



TERMS AND CONDITIONS – CRITEO PREDICTIVE SEARCH

These Terms and Conditions and Country Schedule (“**Terms**”) are between Criteo SA (“**Criteo**”) and the Client and apply to the provision of the Criteo Predictive Search Service. Criteo SA enters these Terms on behalf of and as an agent for the Criteo Affiliate(s) providing the services and invoicing as further detailed in these Terms.

1- **Definitions and Interpretation:**

1.1 Definitions. In these Terms the following words and expressions shall have the following meanings:

Affiliate	means an entity that directly or indirectly controls, is controlled by or is under common control with a party.
Agreement	has the meaning set out in Section 1.3.
Aggregated Data	means Criteo Data that can no longer be linked to the Client and that does not identify or permit identification of a client.
Advertisement	means any advertisement promoting the products and/or services of the Client that may be served in connection with the Criteo Service.
Applicable Law	means all applicable laws, regulations, or advertising or marketing codes relating to a party’s activities in relation to the Agreement, including Data Protection Laws.
Client	has the meaning set out in the relevant Insertion Order.
Client Content	means any creative content, images, graphics, text, data, links or other information supplied by the Client to Criteo (by data feed or otherwise) for inclusion in Advertisements and Client’s product catalogues.
Client Data	means data that Criteo collects through Criteo Tags on the Client 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 Properties (such as the number of pages viewed, the products the user viewed, user searches).
Client Properties	means the website at any domain name owned or controlled by the Client and/or the software applications/other hosted digital platforms or assets controlled by the Client, as specified in the Insertion Order.
Confidential Information	means any technical, business, financial or other confidential or proprietary information of one party disclosed to the other party in connection with the activities contemplated by this Agreement that is either marked or otherwise identified as confidential at the time of disclosure or which, given the nature of the information and circumstances of disclosure, would reasonably be considered as being confidential, excluding any information that: (i) is in the public domain or is or becomes generally available to and known by the public other than resulting from, directly or indirectly, any breach of this Agreement by the receiving party or its employees or representatives; (ii) is or becomes available to the receiving party or any of its employees or representatives on a non-confidential basis from a third party, provided, that to the receiving party’s knowledge, such third party is not and was not prohibited from disclosing the information; (iii) was already known by or in the possession of the receiving party or any of its employees or representatives, other than as a result of the relationship contemplated herein; or (iv) was or is independently developed by the receiving party or its employees or representatives without reference to or use of, any of the disclosing party’s Confidential Information.



Country Schedule	means the attached schedule with specific information for given Territories.
Criteo Data	means data related to the Criteo ad serving activity or Criteo's other services such as the number of ads displayed to users and Aggregated Data.
Criteo IP	means any intellectual property rights in or to: (i) Criteo Data; (ii) Criteo Technology; and (iii) any materials which are created, owned or licensed by Criteo or any Criteo Affiliate.
Criteo Service or Service(s)	means the Criteo Predictive Search Service as described in the Insertion Order.
Criteo Sourced Data	means aggregated data provided to Criteo by third parties independently of the provision of the Criteo Service to the Client, including but not limited to publisher data.
Criteo Technology	means Criteo's search advertising technology including software used to provide the Criteo Service.
Cross-Devices Linking	means the action of associating two or more browsers and/or applications/devices, used, or likely used, by the same user.
Data Protection Laws	means all applicable laws and regulations relating to the processing of personal data and privacy and the sending of direct email marketing or advertising in the relevant jurisdiction, which shall include, for example, 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; and in respect of the United States of America; all applicable federal or state laws relating to the privacy of personal data or the use of data in online advertising including the CAN-SPAM Act 2003, 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.
Effective Date	means the "Effective Date" specified in the Insertion Order or if no date is specified, the date on which the Insertion Order is accepted in accordance with Section 1.3 below.
Insertion Order	means a Client order executed between the parties which indicates the type of service chosen, the duration of the Service(s), the budget, the price and any other particular condition.
Third Party Publishers	means third party publishers, including Google, who provide Client or its Users with online advertising services that may be accessed by Criteo in order to provide the Criteo Service.
Tag(s)	means cookie-setting and data collection software, tags, pixels, cookies, web beacons, clear GIFs or similar technologies supplied by Criteo to Client in connection with the Services that monitor or record events related to Users' activity on the internet.
Territory	means the legal jurisdiction in which the recipients of Advertisements are located, as such target audience is specified in the Insertion Order.
User	means a user of the Third Party Publishers' network of sites and/or Client Properties to whom Advertisements may be shown.

