMOUNT CORRESPONDING TO THE LAST 6 MONTHS INVOICED TO THE CLIENT. THE CLIENT ACKNOWLEDGES AND ACCEPTS THE RISK THAT THIRD PARTIES MAY GENERATE IMPRESSIONS, CLICKS OR OTHER ACTIONS AFFECTING THE CHARGES UNDER THE AGREEMENT FOR FRAUDULENT OR IMPROPER PURPOSES. CRITEO SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO THE CLIENT IN CONNECTION WITH ANY THIRD PARTY CLICK FRAUD OR OTHER IMPROPER ACTIONS THAT MAY OCCUR. SUCH THIRD PARTY CLICK FRAUD OR OTHER IMPROPER ACTIONS SHALL NOT AFFECT THE CHARGES UNDER THE AGREEMENT BASED ON CRITEO'S MEASUREMENTS.**

责任：在适用法律允许的最大范围内，任何一方不就有关本协议的任何特别、间接、偶然、结果性、惩罚性或惩戒性损害赔偿承担责任，即使该方曾被告知该等损害赔偿的可能性。任何一方均不对因任何超出该方合理控制的事件（包括但不限于火灾、水灾、暴动、战争、恐怖活动、地震、停电、内乱、爆炸、禁运、罢工）（“不可抗力事件”）而导致的未能履行或延迟履行承担任何责任。客户承认并接受，客户支付的价格包括此交易所涉及的风险并且代表风险的公平分配。为避免产生疑问，本协议不排除或限制任何一方对欺诈、重大过失、死亡或人身伤害的责任或法律不允许排除或限制的任何其它事宜的责任。除上述第7条中的保障之外，在适用法律允许的最大范围之内，任何一方在本协议项下的责任（无论出于任何原因，无论是基于合同或侵权或其它）将仅限于直接金钱损失，不得超过相当于过去6个月向客户收取的金额。客户承认并接受第三方可能会出于欺诈或不当目的而产生影响本协议项下的费用的显示、点击或其它行为之风险。Criteo就有关可能发生的任何第三方的点击欺诈或其它不当行为不对客户承担任何责任或义务。该等第三方的点击欺诈或其它不当行为不影响依据Criteo的测量结果而确定的本协议



下的费用。

9-Privacy: The Client acknowledges and accepts it will include said code and tags on its properties (including, if requested in writing by Criteo or specified in the technical specifications referred to in clause 2 above, on its email newsletters and websites). Any data received by Criteo via said tags will be used for performing the Criteo Services, enhancing the Criteo Technology and/or providing and improving any other Criteo products or services which the Client may be interested in receiving from time to time. Criteo will collect and use such data in accordance with applicable laws and regulations, including but not limited to laws governing privacy and data protection. The Client undertakes to include on its properties (i) a privacy policy that includes a link to the Criteo privacy policy and when legally compulsory (ii) appropriate notice and choice mechanisms that comply with relevant laws and regulations. When notices are legally required they should indicate prominently to users (i) that by continuing to browse on Client properties, they consent to cookie (or other tracking technologies) dropping for the purpose of serving targeted advertising; and (ii) allow users to learn more and object to Criteo's Services. When applicable, the Client undertakes to disclose that data may be collected and or shared with Criteo for Cross Device Linking purposes. Each Banner in any format controlled by Criteo will include a link to Criteo's Privacy Policy page (www.criteo.com/us/privacy-policy) that will include information for users on how to disable Criteo Service (and insert an "opt-out" link).

隐私：客户承认并接受，将把上述编码和标签文件纳入其所有媒介（包括，如果经Criteo书面申请或在上述第2条内提及的技术规范要求中指定，在其电子邮件时事通讯和网站上）上。Criteo通过该等标签文件接收的任何数据将用于执行Criteo服务、提高Criteo技术和/或提供并改进任何其他客户可能随时有兴趣接收的Criteo产品或服务。Criteo将按照适用法律和法规（包括但不限于管理隐私和数据保护的法规）收集和使用该等数据。客户承诺在其所有媒介上包括（i）包含Criteo隐私政策的链接，并且如法律强制规定（ii）符合相关法律和法规的适当的通知和选择机制。如果按照法律规定需要通知，通知应向用户明显指出（i）通过在客户所有媒介上继续浏览，用户同意为提供定向广告而投放cookie（或其它追踪技术）；和（ii）允许用户进一步了解和反对Criteo服务。如适用，客户同意出于跨设备连接的目的，披露可能由Criteo收集或与之分享的那些数据。每个采用Criteo所控制的任何形式的网幅广告将包含连往Criteo隐私政策网页的链接(www.criteo.com/us/privacy-policy)，该网页将含有有关客户如何禁用Criteo服务的信息（并插入一个“退出”链接）。

