



## TERMS AND CONDITIONS FOR PUBLISHERS– CRITEO SPONSORED PRODUCTS SERVICE

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These Terms and Conditions for Publishers and Country Schedule (“Terms”) are between Criteo and the Publisher and apply to the provision of the Criteo Sponsored Products Service. Criteo SA enters these Terms on behalf of Criteo (as defined below). For the avoidance of doubt: (i) Criteo SA does not provide the Service (as defined below) in any territory and shall not in any circumstances be liable in respect of any services provided by Criteo; and (ii) each Criteo affiliate shall be liable for providing the Service in territories for which it has been allocated responsibility in the Country Schedule but shall not in any circumstances be liable for services provided outside those territories. Criteo SA warrants that it has been given a mandate to enter in the Agreement on behalf of each applicable Criteo affiliate.

### **1-Definitions and Interpretation**

<b>Agreement</b>	means these Terms, associated Order Form executed by the Publisher and Criteo’s policies that include its privacy policy and advertising guidelines <a href="http://www.criteo.com/en/legal/terms-and-conditions-criteo-service">http://www.criteo.com/en/legal/terms-and-conditions-criteo-service</a> that may be updated from time to time to reflect Criteo’s practices and new products/services.
<b>Advertisers</b>	means Criteo Advertisers and PM Advertisers.
<b>Aggregated Publisher Data</b>	means data collected by Criteo for the purpose of providing the Service for the Publisher that can no longer be linked to the Publisher i.e. Publisher Data that does not identify or permit identification of Publisher.
<b>Criteo</b>	means the Criteo affiliate that is responsible for providing the Service, as specified in the Country Schedule.
<b>Criteo Advertisers</b>	means third parties, including those who may be Publisher’s suppliers, that Criteo sources funds from to serve Product Ads on the Criteo Network.
<b>Criteo Data</b>	means data related to the Criteo ad serving activity (such as the number of ads displayed to users, CPC rates, budgets, click rates and other performance metrics) and Aggregated Publisher Data.
<b>Criteo Network</b>	means a network of publishers on supported interactive site(s) on which Product Ads are displayed.
<b>Criteo Service or Service</b>	means the Criteo Sponsored Products Service which enables the serving of Product Ads on the Site(s) (including the Private Markets Service if specified in the Order Form).
<b>Criteo Sourced Data</b>	means aggregated data provided by third parties independently of the provision of the Criteo Service to the Publisher.
<b>Criteo Technology</b>	means: (i) Criteo’s performance advertising technology allowing it to serve the right ad to the right user at the right time; and (ii) Criteo’s online interface made available to Publisher to access statistics.
<b>Cross-Device Linking</b>	means the action of associating two or more browsers and/or applications/devices, used, or likely used, by the same user.
<b>Data Protection Laws</b>	means all present and future applicable laws and regulations relating to the processing of personal data and privacy in the relevant jurisdiction, which shall include but not be limited to, for example: <ul style="list-style-type: none"><li>- in respect of the EU: the Data Protection Directive (Directive 95/46/EC) and the E-Privacy Directive (Directive 2002/58) and all applicable national legislation implementing such Directives or the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679);</li><li>- in respect of the US: all federal and state legislations relating to privacy and/or information society, the rules of the Federal Trade Commission, the Children Online Privacy Protection Act (“COPPA”)</li></ul>



and in each case the equivalent of any of the foregoing in any relevant jurisdiction together with and any statutory modification, revision or re-enactment of the foregoing from time to time.