1.2 Construction. Words denoting the singular include the plural and vice versa. Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.3 Agreement. The Insertion Order constitutes an offer by Client to purchase Services from Criteo in accordance with these Terms. The Insertion Order shall be deemed to be accepted either on the date (i) when the Insertion Order has been executed by both parties; or (ii) when Criteo commences the Services (whichever occurs first); at which point and on which date a contract shall come into existence, incorporating the Insertion Order, Country Schedule and these Terms (the "Agreement"). The Agreement shall take effect on the Effective Date.



2- Setting up the Service: The Client will comply with the technical requirements and specifications for set-up of the Criteo Services together with any other requirements and specifications related to the Services that Criteo may specify in writing from time to time. These technical specifications may include the following operations: (i) including Tags on the Client Properties; (ii) supplying Criteo with catalogue files of the Client's products and/or services; and (iii) supplying Criteo with the Client's logos and other Client Content to be displayed in Advertisements. The Client shall be solely responsible for performing these operations. Client shall comply at all times with Criteo's advertising guidelines <http://www.criteo.com/en/legal/terms-and-conditions-criteo-service>. The Client acknowledges that these policies may be updated from time to time. Criteo shall communicate any material changes to these guidelines to Client in advance. Criteo has a Code of Business Conduct and Ethics available on its corporate website and recognizes that the Client may have its own code of business conduct and ethics. To provide the Criteo Service to Client, Criteo may need to access Client's accounts with Third Party Publishers, including Google, who provide Client or its Users with online advertising services. Any such third party advertising services shall be subject to the terms and conditions of Client's contracts or other arrangements with such Third Party Publishers and Criteo shall have no liability or responsibility with respect to such third party advertising services or compliance with such contracts or other arrangements. By providing Criteo with Client's account information for such accounts (including login and password), Client authorizes Criteo to access and use all information available on such account solely in order to provide the Criteo Service. If required, Client shall provide Criteo with documentation to establish Criteo's authority to access such accounts, and with the necessary login information.

3- Restrictions on Client's Use of the Service: Client may not use the Criteo Service: (i) in violation of this Agreement or in violation of Criteo's advertising guidelines or other published policies, or the technical requirements and specifications (ii) to infringe upon, violate, misappropriate or dilute the intellectual property or other rights of any third party; (iii) to violate any Applicable Law; or (iv) for the benefit of any party other than Client or grant any third party access to or use of the Services.

4- Advertisement Display: Criteo provides no warranty as to where (and how often) the Advertisements will be displayed. The Client acknowledges that Advertisements may be displayed next to advertisements of its direct or indirect competitors. Criteo reserves the right to decline to serve Advertisements that violate Criteo's policies.

5- Changes: The Client may make modifications to its budget, or may give Criteo permission to do such modifications in accordance with any specific instructions communicated to Criteo by Client in writing. Criteo may change, improve upon, or discontinue the Criteo Service, or add or remove any functionalities or features, at any time; provided that Criteo does not materially reduce any functionality during the term of this Agreement other than by reason of Applicable Law.

6- Measurements: Criteo measures the metrics necessary for calculating the charges under this Agreement as further specified in the Insertion Order. The Client accepts that Criteo's measurements are final and shall prevail over any other measurements.

7- Pricing, Invoicing and Payment: The pricing for the Services, including Client minimum commitments (if applicable) for setting up the Criteo Service, is defined in the Insertion Order. Unless specified otherwise in the Country Schedule or Insertion Order, the Client shall pay all amounts due, without set-off, within 30 days from the invoice date. All payments to Criteo shall be made by check or wire transfer (unless otherwise agreed in the Insertion Order) in the currency of the invoice, and are quoted exclusive of any applicable tax, which shall be payable at the time and in the manner required by law. Criteo shall be entitled to charge interest and recovery costs on overdue amounts at a rate of 1% per month (or, if less, the maximum amount permitted by Applicable Law), unless otherwise set out in the Insertion Order. Any claim on the invoice can only be raised within one month of receipt. Unless stated otherwise in the Insertion Order, all invoices shall be payable solely by the Client. If Criteo is reasonably concerned about Client's ability to pay, Criteo may bill in advance or require a deposit and condition commencement of the Services on payment thereof. Client is solely responsible for all amounts owed to Third Party Publishers under its accounts. Any modifications to Client's campaign made and approved (either by the Client or upon the Client's instruction), including adjustments to targets or pausing a campaign, are solely the Client's responsibility and the Client shall be liable for any additional costs incurred as a result of such modifications.

