



CRITEO PUBLISHER TERMS AND CONDITIONS

CRITEO 发布者条款和条件

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.” These Terms and any specific terms in an IO shall be collectively considered the “Agreement.”

以下条款和条件（“条款”）以提及方式纳入 Criteo 与广告订单上所列的发布者之间订立的广告订单。Criteo 和发布者为“一方”或“双方”。该等条款和广告订单中的任何具体条款应共同视为“协议”。

1 DEFINITIONS

定义

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

“广告”指 Criteo 有权显示的任何广告。

1.2 “Affiliate” means any person that directly or indirectly controls or is controlled by or is under common control with the other person. “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, 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 of such person, and the terms “controlled” and “controlling” shall have correlative meanings.

“关联方”指直接或间接控制其它一方或被其它一方直接或间接控制或与其它一方被共同控制的一方。“控制”指直接或间接拥有指导或导致指导一方的管理和政策，无论是通过拥有注册资本或投票权证券、合同或其它方式，并且包括但不限于：(i) 直接或间接拥有该方 50% 或更多的已发行股份、注册资本或其它权益，(ii) 直接或间接拥有该方 50% 或更多的投票权，或 (iii) 具有直接或间接委任该方董事会或类似权力机构的成员的权利。“被控制”与“控制”具有相对应的意义。

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

“协议”包括双方签订的广告订单和该等条款。

1.4 “Deliverables” means the inventory 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”指按照每千次显示费用或广告订单中所列的其它指标出售、将在网站上显示的由发布者出售的库存。

1.5 “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 技术”指使 Criteo 能够将相关广告（根据用户的网上浏览行为）提供给用户并向其显示广告的 Criteo 专有技术，包括但不限于 Criteo 的广告追踪技术、广告提供技术和广告策划及报告技术。

1.6 “Intellectual Property of Criteo” means all present and future intellectual and industrial property rights, including but not limited to patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, 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 的“知识产权”指所有目前和未来的知识产权和工业产权，包括但不限于专利、发明权、著作权和相关权利、商标、商号和域名、商业外观权、商誉权或起诉假冒的权利、反不正当竞争权、设计权、计算机软件之权利、数据库权、专有技术权、商业秘密权和 Criteo 技术之权利和任何其它知识产权，在以上每种情况下无论其注册与否，并且包括目前或将来在世界任何部分存在或将存在的该等权利以及所有类似或同等权利或保护形式的所有申请（及申请权）和续期或延期。

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.

“网站”指适用广告订单上所列任何网站或其它互动媒体，包括并非发布者拥有或经营但发布者拥有投放广告的合同权利的网站。

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2 AD PLACEMENT

广告投放

- 2.1 **Compliance with IO.** Publisher agrees that during the Term of this IO, the Publisher shall provide certain Deliverables on the Site(s) listed in the IO 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.

符合广告订单 发布者同意在本广告订单的期限内，发布者应为 Criteo 在广告订单中所列的网站上仅为 Criteo 构建并经 Criteo 技术识别的人群提供交付物。发布者应遵照 Criteo 的指示而实施 Criteo 技术。该等指示涉及广告 displays、广告投放、跟踪和报告。发布者承诺，未经 Criteo 事先书面同意不得修改 Criteo 技术的任何调用代码或其它编程。

- 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 the 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 these Terms and the IO.

知识产权 发布者承认 Criteo 对 Criteo 技术及其所有副本（包括但不限于所有修改及改进）之所有知识产权的所有权和/或产权。发布者同意不因使用 Criteo 技术而取得对 Criteo 技术之知识产权的任何权利、所有权或利益。在广告订单期限内，Criteo 授予发布者仅在 严格按照该等条款和广告订单履行其在广告订单下的义务所需时使用 Criteo 技术的有限、非排他、可撤销、免费和不可转让的许可。

- 2.3 **Prohibited Acts and 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 the most current version of these policies at all times.

