



## TERMS AND CONDITIONS – CRITEO SERVICE

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These Terms and Conditions and Country Schedule (“Terms”) are between the Criteo entity performing the Service as identified in the Country Schedule and the Client. These Terms apply to the provision of the Criteo Service. Criteo and Client shall collectively be referred to as the “Parties” or individually as a “Party.”

### 1. Definitions and Interpretation

<b>Aggregated Client Data</b>	means data collected by Criteo for the purpose of providing the Service for the Client that is no longer linked to the Client.
<b>Client</b>	means the entity or individual specified in the Insertion Order and/or Statement of Work (“SOW”) if applicable.
<b>Client Content</b>	means images, graphics, text, data, videos, links or other creative elements supplied by the Client (or any person on its behalf) to Criteo which is included in, or used to deliver, any Product Ad.
<b>Client Data</b>	means data that Criteo collects through Tags on the Client Properties, including any information that can be attributed to a users’ activity (such as the number of pages viewed, the products the user viewed, user searches), and any information or data provided by Client (or a person on its behalf) to Criteo for use with the Criteo Service.
<b>Client Properties</b>	means any domain name, website, software application, or other digital platform controlled by the Client, as specified in the Insertion Order.
<b>Criteo Data</b>	means data related to the Criteo ad serving activity such as the number of ads displayed to users and Aggregated Client Data.
<b>Criteo Network</b>	means a network of publishers on supported interactive properties whose identity is unknown to the Client and administered at the sole discretion of Criteo for display of Product Ads.
<b>Criteo Service or Service</b>	means the service(s) chosen by the Client in the relevant Insertion Order and/or SOW (if applicable).
<b>Criteo Sourced Data</b>	means aggregated data provided by third parties independently of the provision of the Criteo Service to the Client and may include publisher data.
<b>Criteo Technology</b>	means Criteo’s confidential and proprietary intellectual property that allows it to serve the right ad to the right user at the right time.
<b>Cross-Device Linking</b>	means the action of connecting two or more browsers, applications, digital platforms, or other similar technologies that are used or likely to be used by the same user.
<b>Data</b>	means Client Data, Criteo Data, Criteo Sourced Data, and/or any other data that may be provided to Criteo through use of the Criteo Service.
<b>Insertion Order</b>	means a Client order which indicates the type of service chosen, the duration of the Service, the budget, the price, and any other particular condition.
<b>Product Ads</b>	means any advertisement promoting the products and/or services of the Client, which will be served or customized by the Criteo Technology.



<b>Tags</b>	means Criteo 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.
<b>Target Audience</b>	means users on the Criteo Network who will be targeted with Product Ads based on the Criteo Technology.

**2. Setting up the Service:** The Client will comply with the technical requirements and specifications of the Criteo Service together with any other requirements and specifications Criteo may specify in writing from time to time. These technical specifications may include the following operations: (i) including software code and Tags supplied by Criteo on the Client Properties; (ii) supplying Criteo with catalogue files of the Client's products and/or services to be included in Product Ads; and (iii) supplying Criteo with the Client's logos and other Client Content to be displayed in Product Ads. The Client shall be solely liable for performing these operations. Criteo does not warrant any dates (if any) stated in the Insertion Order. When setting up an advertising campaign, the Client shall select the Target Audience for the campaign which shall determine the Criteo affiliate that delivers the Criteo Service. Multiple campaigns may be delivered by multiple Criteo affiliates. Furthermore, the Client shall comply at all times with Criteo's policies, including, but not limited to, its privacy policy and advertising guidelines (which are available on its website [criteo.com](http://criteo.com)). If applicable, Client authorizes Criteo to utilize subcontractors in order to perform some or all of the Service.

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

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

**5. Invoicing and Payment:** The Client minimum investment (if applicable) for setting up the Criteo Service is defined in the Insertion Order. Criteo retains the right, in its sole discretion, to request prepayment from a Client, as specified in the Insertion Order. The Criteo Service will be charged on the basis set forth in the Insertion Order and will include the cost of the Criteo Service. The Client will receive monthly invoices from the Criteo entity delivering the Criteo Service. In the event that there are multiple ad campaigns, Criteo shall provide multiple invoices, which may be in different currencies. Criteo does not guarantee that the budget set up in the Insertion Order will be reached. Unless otherwise specified 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 in the currency set forth in 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 as specified by the relevant law or as set forth in the Insertion Order. Any dispute over an invoice must be raised within one month of receipt or it is considered waived. Unless stated otherwise in the Insertion Order, all invoices shall be payable solely by the Client. This Section fully applies to the agency or any other authorized representative mandated by the Client to pay on its behalf.

**6. Intellectual Property:** Each Party remains the sole owner of the intellectual property rights it owned prior to the Effective Date of the Terms, including, but not limited to, any and all patents, patent applications, trade secrets, trademarks, computer object or source codes, research, inventions, technical or non-technical data, formulas, algorithms, compilations, programs, devices, methods, techniques, designs, engineerings, processes, and copyrights (collectively, "Intellectual Property



Rights"). Criteo is the sole owner of all Intellectual Property Rights in and to the Criteo Technology and Criteo Data. Client is the sole owner of all Intellectual Property Rights in and to the Client Data. Client authorizes Criteo: (i) to collect, use, analyze, and process the Client Data, to combine the Client Data with Criteo Data and Criteo Sourced Data, and to perform the Service for the Client; (ii) to use the Aggregated Client Data to improve Criteo Technology, Criteo Service, and other Criteo products, programs and/or services; and (iii) to disclose Client Data if required by law. For the duration of the Terms, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce, and represent the Client trademarks and logos, and to display, reproduce, and represent Client Content and Product Ads: (a) on the Criteo Network; and (b) on all documentation promoting the Criteo Service. Criteo shall seek prior authorization from the Client for any press release using the Client's name, logos and/or trademarks. Client shall not modify or attempt to modify the code or otherwise reverse engineer, disassemble, decompile or create derivative works based on any aspect of the Criteo Technology.