8- Intellectual Property: 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 Content and Client Data. The Client authorizes Criteo (a) to collect, use, copy, store, analyze and process the Client Data and to combine the Client Data with Criteo Data and Criteo Sourced Data in order (i) to perform the Service for the Client; and (ii) to improve Criteo Technology, Criteo Service and other Criteo products, programs and/or services, including, for example, Criteo's email marketing service; and (b) to disclose Client Data if required by law; and (c) to use and disclose Aggregated Data. For the duration of the Agreement, the Client grants Criteo (including Criteo Affiliates) a worldwide, royalty-free, non-transferable (except in connection with Section 14) license to (a) use, reproduce and represent the Client trademarks and logos, and to use, reproduce, display the Client Content, to provide the Services to Client; and (b) provided that Criteo obtains prior approval from Client, use, reproduce and represent the Client trademarks and logos on all documentation promoting the Criteo Service



or in any press release. The Client shall not modify, attempt to modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying algorithms or structure of the Criteo Service or Criteo Technology. In the event that Client provides to Criteo any suggestions for improvement or ideas for enhancements to the Services, Client agrees that Criteo may freely use such suggestions or ideas to improve or modify its services, without compensation to Client, and hereby assigns to Criteo all right, title and interest to such information (including any beta test reports), all enhancements to the Services resulting therefrom, and all intellectual property rights therein, including all patent, copyright and trade secret rights. Nothing in this Agreement or the performance thereof, or that might otherwise be implied by Applicable Law, will operate to grant either party any right, title or interest, implied or otherwise, in or to the intellectual property rights of the other party, other than the rights and licenses expressly granted in this Agreement.

9- Warranties and Indemnities:

9.1 Mutual Warranties. Each party warrants and represents that (i) it has the right, power and authority to enter into this Agreement and perform its obligations as set out herein (and in respect of any agency entering into this Agreement on behalf of or in respect of an end client, that it has such authority from its client to enter into this Agreement on its behalf or for its benefit. The agency shall ensure that its Client is aware of the terms of this Agreement and shall procure that the Client enters into such agreement directly with Criteo as Criteo shall require in writing); (ii) all information provided to the other party under this Agreement is truthful and accurate; and (iii) it will abide by Data Protection Laws at all times and in respect of User consent.

9.2 Criteo Warranties. Criteo warrants that it will perform its obligations under this Agreement using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

9.3. EXCEPT AS SET OUT IN THIS SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY GIVES ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY MATTER AND, IN PARTICULAR, BUT WITHOUT LIMITATION, EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY OR THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CRITEO TECHNOLOGY OR ANY SERVICE PROVIDED UNDER THE AGREEMENT. CLIENT ACKNOWLEDGES THAT ANY THIRD PARTY PUBLISHER ACCOUNT INFORMATION PROVIDED BY CRITEO IS GENERATED BY THE THIRD PARTY PUBLISHERS AND NOT CRITEO, SO CRITEO CANNOT WARRANT THE ACCURACY OR CURRENCY OF SUCH ACCOUNT INFORMATION. CRITEO MAKES NO REPRESENTATIONS AS TO THE RANKING, PLACEMENT OR RESULTS OF ANY ADVERTISEMENTS OR CAMPAIGNS. CRITEO SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE BY CLIENT OF ANY THIRD PARTY PRODUCTS, SERVICES, SOFTWARE, OR WEBSITES (INCLUDING SERVICES PROVIDED BY THIRD PARTY PUBLISHERS) EVEN IF SUCH USE REQUIRES CRITEO TO ACCESS SUCH THIRD PARTY PUBLISHER ACCOUNTS.