禁止行为和政策 发布者同意，其应遵守广告订单中所列的任何投放限制或编辑政策。发布者在任何时候均应遵守 Criteo 政策，包括 隐私政策和广告准则 (<http://www.criteo.com/en/publisher-terms-and-conditions>)。发布者承认，该等政策可能会不时更新，以反映 Criteo 的实践和配合 Criteo 的新产品。发布者须定期阅读该等政策，以确保自己在任何时候均了解该等政策的最新版本。

3 PRICING - PAYMENTS

价格—付款

- 3.1 The Parties may agree on a floor cost per thousand impressions (CPM) price to be paid by Criteo for Deliverables purchased. Notwithstanding anything to the contrary in the Agreement, such floor price shall be dynamic and may be changed by agreement between the Parties at any time.

Criteo will purchase Deliverables at or above the floor price as agreed on by both Parties.

双方可以约定由 Criteo 就购买的交付物支付每千次显示价格 (CPM) 的底价。即使本协议有任何其它规定，该底价应为不固定的，并且可由双方在任何时候经协商而改变。

Criteo 将按照或高于双方约定的底价购买交付物。

- 3.2 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 discrepancies between the Publisher and Criteo above 10% will require further analysis, and the Parties shall exercise good faith efforts to resolve such discrepancy. Publisher shall submit an invoice for the preceding month, and Criteo shall have the right to review the invoices and in the absence of disagreement by Criteo or unless stated otherwise on the IO, Criteo agrees to pay any fees within sixty (60) days after the date of invoice in the currency listed on the IO, which shall include any applicable VAT.

发布者应向 Criteo 每月出具账单，该账单应详细说明上一月的费用。Criteo 通过其服务器测量显示和/或点击和/或计算任何交付物的 费用所需的其它指标。为出具账单之目的，发布者应使用 Criteo 提供的网上控制台内生成的交付物之交付的显示数量。如果发布者与 Criteo 之间超过 10% 的差异，将需要作进一步分析，并且双方应真诚努力解决该差异。发布者应提交上一月的账单，Criteo 有权审查账单，并且如果 Criteo 没有异议或除非广告订单另有说明，Criteo 同意在账单之日后六十 (60) 日内以广告订单中所列的货币支付任何费用，该费用应包含任何适用的增值税。

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- 3.3 When applicable, the CPM may be adjusted by Criteo at any time if it is noticed that the CPM applied is 3 times above the floor price agreed by the Parties. In that case the Parties agree that the CPM that will be applied and billed will be equal to the average CPM paid during the 30 days preceding this finding. The invoice will be modified accordingly.

适当时，如果发现适用的 CPM 超过双方约定的底价之 3 倍，Criteo 可在任何时候调整 CPM。在这种情况下，双方同意采用和收取的 CPM 将等同于该发现前 30 日内支付的 CPM 平均值。账单将会作出相应修改。

- 3.4 Criteo agrees to pay the amounts for the Deliverables detailed in the monthly invoices issued by the Publisher, on the basis all related discrepancies as referred to Section 3.2, if any, are resolved between the Parties. Such amounts shall be calculated solely based on the CPM applied, and shall NOT include additional expenses (e.g. the reimbursement of fees incurred for transportation, telecommunications, government charges, postage, etc. by the Publisher) or any local taxes / fees payable, with the only exception of Value Added Tax ("VAT"), due to the Publisher's provision of services.

在双方解决第 3.2 章提及的所有相关差异（如有）的基础上，Criteo 同意就交付物支付发布者出具的每月账单中详细描述的金額。该等金額应完全按照适用的 CPM 而计算，并且不包含因发布者提供服务而发生的额外费用（例如由发布者报销的交通、电信、政府收费、邮资等产生的费用）或任何应付的地方税/费用，但增值税除外。

- 3.5 Publisher shall be wholly responsible for all local taxes and fees applicable, except VAT, arising in respect of performance of the services agreed in an IO, and shall indemnify and hold Criteo harmless against any liabilities for the same including penalties, interest, expenses or proceedings arising out of or in connection with such taxes.