10-Term and Termination: The Agreement shall apply as from the date of the Insertion Order and shall expire (i) on the date stated in the Insertion Order; or (ii) on the date when the total budget chosen by the Client (and as set out in the Insertion Order) is exhausted, whichever occurs earlier. Without prejudice to any other rights and remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party: (a) if the other commits a material breach of any of its obligations under the Agreement and in the case of a remediable breach, fails to remedy it within seven (7) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; or (b) on the occurrence of a Force Majeure Event that has continued for a minimum period of two months; (c) to the extent permitted by applicable law in the event that either Party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law. Expiration or termination (for any reason) of the Agreement shall not affect any accrued rights or liabilities which either Party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.

期限和终止：本协议应于广告订单之日起适用，于（i）广告订单上注明的日期；或（ii）客户选择的（以及广告订单上所列的）总预算用完之日截止，以较早的日期为准。在不损害任何其它权利和救济的情况下，任何一方在如下情形可以通过书面通知另一方立即终止本协议：（a）如果另一方对其在本协议项下的任何义务做出重大违约，并且在违约可以纠正的情况下未在收到说明违约并要求纠正该违约的通知后的七（7）天内未纠正该违约；或（b）出现不可抗力事件时，且该不可抗力事件持续至少两个月；（c）在适用法律允许的范围内，如果任何一方根据相关当地法律无力偿债、进入清盘、委任一名行政接管人或类似程序。本协议期满或终止（无论出于任何原因）不影响任何一方当时可能拥有的任何已产生的权利或责任，也不影响明示或暗示在截止或终止后仍应继续有效的任何条款。

11-Confidentiality: Each Party undertakes that it will not at any time disclose to any person not explicitly mentioned in this Agreement, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any confidential information concerning the business or affairs of the other Party (including the other Party's affiliates) which is disclosed to it by the other Party. If such disclosure is required by law or any legal or



regulatory authority, the Party required by the authority shall give the other Party written notice of such disclosure as soon as possible prior to making the disclosure and upon request, shall assist the other Party in obtaining a protective order or other relief.

保密：各方承诺其将在任何时候不得向除本协议中为明确提到的人士（其专业代表或顾问或按照法律或任何法律或监管机构的规定）以外的任何人士披露本协议的条款和条件或由另一方向其披露的有关另一方（包括另一方的关联公司）的业务或事务的任何保密信息。如果按照法律或任何司法或监管机构规定进行该披露，被主管机关要求披露的一方应在做出披露前尽快书面通知另一方该披露，并且经要求时应协助另一方取得保护令或其它救济。

12-No Assignment: The Client shall not without Criteo's prior written consent assign, sub-license or deal in any other manner with the Agreement or any of its rights under the Agreement, or sub-contract any or all of its obligations under the Agreement or purport to do any of the same. Criteo may assign, sub-license or deal in any other manner with the Agreement or any of its rights under the Agreement or sub-contract any or all of its obligations under the Agreement without the Client's consent upon written notice to the Client.

不得转让：未经Criteo事先书面同意，客户不得转让、分许可或以任何其它形式处置本协议或其在本协议项下的任何权利，或分包其在本协议项下的任何或所有义务或试图进行以上任何行为。经书面通知，Criteo可转让、分许可或以任何其它形式处置本协议或其在本协议项下的任何权利，或分包其在本协议项下的任何或所有义务，无须客户许可。

13-Miscellaneous:

其它条款：

(I) Criteo reserves the right to modify the Terms at any time. **THE TERMS ARE EFFECTIVE AS SOON AS THEY ARE AVAILABLE ONLINE AT THE FOLLOWING LINK: <http://www.criteo.com/en/legal/terms-and-conditions-criteo-service> . THEY SHALL AUTOMATICALLY APPLY TO PARTIES, EACH INSERTION ORDER OR INSERTION ORDER RENEWAL CONCLUDED AFTER THE MODIFICATIONS. THE CLIENT HAS A DUTY TO KEEP ITSELF INFORMED OF THE LATEST VERSIONS OF THE TERMS.**