<b>Order Form</b>	means a Publisher order for the Service that specifies the Publisher, the Site(s), the Publisher Fees, whether the Private Markets Service is to be provided, and if so the PM Fees, and any other particular condition.
<b>PM Advertisers</b>	means third parties that Publisher sources funds from to serve Product Ads on the Site(s) using the Private Markets Service.
<b>PM Fees</b>	means the fee payable to Criteo for the provision of the Private Markets Service, which – as defined in the Order Form – shall be a percentage of all revenue payable by PM Advertisers to Publishers as determined by spend recorded on Product Ads of PM Advertisers on the Site(s) by the Private Markets Service platform.
<b>Private Markets Service</b>	means Criteo’s software as a service solution which enables Publisher to serve the Product Ads of PM Advertisers using the Criteo Technology.
<b>Product Ad</b>	means any advertisement promoting the products of Advertisers, which will be served or customized by the Criteo Technology, including the ad’s images, graphics, text, data, links or other creative elements.
<b>Publisher</b>	means the individual or entity using the Criteo Service (and/or any individual, entity or successor entity acting on its behalf) as specified in the Order Form.
<b>Publisher Content</b>	means images, graphics, text, data, links or other creative elements supplied by the Publisher to Criteo for inclusion in Product Ads.
<b>Publisher Data</b>	means 1) data that Criteo collects through Criteo Tags on the Site(s) which includes any information that can be attributed to a user via cookies or other technologies that record events related to users’ activity on Site(s) (such as the number of pages viewed, the products the user viewed, user searches), and 2) product catalogue data including the data relating to the products of the Advertisers, traffic data and sales data.
<b>Publisher Fees</b>	means the fees payable to the Publisher for the provision of space for the Product Ads of Criteo Advertisers on its Site(s), which – as defined in the Order Form – shall be a percentage of all revenue received by Criteo from Criteo Advertisers which are directly generated by valid clicks on Product Ads on the Site(s), as determined by Criteo in its sole discretion.
<b>Site(s)</b>	means the website(s), Internet-enabled applications, and other online environments that Publisher owns or is legally authorized to operate and on which Publisher has authorized Criteo to install Criteo ad Tags.
<b>Tag</b>	means cookie-setting and data collection software, tags, pixels, cookies, web beacons, clear GIFs or similar technologies that monitor or record events related to users’ activity on the internet.

**2-Implementation:** The Publisher will strictly comply with the technical requirements and specifications provided by Criteo for the purpose of setting up the Criteo Service to enable proper delivery, display, tracking and reporting of Product Ads in connection with the Site(s). These technical specifications may include the following operations: (i) including software code, Tags and cookies supplied by Criteo on the Site(s) (including on its website(s), mobile site(s), mobile app(s) and any other digital media) and (ii) supplying Criteo with catalogue files of the Publisher’s products and other Publisher Content to be displayed in Product Ads. Publisher shall not modify the scripts, code or other programming instructions provided by Criteo without Criteo’s prior written authorization.

**3-Prohibited Content:** Publisher shall adhere to Criteo’s advertising guidelines found here: <http://www.criteo.com/advertising-guidelines/>, and any other any other content guidelines, placement restrictions or editorial policies set forth in writing by Criteo (collectively “Criteo’s Guidelines”), which may be updated from time to time by Criteo. Should there be any material change to Criteo’s Guidelines, Criteo shall communicate these changes to Publisher. Criteo has a Code of Business Conduct and Ethics available on its corporate website.

**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 Publisher Fees under the Agreement. The Publisher accepts that Criteo’s



measurements are final and shall prevail over any other measurements, except in the case of manifest error. Criteo grants the Publisher access to an online interface to access statistics on a daily basis. Statistics are updated with a maximum delay of 48 hours. Furthermore, the Publisher is solely 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.

**5-Prohibited Uses:** Publisher shall not, and shall not authorise or encourage any third party to, directly or indirectly:

5.1: generate impressions for or clicks on or related to any Product Ad, through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests;

5.2: without prejudice to clause 14, license, sell, assign, distribute or otherwise commercially exploit or make available to any third party the Criteo Technology, Criteo Tags, or Criteo Service, including Product Ads derived from the Criteo Service;

5.3: include Product Ads in a browser window generated by an adware, spyware or P2P application;

5.4: modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Criteo Technology, Criteo Service, Criteo Tags, or any other software or documentation of Criteo, or create or attempt to create a substitute or similar service or product through use of or access to the Criteo Service or proprietary information or materials related thereto;

5.5: integrate any websites containing software viruses, worms, Trojan horses or other harmful computer code into the Criteo Service or otherwise interfere with or disrupt the integrity or performance of the Criteo Service.

Publisher acknowledges that any attempted use of the Service in violation of Section 5 of this Agreement is a material breach of this Agreement and may result in the immediate suspension or termination of Publisher's account and other legal remedies being pursued against Publisher.