发布者应全部负责支付有关履行广告订单中约定的服务而产生的所有适用的地方税和费用（增值税除外），并且应就该等地方税和费用的任何责任（包括该等税项产生的或与之相关的罚款、利息、费用或法律程序）对 Criteo 进行赔偿并使 Criteo 免受损害。

All costs and prices stated in an IO are exclusive of VAT. Where applicable legislation allows or requires the Publisher to account for VAT under the reverse charge mechanism, the payment shall be made net of VAT, otherwise Criteo shall pay an additional amount equal to such VAT, provided however that such amount shall only be required to be paid once the Publisher provides the payer with a valid VAT invoice in relation to that amount.

广告订单中所列的所有费用和价格不包含增值税。如适用法律允许或要求发布者按逆向征收机制计算增值税，该款项须扣除增值税，否则 Criteo 应支付等同于该增值税的额外金額，但须经发布者向付款人提供有关该金額的有效增值税发票后方可要求支付该金額。

- 3.6 The Publisher shall issue valid VAT invoice to Criteo within 30 calendar days upon receipt of all invoiced amounts.

发布者应在收到全部账单金額后的[30 个自然日]内向 Criteo 开具有效增值税发票。

4 TERM AND TERMINATION

期限和终止

- 4.1 Term. The term 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 unless terminated in accordance with these Terms, shall renew for an additional one year term each time ("Renewal Term(s)").

期限 期限开始和终止于广告订单中所列的日期。如果广告订单中没有规定日期或列为“开放”，期限为签字区所列的最晚日期起一年（“初始期限”），并且除非根据该等条款终止，应每次续订一年（“续期”）。

- 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.

终止 任何一方可以在以下情况下终止本协议：（a）通过三十（30）天提前书面通知（除非广告订单中规定其它期限）；或（b）如果另一方实质性违反本协议任一条款并且未在收到守约方就该违约的书面通知后十（10）日内纠正该违约；或（c）如果另一方因任何原因停止交易或为债权人的利益而作出转让，或破产接管人、受托人或类似人员被任命接管该另一方的任何或全部财产，或该另一方在对其提起的任何破产、接管或类似程序中寻求保护，则该方可以通过通知立即终止本协议。

5 CONFIDENTIALITY

保密

- 5.1 Scope. "Confidential Information" means all nonpublic information disclosed by or for a Party in relation to this Agreement, including the

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Criteo Technology 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.

范围“保密信息”指由或为一方有关本协议而披露的所有非公开信息，包括 Criteo 技术和根据本协议提供的文件，有关本协议向接收方提供的所有其它文件和信息，以及由此得到的所有文件，该等信息包含接收方之前并不知悉的信息（无论是通过书面、口头或其它方式传递和无论该等信息是否于本协议之日或之前或之后提供），但不包括接收方能够（通过充足证据）证明为以下信息的任何信息：（a）其已经知悉且不受限制的任何信息，（b）由第三方在不违反任何保密义务的情况下向其正当提供且不受限制的任何信息，（c）普遍向公众公开且不违反本协议的任何信息，或（d）由其并未依赖该等保密信息而独立开发的任何信息。

- 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 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 除本协议授予的特定权利外，在本协议期限内以及本协议因任何原因终止或到期后，接收方应对保密信息保密，不得将保密信息用于行使其在本协议项下的权利或履行其在本协议项下的义务以外之目的，不得访问、使用或者非经披露方书面许可或非根据以下第 5.3 章和 5.4 章向任何第三方披露任何披露方的保密信息，并且应至少使用保护其自身保密信息的谨慎标准且不得低于合理的谨慎而保护披露方的保密信息。接收方应确保其可以访问该等保密信息的员工和承包商：（a）就本协议之目的有必要知悉该等保密信息，并且（b）已同意至少等同于本协议对披露方保密信息之保护性的限制。各方应对其员工和承包商违反保密规定承担责任。未经另一方事先书面同意，任何一方不得披露本协议的条款。

- 5.3 Compelled Disclosure. Neither Party shall disclose any 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.

强制披露 任何一方不得根据任何法院命令、政府机构的合法要求或法律实施而要求的披露而披露收到的任何保密信息，除非在任何该等披露前，接收方尽合理努力：（a）立即书面通知披露方该披露要求；（b）配合披露方防止或降低任何该披露或取得保护令；并且（c）在情况允许的最大程度上限制披露。

- 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.