9.4 Client Warranties. The Client warrants and represents to Criteo that: (i) it has the right to provide the Client Content to Criteo for use as part of the Service, and that use of the Client Content by Criteo in accordance with the Agreement, will not infringe or violate the rights of any third party including intellectual property or privacy rights; or cause Criteo not to comply with Applicable Law; (ii) the Client Content and Client Properties comply at all times with all Applicable Law in the Territory; (iii) the Client Content and Client Properties do not contain any material that is obscene, defamatory or contrary to any Applicable Law and do not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any Applicable Law; (iv) it is in compliance with any applicable Data Protection Laws and has made any and all registrations, notifications and/or declarations that are applicable under the those Data Protection Laws, (v) it shall, in accordance with good IT industry practice, not transmit or permit the transmission of any virus to Criteo, whether through the Client Properties, Client Content or Client Data provided to Criteo or otherwise, (vi) it has the right to provide Criteo with access information regarding its Third Party Publisher accounts and to allow such access to Criteo; and (vii) that Client will at all relevant times comply with applicable Third Party Publisher terms and conditions, agreements, policies or guidelines.

9.5 Indemnities.

9.5.1 The Client shall defend, indemnify, and hold Criteo harmless from and against any third-party suit, proceeding, claim, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees), suffered or incurred by Criteo or any of its Affiliates (or their agents, representatives, employees or directors) as a result of any breach of Section 3 or Section 9.1 or 9.4 or of any claim or allegation which, if true, would be a breach of such sections, including, any such claim that any Advertisement infringes or misappropriates any third party copyright or other intellectual property or proprietary right, is defamatory, constitutes false advertising or is deceptive or misleading, or violates any right of publicity or privacy. In addition, Client shall have and maintain suitable insurance with a reputable provider. In no event will Client have any obligations or liability under this section for any claims arising from (i) unauthorized modifications made to Client Content or Client Data; or (ii) Criteo's breach of this Agreement or the negligence or willful misconduct of Criteo.



9.5.2 Criteo shall defend, indemnify, and hold the Client harmless from and against any third-party suit, proceeding, claim, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) directly arising from any claim that the Criteo Technology infringes any third party patent, registered trademark or copyright in the Territory. In no event will Criteo have any obligations or liability under this section for any claims arising from (i) Client Content, Client Data or third party data; (ii) unauthorized modifications made to the Criteo Service or the Criteo Technology or use of the Criteo Service or Criteo Technology in a manner that violates this Agreement or instructions given by Criteo; (iii) combination of the Criteo Service or Criteo Technology with other services, products, or content where the infringement or alleged infringement would not have occurred but for such combination; or (iv) Client's breach of this Agreement or the negligence or willful misconduct of Client. Criteo's obligations under this Section 9 will be Criteo's sole liability and Client's sole remedy for any claims that the Criteo Service or Criteo Technology infringes or misappropriates any third party intellectual property right. In no event shall Criteo's liability for indemnification under this section exceed the amount corresponding to the last 12 months invoiced by Criteo to the Client for the Criteo Services provided under this Agreement prior to the date of the third-party suit, proceeding, or assertion.

9.5.3 If the Services or part thereof are, or in Criteo's reasonable judgment may become, the subject of any third-party claim for which Criteo is obligated to indemnify Client as set forth in Section 9.5.2 above, or if a court determines that the Services or part thereof infringe any third-party intellectual property right, then Criteo may at its option and expense: (i) procure for Client the right to continue to use the Services or part thereof under the terms and conditions of this Agreement; (ii) replace the Services or part thereof with a suitable alternative; (iii) modify such Services or Software or part thereof to render it non-infringing; or (iv) if none of the foregoing options are commercially practicable, terminate this Agreement.

9.5.4 Any claim for indemnification subject to Section 9.5 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 that requires the indemnified party to pay money or admit liability without the indemnified party's written consent (not to be unreasonably delayed, conditioned or withheld).

10- Limitations of Liability:

10.1 No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE IN CONNECTION WITH THE AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES; AND (C) NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF OR CORRUPTION TO DATA, DAMAGE TO REPUTATION OR GOODWILL OR LOSS OF OPPORTUNITY OR CONTRACT.