Criteo保留在任何时候修改条款的权利。条款一旦通过以下链接在网上提供即生效

(<http://www.criteo.com/en/legal/terms-and-conditions-criteo-service>)。条款应自动适用于合同双方以及修订后订立的所有广告订单或广告订单续订。客户有义务确保自己了解最新版本的条款。

(ii) This Agreement shall be governed by the PRC law

本协议由中国法律管辖。

(iii) Any dispute arising out of or in connection with this Agreement and shall be first resolved via friendly consultation between the Parties. If the Parties fail to resolve the dispute via consultation within [30] working days, either Party may file the dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing for arbitration in accordance with the prevailing CIETAC arbitration rules then in effect. The arbitral award shall be final and binding upon both Parties. Each Party shall bear its own legal fee. The losing Party shall bear the arbitration fee charged by CIETAC. The arbitration tribunal shall consist of three (3) arbitrators. Each Party shall appoint an arbitrator, the nationality of whom shall be other than the nationalities of the appointing Party. The presiding arbitrator shall be appointed by these two arbitrators. The arbitration shall be conducted in English.

本协议产生或与之相关的任何争议应先通过双方友好协商予以解决。如果双方未能在30个工作日内协商解决争议，任何一方可以将争议提交在北京的中国国际经济贸易仲裁委员会（“CIETAC”）按照当时有效的CIETAC仲裁规则进行仲裁。仲裁裁决为终局的，对双方均有约束力。各方应承担其各自的法律费用。败诉方应承担CIETAC收取的仲裁费用。仲裁庭由三（3）名仲裁员组成。各方应指定一名仲裁员，该仲裁员的国籍应不同于指定方的国际。首席仲裁员应由该二位仲裁员任命。仲裁应以英语进行。

(iv) The Agreement may be amended only by a written agreement executed by an authorized representative of each Party. The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution or sending of an Insertion Order or to modify the terms of an Insertion Order including its renewal. All notices will be addressed to the contact information set forth in the Insertion Order executed between the Parties.



本协议仅可通过双方授权代表签署的书面协议进行修订。双方同意并接受电子格式应被视为用于签署或发出广告订单或修改广告订单条款包括续订之可接受的交流方式。所有通知将寄到双方签署的广告订单中所列的联系信息。

(v) The Client's placing of an Insertion Order implies full acceptance by the Client of the Terms notwithstanding any term to the contrary that may be contained in any of the Client's documentation, in particular in any purchase order. The Terms and each Insertion Order duly executed, constitute the Agreement between the Parties. If there is any contradiction between the Terms and Insertion Orders, the Insertion Orders shall take precedence in relation to the Criteo Service.

客户提交广告订单即表明客户完全接受条款，即使客户任何文件（特别是任何订购单中）中可能包含任何相反的条款。条款和每个经签署的广告订单构成双方之间的协议。如果条款和广告订单之间有任何矛盾之处，关于Criteo服务以广告订单为准。

(vi) The Agreement constitutes the complete and entire agreement between the parties and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the parties.

本协议构成双方之间的完整或全部协议，并应取代双方之间的任何和所有无论书面或口头的其它事先理解、承诺、表示或合意。

(vii) If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall no effect the other provisions of the Agreement which shall remain in full force an effect.

如果本协议任何规定被有任何有管辖权的法院或行政机构认定为无效或不可执行的，本协议的其它规定不受该无效性或不可执行性影响并且仍应继续有效。

(viii) The English version of Agreement shall prevail in the event of any inconsistency between the Chinese and English versions.

本协议中英文版本如有差异，以英文版本为准。

(ix) The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

双方为独立合约方，并无权利或授权代表对方承担或设立任何义务或责任。本协议不得被解释为设立或意味着任何合伙、代理或合资企业关系。

(x) In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.

如果延迟、未能或不履行（全部或部分）执行、行使或实行根据本协议或法律授予或产生的任何权利、权力、特权、索赔或救济，不得视为或解释为放弃该权利或任何其它权利，从而在任何其它时间或之后阻碍执行该权利或任何其它权利、权力、特权、索赔或救济。

(xi) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.

除非本协议另外规定，任何第三方在本协议项下不具有任何权利或义务。

(xii) The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one agreement binding on all the Parties hereto.



本协议可以以一份或多份副本签订，每份副本均应被视为协议原件，但各副本一起应构成一份协议，对本协议双方具有约束力。

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