**6-Invoicing and Payment:** All payments of the Publisher Fees shall be sent to Publisher by Criteo within ninety (90) days after the end of each calendar month in which the Product Ads from which such Publisher Fees were generated ran on the Site(s). In the event this Agreement is terminated by either Party (except for termination due to Publisher's breach), Criteo shall pay Publisher all Publisher Fees earned by Publisher prior to such termination within approximately ninety (90) days after the end of the calendar month in which the Agreement is terminated. To ensure proper payment of the Publisher Fees, Publisher is solely responsible for providing and maintaining accurate address and other contact information as well as payment information to Criteo. Criteo shall not be liable for any payment of the Publisher Fees which in its good faith determination are calculated based on or in connection with: (a) invalid clicks on Product Ads generated by any person, bot, automated program or similar device, including without limitation through any clicks (i) originating from Publisher's IP address(es) or computer(s) under its control, or (ii) solicited by payment of money or other consideration, false representation, or request for end users of any of the Site(s) to click on Product Ads; (b) Product Ads delivered to any such end users whose browsers have JavaScript or cookies disabled; (c) clicks related to any promotion offered by Criteo to boost Advertiser participation for which Publisher provided written approval in advance or; (d) clicks co-mingled with a significant number of invalid clicks described in (a) above, or (e) as a result of any breach of the Agreement by Publisher. Criteo reserves the right to withhold anticipated or actual payments of the Publisher Fees from Publisher due to any of the foregoing, pending Criteo's reasonable investigation of any of the foregoing, or to the extent that an Advertiser whose Product Ads are displayed in connection with the Site(s) defaults on payment for such Product Ads to Criteo. Publisher agrees to pay all applicable taxes and charges imposed by any government entity in connection with Publisher's use of the Service, including without limitation taxes and charges related to Publisher's receipt of all Publisher Fees. Any claim on the invoice can only be raised within one month of receipt

**7-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. Publisher is the sole owner of all intellectual property rights in and to the Publisher Data. The Publisher authorizes Criteo: (i) to collect, use, analyze and process the Publisher Data, to combine the Publisher Data with Criteo Data and Criteo Sourced Data and to perform the Service for the Publisher; (ii) to improve the Criteo Technology, Criteo Service and other Criteo products, programs and/or services with Aggregated Publisher Data; and (iii) to disclose Publisher Data if required by law. For the duration of the Agreement, the Publisher grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to display, reproduce and represent the Publisher Content in the Product Ads. Neither Party shall make any press release relating to these Terms or the relationship between the Parties without the prior consent of the other Party. Notwithstanding the foregoing, Criteo may disclose to Criteo Advertisers the fact that Publisher and the Site(s) are part of the Criteo Network.

**8-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 Publisher 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 Publisher Content to Criteo for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Site(s) are owned and controlled exclusively by Publisher; (iv) the Publisher Content, Product Ads and the Site(s) comply at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where Product Ads are displayed; (v) the Site(s) do not display, reference, link to, or endorse any content that violates the Criteo Guidelines; (vi) it shall not provide any data that directly identifies an individual, via its data feed or otherwise, pursuant to applicable Data Protection Laws; (vii) any information provided under the Agreement is true, accurate, complete and current; (viii) the Site(s) are not directed to children under the age of 13 and Publisher does not, directly or indirectly, collect information from users known by Publisher to be under the age of 13, (ix) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by Criteo, (x) it will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing and (xi) all of the information Publisher has provided and shall in the future provide to Criteo is accurate and current. The Publisher 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 8 or of any claim which if true would be a breach of this clause.

CRITEO DOES NOT WARRANT THAT THE CRITEO SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE AND IT IS POSSIBLE THAT THE CRITEO SERVICE MAY BE INACCESSIBLE, UNAVAILABLE, OR INOPERABLE FROM TIME TO TIME. CRITEO MAKES NO REPRESENTATION OR WARRANTY ABOUT THE RESULT PUBLISHER WILL OBTAIN THROUGH THE CRITEO SERVICE INCLUDING THE LEVEL OF PRODUCT ADS SERVED OR CLICKS ON ANY PRODUCT AD OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS AND/OR CLICKS UNDER THESE TERMS.

**9-Liability:** To the maximum extent permitted by applicable law, neither Party shall be liable whether in contract or in tort, (including negligence or otherwise) 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, or strike (force majeure event). Publisher acknowledges and accepts that the price paid to Publisher 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 8 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 general/direct money damages and shall not exceed the amount paid to Publisher in the last 6 months.