10.2 Exceptions. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, nothing in this Agreement excludes or limits either party's liability for fraud, gross negligence, death or personal injury caused by negligence or any other matter to the extent such exclusion or limitation would be unlawful pursuant to Applicable Law.

10.3 Cap. Except for amounts payable to third parties pursuant to the indemnities in Section 9.5.1 above and except for the Client's liability to pay the charges under Section 7, to the maximum extent permitted by Applicable Law, in any period of 12 months, each party's 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 a sum equal to the amounts paid by Client to Criteo under this Agreement during the 6 months prior to the date that the claim (or series of connected or related claims) arose.

11- Privacy: The Client acknowledges and accepts it will include Tags on its properties if requested in writing by Criteo or specified in the technical specifications referred to in Section 2 above. 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, including Data Protection Laws. The Client agrees to include on its properties (i) a privacy policy that includes a link to the Criteo privacy policy, and when compulsory under Applicable Law (ii) appropriate notice and choice mechanisms that comply with Applicable Laws. When notices are required under Applicable Law, they shall (a) indicate prominently to users 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.

12- Term and Termination; Suspension: The Agreement shall apply as from the Effective Date and shall expire (i) on the date stated in the Insertion Order, or (ii) when terminated pursuant to this section. Without prejudice to any other rights and remedies, either party may terminate the Agreement (i) for any reason or no reason, upon five (5) days' prior written notice to the other party; or (ii) 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 described in Section 16.3 that has continued for a minimum period of two months; (c) to the extent permitted by Applicable Law, in the event that the other party has availed itself or become subject to by any third party a proceeding in bankruptcy in which such party is the named debtor, an assignment by such other party for the benefit of its creditors, the appointment of a receiver for such other party, or any other proceeding involving insolvency or the protection of, or from, creditors, and appointment of a receiver for such other party, and same has not been discharged or terminated within 60 days; or the other party suffers any proceedings of substantially similar effect in any jurisdiction to any of the foregoing. Notwithstanding anything to the contrary in this Agreement, Criteo may suspend the provision of the Criteo Service to Client, without liability to Client, at any time in the event: (x) it determines in its reasonable discretion or receives any notice or claim that any Client Content or activities hereunder with respect to any Client Content, infringes or otherwise violates any law or any third party rights, Criteo's advertising guidelines or other published policies; or (y) any other event which Criteo determines in its reasonable discretion may present a risk to Criteo, the Criteo Service, the Criteo Technology, or to other Criteo clients. Expiration or termination (for any reason) of the Agreement shall not affect any accrued rights or liabilities which either party may then have. On termination or expiration of the Agreement, Criteo shall be entitled to invoice for any Service performed during the term and the Client shall pay all invoices within 30 days of their date together with any other outstanding sums due and payable. In addition, Sections 8, 9.2, 9.4, 9.5, 10, 13 and 16 will survive termination or expiration of this Agreement.

13- Confidentiality: Each party agrees that it will not at any time disclose to any third party, 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 of the other party (including the other party's Affiliates) which is disclosed to it by such other party, nor use the Confidential Information of the other party other than to exercise its rights or perform its obligations under this Agreement. If such disclosure is required by law or any legal or regulatory authority, the party required by the law or authority shall give the other party written notice of such disclosure as soon as possible prior to making the disclosure (if permitted to do so by Applicable Law) and upon request, shall assist such other party in obtaining a protective order or other.

14- Assignment: The Client shall not without Criteo's prior written consent assign, sublicense or deal in any other manner with the Agreement or any rights under the Agreement, or subcontract any or all of its obligations under the Agreement, or purport to do any of the same. Criteo may assign this Agreement to an entity that succeeds to all or substantially all of its business or assets to which this Agreement relates, and will notify Client of any such assignment.

15- Compliance:

15.1 Economic Sanctions Laws. Client, and its Affiliates, officers, directors, employees, agents and anyone acting on its behalf (collectively "Representatives"), are in compliance with all laws administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, or any other relevant sanctions authority ("Economic Sanctions Laws") against designated countries, entities and persons (collectively, "Embargoed Targets"). Client represents that Client (and its Representatives) is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.

15.2 Anti-Bribery and Anti-Corruption laws. Client and its Representatives are in compliance with all applicable anti-bribery or anti-corruption laws, including the United States Foreign Corrupt Practices Act, the United Kingdom (UK) Bribery Act, and any local anti-corruption laws.