宣传和市场营销 未经另一方事先书面同意，任何一方不得作出与本协议有关的任何新闻发布。尽管有上述规定，Criteo 可以向广告客户披露发布者者为库存来源之事实。

6 PRIVACY & DATA

隐私与数据

- 6.1 Privacy Policy. Publisher will ensure that each of its Sites posts a privacy policy that (i) include a link to [Criteo privacy policy](#), (ii) when compulsory by law or regulation, Publisher shall provide to the users appropriate notice and choice mechanisms that comply with relevant laws and regulations and (iii) Publisher shall provide 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](#).

隐私政策 发布者将确保其所有网站张贴隐私政策，该隐私政策：（i）包括连接 Criteo 隐私政策的链接，（ii）受法律或法规强制时，发布者应向用户提供符合相关法律和法规的适当通知和选择机制，以及（iii）发布者应通过使用 Criteo 退出解决方案或者 [Network Advertising Initiative 退出平台](#) 或 [Digital Advertising Alliance 平台](#) 等退出平台解决方案而提供停用 Criteo 服务的选项。

- 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

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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.

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7 WARRANTIES AND REPRESENTATIONS

保证及声明

- 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.

保证各方声明和保证: (a) 其拥有经营其业务以及履行其在本协议下的义务所需的所有批准、执照、政府授权和许可; (b) 本协议对其有法律约束力并且可根据其条款强制执行; (c) 本协议的签署、交付和履行现在与将来均不会与其作为缔约方或受约束的口头或书面的任何协议、文件、判决或理解发生冲突; 并且 (d) 其在履行义务时将遵守所有适用法律、法规和规章, 包括适用的数据保护或隐私法律和法规。发布者进一步声明并保证, 其将遵守该等条款第 2.3 章和第 6.1 章中所载明的义务。

- 7.2 **Disclaimers.** EXCEPT AS OTHERWISE 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.

免责声明 除非本协议另有规定, 在法律允许的最大范围内, 双方在此否认无论明示或默示、口头或书面的所有其它保证, 包括但不限于所有默示的所有权保证、非侵权保证或适销性或适用于任何特定目的的保证, 以及任何交易过程、履行过程或行业惯例所产生的所有保证。

8 INDEMNIFICATION

赔偿

- 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 发布者按照该等条款及广告订单使用广告时, Criteo 同意为发布者、其关联方及其各自的董事、管理人员、员工和代理就第三方有关 Criteo 违反第 7 章中作出的任何明确声明或保证而提起的索赔进行抗辩。Criteo 同意就和解金额或裁定的及该等索赔所产生的损害、责任、费用和开支 (包括合理的律师费) 赔偿发布者。

- 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.

由发布者作出 发布者同意为 Criteo、其关联方及其各自的董事、管理人员、员工和代理就第三方有关 (a) 发布者违反第 7 章中作出的任何明确声明或保证, (b) 发布者违反第 2.3 章 (包括禁止内容)、第 5 章或第 6 章, 或 (c) 发布者投放任何广告违反了该等条款或任何相关广告订单而提起的索赔进行抗辩。发布者同意就和解金额或裁定的以及该等索赔所产生的损害、责任、费用和开支 (包括合理的律师费) 赔偿 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).

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程序 根据第 8.1 章或 8.2 章索赔要求：(a) 被赔偿方及时提供索赔的书面通知和与之相关的合理配合、信息和协助，并且 (b) 赔偿方具有对该索赔进行抗辩、和解或妥协的完全控制权，但未经被赔偿方书面许可（该等许可不得被无理延迟、限制或拒绝）不得作出任何和解。

9 LIMITATION OF LIABILITY

责任限制

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, STRICT 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) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, 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.