**10-Privacy:** Any data received by Criteo via its Tags will be collected and used in accordance with applicable laws and regulations, including but not limited to Data Protection Laws. Publisher shall include on its Site(s), at all times it is using the Criteo Service, a clearly labeled and easily accessible privacy policy that informs its users that third party cookies (or other tracking technologies) may be placed on its Site(s), specifying the purpose of these cookies (e.g., targeted advertising) and specifying the type of data collected on the Publisher's Site(s). Publisher will also inform users of options to deactivate the Criteo Service by including in its privacy policy a link to the Criteo privacy policy (<http://www.criteo.com/privacy/>) and when legally compulsory, appropriate notice, consent and choice mechanisms that comply with relevant laws and regulations, including Data Protection Laws. When applicable, the Publisher undertakes to disclose that data may be collected and or shared with Criteo for Cross-Device Linking purposes.

**11-Term and Termination:** The Agreement shall apply as from the date of the Order Form and continue until terminated by either Party giving the other not less than thirty (30) days' written notice. 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 (2) 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.

**12-Confidentiality:**



**12.1-Scope:** “Confidential Information” means all nonpublic information disclosed by or for a Party in relation to these Terms, including any communications related to the Criteo Service; any Criteo software, technology, programming, specifications, materials, guidelines and documentation relating to the Criteo Service including ad tag code; and any information that a reasonable person familiar with the Internet and online advertising would consider proprietary and confidential. Confidential Information does not include 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 these Terms or (d) independently developed by it without reliance on such Confidential Information.

**12.2-Confidentiality:** Except for the specific rights granted by these Terms, the receiving Party shall not access, use or disclose any of the disclosing Party's Confidential Information, 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 these Terms and (b) have agreed to restrictions at least as protective of the disclosing Party's Confidential Information as these Terms. 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 consent of the other Party.

**12.3-Compelled Disclosure:** A Party may disclose Confidential Information to comply with a 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.

**13-No Assignment:** The Publisher shall not without Criteo's prior written consent assign at law or in equity, sub-license or deal in any other manner with the Agreement or any rights under the Agreement, or sub-contract any or all of its obligations under the Agreement or purport to do any of the same.

**14-Private Markets Service:** If expressly agreed in the Order Form, the Publisher shall be entitled during the term of the Agreement to access the Private Markets Service to serve and/or target Product Ads on behalf of PM Advertisers. For the avoidance of doubt, only the Publisher shall be entitled to access the Private Market Service platform and Publisher shall have no right to sub-license or sell access to the platform or any related Criteo Technology. Publisher is responsible for all sales of Product Ads, campaign management and billing/collection for PM Advertisers. The Publisher acknowledges and agrees that if there are not enough Product Ad impressions available on the Site(s) to meet the demands of both Criteo Advertisers and PM Advertisers that Criteo shall be entitled to allocate up to 70% of available impressions to the Product Ads of Criteo Advertisers and the remainder of the available impressions, i.e. up to 30% of such impressions to the Product Ads of PM Advertisers. In consideration of Criteo granting to Publisher the right to access the Private Markets Service, the Publisher shall pay to Criteo the PM Fees within thirty (30) days of the end of the calendar month in which the relevant Product Ads ran on the Site(s). Criteo may at any time offset any PM Fees which are payable by Publisher against any Publisher Fees which are payable by Criteo.

## **15-Miscellaneous**

- (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 each Order Form or Order Form renewal concluded after the modifications.
- (ii) Unless specified otherwise in the Country Schedule, this Agreement shall be governed by French law and the Parties submit to the exclusive jurisdiction of the courts of Paris in respect of any dispute or matter arising out of or connected with the Agreement.
- (iii) 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 Order Form or to modify the terms of an Order Form including its renewal. All notices will be addressed to the contact information set forth in the Order Form executed between the Parties.
- (iv) The Publisher's placing of an Order Form implies full acceptance by the Publisher of the Terms notwithstanding any term to the contrary that may be contained in any of the Publisher's documentation, in particular in any purchase order. The Terms and each Order Form, constitute the Agreement. If there is any contradiction between the Terms and Order Form, the Order Form shall take precedence in relation to the Criteo Service.
- (v) 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.
- (vi) 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.



- (vii) This Agreement is available in various different language versions. However, in the event of any dispute between different language versions of these Terms the English language version shall prevail.
- (viii) 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.
- (ix) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.



## Country Schedule

If there is any contradiction between the Terms and Conditions and this Country Schedule, the Country Schedule shall take precedence.

The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the countries in which the Site(s) are operated. Said Criteo entity shall be liable for payment of Publisher Fees in accordance with clause 6 and shall bear all related risks and obligations.