15.3 Money Laundering. Client and its Representatives are in compliance with all applicable financial record keeping and reporting requirements, anti-terrorist financing legislation, and money laundering statutes of all applicable jurisdictions and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency.

15.4 Breach. Any breach of the warranties, representations or provisions in this Section 15 will constitute grounds for immediate termination of this Agreement for cause by Criteo. Client will indemnify and hold Criteo harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Client's breach of the representations, warranties and provisions contained in this section.

16- Miscellaneous:

16.1 Governing Law; Jurisdiction. This Agreement shall be governed by the law set out in the Country Schedule, without regard to its conflicts of laws principles, and the parties submit to the exclusive jurisdiction of the courts set out on the Country Schedule in respect of any dispute or matter arising out of or connected with the Agreement.

16.2 Notices. All notices will be addressed in writing to the contact information for the parties set forth in the Insertion Order.



16.3 Force Majeure. Neither party will be liable for delays or non-performance (excluding payment obligations) due to fire, flood, earthquake, elements of nature or acts of God, acts of war, acts of terrorism, labor strike, or any other similar cause beyond such party's reasonable control, so long as such event could not have been prevented by reasonable precautions and does not arise as a result of such party's negligence or breach of this Agreement.

16.4 Entire Agreement; Amendment. 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. Criteo may change, improve upon, or discontinue the Criteo Service, or add or remove any functionalities or features, at any time. Criteo reserves the right to modify the Terms at any time. Criteo shall provide prior notice to Client of any material changes to the Terms. If Client finds the changes unacceptable, it shall have the right to terminate this Agreement upon two (2) business days' written notice. However, if Client continues to use the Criteo Service(s) after the effective date of any such changes, Client will be deemed to have accepted the changes. The Client's placing of an Insertion Order constitutes 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.

16.5 Severability. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then (i) such provision shall be deemed to be restated to be a valid and enforceable provision that reflects as nearly as possible the original intentions of the parties, and (ii) such invalidity or enforceability shall have no effect on the other provisions of the Agreement which shall remain in full force and effect.

16.6 Language. This Agreement may be available in various different language versions. However, in the event of any discrepancy between different language versions of these Terms the English language version shall prevail.

16.7 Electronic Communications. 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. Each party agrees to receive electronic documents and accept electronic signatures (information attached or logically associated with such document and clicked or otherwise adopted with an intent to sign) including in counterparts which shall be valid substitutes for paper-based documents and signatures, and the legal validity of a transaction will not be denied on the ground that it is in electronic form.

16.8 No Waiver. 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.

16.9 No Third Party Beneficiaries. Unless expressly specified otherwise in the Agreement, no third party shall have any rights 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 in relation to the Criteo Service.

The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the audience selected by the Client. Said Criteo entity shall also provide invoices to Client in accordance with Section 7 and shall bear all related risks and obligations. Criteo SA does not perform business development or commercial negotiations with the Client. Each local Criteo entity, as may be relevant, gives a mandate to Criteo SA to conclude the Agreement on their behalf.

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.

Australia

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

Brazil

The Service shall be provided by: Criteo do Brasil, located at Rua Renato Paes de Barros 1017, 6th floor, São Paulo, SP, 04530-00, Brazil.
Law governing the Agreement shall be: Brazilian law
Courts having exclusive jurisdiction of disputes: Central Courts of São Paulo, State of São Paulo, Brazil

10.2. Exceptions: The words “wilful misconduct” shall be inserted after the words “gross negligence” and before the words “death or personal injury”.

16.3. Force Majeure: The following shall be added to the end of Section 16.3: “For the avoidance of doubt the definition of Force Majeure Event includes the definition given by article 393 of the Brazilian Civil Code.”