在任何情况下，无论以何种形式的索赔或诉讼（无论基于合同、疏忽、严格责任或其它），任何一方就本协议标的物均不承担以下任何责任：(a) 中断使用、数据损失或不准确或获取替代技术、产品或服务的损失或费用，(b) 间接、惩罚性、偶然、信赖利益损害、特殊、示范或后果性损害，包括但不限于业务、收入、利润和商誉的损失，或(c) 损害总额超过过去六(6)个月内在本协议下支付的或应支付的数额，即使其已被告知该等损害的可能性。本第 9 章中任何内容并不限制任何一方对欺诈或虚假陈述、重大疏忽、死亡或人身伤害、赔偿（按第 8 章中规定）或适用法律允许范围内的其它事宜应承担的责任。

10 MISCELLANEOUS

其它

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 regarding the subject matter of the IO. No change, consent or waiver under this Agreement will be effective unless in writing. The 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.

完整协议；不得口头修改 本广告订单和条款构成双方有关本协议标物的完整协议，并取代双方有关广告订单标物的之前所有谈判、理解和协议（口头或书面）。非经书面作出，本协议下的任何变更、同意或弃权并不生效。广告订单可以以一份或多份副本签订，每份副本均应被视为原件，但各副本一起应构成一份协议。签署传真复印件（例如 pdf 或电子签名）与原始签字具有相同的效力。

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 the People's Republic of China. The Parties agree that any dispute arising in connection with the IO (including these Terms) will be first resolved via friendly 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 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 presiding arbitrator shall be appointed by these two arbitrators. If the two arbitrators fail to agree upon the presiding arbitrator within 30 days of the appointment of these two arbitrators, the presiding arbitrator shall be appointed by CIETAC. The arbitration shall be conducted in English. No modification of these Terms (including any in an IO) will be binding unless in writing and signed by both Parties. 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.

争议；管辖法律；修订 如果广告订单与该等条款之间有任何不一致之处，以广告订单的条款为准。所有广告订单受中华人民共和国法律管辖。双方同意，广告订单（包括该等条款）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。首席仲裁员应由该二位仲裁员任命。如果该两位仲裁员未能在其任命后 [30] 日内商定首席仲裁员，首席仲裁员应由 CIETAC 任命。仲裁应以英语进行。除非书面作出并经双方签署，该等条款（包括广告订单中的任何条款）的任何修改并不具约束力。如果本协议任何条款被裁定为不可执行，其余条款将仍然全部有效。本协议下的所有权利和救济为累积的。

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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 本协议下需要提供的任何通知视为投递、支付邮资、要求回执三天后送达，如果通过隔夜快递服务寄出则视为一个工作日送达，如果电子方式发送、通过传真或电子邮件或专人递送则视为立即送达。

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, 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 如果任何一方由于超出其合理控制的任何原因（如地震、台风、水灾、火灾和其它自然灾害、战争、暴动和类似军事行动、内乱、罢工、怠工、禁运、征用、强制令或其它政府限制或行动，或其它阻止该履行的任何原因）（“不可抗力事件”）被阻止履行或无法履行其在本协议项下的任何义务（付款义务除外），受影响方应在不可抗力事件发生时立即通知另一方，并且就该事件提供书面信息。如果不可抗力事件发生，双方应决定本协议是否应根据事件对执行本协议的影响而进行修订或任何一方可以因不可抗力事件持续超过三十（30）日而终止本协议。

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.

不得转让 未经另一方书面同意（该等同意不得被无理拒绝），任何一方不得全部或部分转让本协议及本协议项下的权利和义务。但是，Criteo 可以未经同意将本协议转让给其有关本协议的所有或大部分业务的继受人（无论是通过出售资产或股权、兼并、合并或其它方式）。本协议对本协议双方及其继受人、代表和允许的受让人均有约束力，且为其利益而订立。

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.

独立承包商 双方为本协议下的独立承包商，本协议中任何内容不得构成任何一方为另一方的雇主、雇员、代理或代表，或双方为任何目的的合资企业或合作伙伴。各方应就另一方因该方未能遵守本条款而遭受的任何损失、损害、责任、索赔、要求或罚款赔偿另一方。

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

管辖语言 本协议中英文版本如有差异，以英文版本为准。

Last update: 11 July, 2014

最后一次更新：2014年7月11日

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