The law that is applicable to the Agreement and the courts that have exclusive jurisdiction in relation to any dispute or matter arising out of or connected with the Agreement shall depend upon the Criteo entity delivering the Criteo Service. Further details are set out in the table below. In addition, additional terms either replace terms in the main Terms or supplement them.

Site(s) operated in: Germany, Austria, Poland

**The Criteo Service shall be provided by:** Criteo GmbH

**Law governing the Agreement shall be:** German law

**Courts having exclusive jurisdiction of disputes:** Courts of Munich

**Additional or specific provisions that shall apply to the Agreement:**

**8-Limitation of liability:** Criteo is liable without limitation (i) for damages caused by willful misconduct or gross negligence by Criteo, its legal representatives or executive staff and other assistants in performance; (ii) for personal injury, damage to health and death caused intentionally or as a result of gross negligence on the part of Criteo, its legal representatives or assistants in performance, and (iii) for damages caused by the absence of guaranteed characteristics and damages relating to product liability. Criteo is liable for damages resulting from the breach of primary contractual obligations by Criteo, its legal representatives or other assistants in performance; primary contractual obligations are such basic duties which form the essence of the Agreement and which were decisive for the conclusion of the agreement and its performance. If Criteo breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Criteo at the time the respective service was performed. Criteo shall not be liable for breaches of non-primary obligations through simple negligence.

Site(s) operated in: Brazil

**The Criteo Service shall be provided by:** Criteo do Brasil

**Law governing the Agreement shall be:** Brazilian law

**Courts having exclusive jurisdiction of disputes:** Courts of Sao Paulo

Site(s) operated in: Australia, New Zealand

**The Criteo Service shall be provided by:** Criteo PTY

**Law governing the Agreement shall be:** Australian law

**Courts having exclusive jurisdiction of disputes:** Courts of Australia

Site(s) operated in: Netherlands, Belgium, Luxembourg

**The Criteo Service shall be provided by:** Criteo BV

**Law governing the Agreement shall be:** Dutch law



**Courts having exclusive jurisdiction of disputes:** Courts of Amsterdam

Site(s) operated in: France, Switzerland, Ireland

**The Criteo Service shall be provided by:** Criteo France

**Law governing the Agreement shall be:** French law

**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Site(s) operated in: Spain and Portugal

**The Criteo Service shall be provided by:** Criteo España, S.L

**Law governing the Agreement shall be:** Spanish law

**Courts having exclusive jurisdiction of disputes:** Courts of Madrid

Site(s) operated in: Denmark, Finland, Norway, Sweden

**The Criteo Service shall be provided by:** Criteo Frankrike Filial Norden

**Law governing the Agreement shall be:** French law

**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Site(s) operated in: Italy

**The Criteo Service shall be provided by:** Criteo SRL

**Law governing the Agreement shall be:** Italian law

**Courts having exclusive jurisdiction of disputes:** Courts of Milan

**Additional or specific provisions that shall apply to the Agreement:**

Pursuant to section 1341, par. 2, of the Italian Civil Code, the Publisher accepts specifically the following clauses of the Criteo Terms and Conditions: clause 6 (Invoicing and Payment); clause 8 (Warranties and Indemnities); clause 9 (Liability); clause 15(ii) (Jurisdiction).

Site(s) operated in: United Kingdom

**The Criteo Service shall be provided by:** Criteo Limited

**Law governing the Agreement shall be:** English law

**Courts having exclusive jurisdiction of disputes:** Courts of London

Site(s) operated in: United States, Mexico, Argentina





**The Criteo Service shall be provided by:** Criteo Corp  
**Law governing the Agreement shall be:** Laws of California  
**Courts having exclusive jurisdiction of disputes:** Courts of Santa Clara county

Site(s) operated in: Canada
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**The Criteo Service shall be provided by:** Criteo Canada Corp.  
**Law governing the Agreement shall be:** Laws of the Province of Ontario and the laws of Canada applicable therein.

**Additional or specific provisions that shall apply to the Agreement:**

Clause 13(vii) shall be amended by inclusion of the following:

"The Parties acknowledge that they have requested that the Agreement be drafted in the English language. *Les parties reconnaissent avoir exigé que ce contrat soit rédigé en langue anglaise.*"

**Version 1**

**Last updated:** March 14, 2017