France

The Service shall be provided by: Criteo France S.A.S., a company organized under the laws of France registered at the company registry of Paris under the number 520 843 780, with a share capital of 551,225.70 Euro, whose principle place of business is at 32 Rue Blanche, 75009 Paris, France.
Law governing the Agreement shall be: French law
Courts having exclusive jurisdiction of disputes: Courts of Paris

7 – Pricing, Invoicing and Payment: The fourth sentence of Section 7 is hereby deleted and replaced with the following: “If Client fails to pay in full on the due date any amount which is payable to Criteo pursuant to the Agreement then the amount outstanding shall bear interest at a rate equal to the European Central Bank’s most recent refinancing operations interest rate from time



to time increased by 10 percentage points from the due date until up to and including the date that payment is made in full . The interest rate applicable for the first semester of the concerned year is the interest rate in effect on January 1st, for the second semester of the concerned year, the interest rate applicable is the one in effect on July 1st of the concerned year. The interest runs automatically without warning or reminder. In addition to interest, a lump sum (set at €40) will be due as a compensation for recovery cost, without prejudice to claim for a higher amount.”

10.3. Cap: Section 10.3 is hereby deleted in its entirety and replaced with the following: “Except for amounts payable to third parties pursuant to the indemnities in Section 9.5.1 and 9.5.2 above and except for the Client's liability to pay the charges under Section 7, to the maximum extent permitted by Applicable Law, in any period of 12 months, each party's liability under the Agreement, for whatever cause will be limited to direct money damages and shall not exceed a sum equal to the amounts paid by Client to Criteo under this Agreement during the 6 months prior to the date that the claim (or series of connected or related claims) arose.”

12 – Term and Termination; Suspension: Subsection (a) of Section 12 is hereby deleted and replaced with the following: “(a) if the other commits a material breach of any of the obligations outlined in the Preamble, Sections 1 to 16, the Country Schedule, and any amendment thereof, 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;”

Subsection (y) of Section 12 is hereby deleted and replaced with the following: “(y) any other event which Criteo determines in its reasonable discretion may present a serious risk to Criteo, the Criteo Service, the Criteo Technology, or to other Criteo clients. Suspension will be notified to Client as soon as practically possible.”

13 – Confidentiality: The following shall be added to the end of Section 13: “The obligation of confidentiality set forth herein shall be in force for a period of two (2) years from the termination of this Agreement.”

14 – No Assignment: The following shall be added to the end of Section 14: “Client hereby already consents to such assignment, which shall as of principle take effect upon receipt of Criteo’s notice. Upon the effective date of the assignment of this Agreement, in the conditions mentioned above, i) the assignor entity shall be relieved of all rights, obligations and/or liabilities vis à vis the Client under the Agreement, and ii) the assignee shall replace the assignor for the performance of the Agreement entered into with Client.”

Article 16.10. Exclusion of Article 1223 of the Civil Code is hereby added to the Terms: “16.10 Exclusion of Article 1223 of the Civil Code. Parties hereby agree, and Client expressly consents, to waive its right to seek a proportional price reduction in case of partial performance of this Agreement as per the meaning of Article 1223 of the Civil Code.”

Germany

The Service shall be provided by: Criteo GmbH, Gewuerzmuehlstr. 11, 80538 Munich, Germany

Law governing the Agreement shall be: German law

Courts having exclusive jurisdiction of disputes: Courts of Munich

9 – Indemnities: Sections 9.5.1, 9.5.2, and 9.5.4 shall not apply.

10 – Limitation of Liability: Sections 10.1, 10.2 and 10.3 are hereby deleted and replaced with the following: “Criteo is liable without limitation (i) for damages caused by willful misconduct or with 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.”



12 – Term and Termination; Suspension: Subsection (c) is hereby deleted.

16.5. Severability: Section 16.5 is hereby deleted and replaced with the following: “If a provision of this Agreement is or becomes invalid, or the Agreement contains an omission, the remaining provisions shall remain unaffected. This shall not apply if the contractual purpose cannot be achieved with the remaining provisions; in this case, either party can terminate the Agreement without notice.”

United Kingdom

The Criteo Service shall be provided by: Criteo Limited, 10 Bloomsbury Way, London WC1A 2SL, UK..

Law governing the Agreement shall be: Laws of England and Wales

Courts having exclusive jurisdiction of disputes: Courts of England and Wales

Any reference to “attorneys’ fees” or similar wording shall be deemed to include a reference to any “legal fees or expenses”.

United States

The Criteo Service shall be provided by: Criteo Corp.

Law governing the Agreement shall be: California Law

Courts having exclusive jurisdiction of disputes: Courts of Santa Clara