**7. Warranties and Indemnities:** To the maximum extent permitted by applicable law, Criteo gives no warranty or condition, express or implied, with respect to any matter and expressly disclaims all express, implied, and statutory warranties, including, but not limited to, the implied warranties of accuracy and results of use, merchantability, non-infringement, fitness for a particular purpose, and any warranties arising from course of dealing, usage or trade. Client warrants and represents to Criteo that: (i) it has the right, power, and authority to enter into these Terms and perform its obligations as set forth herein; (ii) it has the right to provide the Client Content to Criteo for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Client Content complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, and advertising and marketing codes of practice in any of the jurisdictions where Product Ads are displayed; (iv) the Client Content does not contain any material that is obscene, defamatory or contrary to any applicable law or regulation and does not provide access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (v) it shall not provide any data unless it has the right to do so in accordance with all applicable data protection laws; (vi) immediately upon termination of the Terms, Client shall remove all software code and Tags or similar technologies provided by Criteo for inclusion on Client Properties; (vii) any information provided under the Terms is true, accurate, complete, and current; and (viii) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by Criteo. Client agrees to defend and indemnify Criteo, and its present and former officers, directors, members, employees, and agents, against all claims, suits, actions, damages, liabilities, losses, expenses, and costs (including reasonable attorney fees, expert fees, and costs) arising out of or resulting from any action against Criteo that is based on any: (a) breach, alleged breach or violation of any representations or warranties made by Client in these Terms; or (b) act or omission from anyone receiving Criteo Service through Client .

**8. Limitation of Liability:** To the maximum extent permitted by applicable law, neither Party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Terms, 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, any act of God, fire, flood, earthquake, insurrection, acts of war, terrorism, riots, civil disorders, civil unrest, rebellions, epidemics, pandemics, failures of public networks, power or internet, explosion, embargo, strikes or other work stoppages (force majeure event). Client acknowledges and accepts that the price paid by Client takes into account the risks involved in this transaction and represents a fair allocation of risk. For the avoidance of doubt, nothing in these Terms 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 Section 7 above, to the maximum extent permitted by applicable law, each Parties' liability under the Terms, for whatever cause, whether in contract or in tort, or otherwise, will be limited to general/direct money damages, namely, the amount which was foreseeable by Criteo at the time the Service was performed, and shall not exceed the total amount of fees actually received by Criteo from Client for the specific Service from which liability arises during the six (6) month period immediately preceding the event first giving rise to such liability, and if not yet in the sixth month, for the period leading up to such event.

Client acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions affecting the charges under the Terms for fraudulent or improper purposes. Criteo shall have no responsibility or liability to Client in connection with any third party click fraud or other improper actions that may occur.

**9. Privacy:** The Parties undertake to comply with their respective obligations under applicable laws and regulations, including, but not limited to, laws governing privacy and data protection.

The Client undertakes to include on its properties:



- (i) a privacy policy that includes a link to the Criteo privacy policy ([www.criteo.com/privacy](http://www.criteo.com/privacy)) and, when legally required,
- (ii) appropriate notice and choice mechanisms that comply with relevant laws and regulations and, where applicable, with the specific requirements of the competent local supervisory authorities.

When applicable laws and regulations require obtaining user consent, Client undertakes to:

- (i) clearly inform users that they can give or withhold consent to Criteo dropping cookies (or other tracking technologies), as well as the purposes of these cookies, in particular the purpose of serving personalized advertising, specifying, where applicable, whether the data collected is used for Cross-Device Linking purposes;
- (ii) allow users to express their choice by a clear positive act as well as to modify it with the same ease and,
- (iii) allow users to learn more and object to Criteo's Services.

The Client must also provide Criteo with proof of such consent upon request so that Criteo can rely on it at any time.

**10. Duration and Termination:** The Agreement shall commence upon execution of the Insertion Order (the "Effective Date") and shall automatically terminate either on the date stated in the Insertion Order or on the date when the total budget chosen by the Client (and as set out in the Insertion Order) is exhausted, unless terminated earlier as described herein. Notwithstanding the foregoing, either Party may terminate the Terms without cause upon five (5) days' notice and Client shall pay for any Service performed during the notice period. These Terms shall terminate automatically and without notice if Client becomes insolvent, goes into liquidation, or appoints an administrative receiver or analogous proceeding under relevant local law. Expiration or termination (for any reason) of the Terms will be without prejudice to any other rights or remedies of the Parties under these Terms or at law and will not affect accrued rights or liabilities of the Parties as of the date of termination. Upon proper termination or expiration of the Terms, the provisions of the Terms and any Insertion Order which are stated to survive or implicitly intended to survive shall so survive. Upon termination, all amounts owed to Criteo shall immediately become due and payable.

**11. Confidentiality:** Each Party undertakes that it will not at any time disclose to any person not explicitly mentioned in these Terms, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of an Insertion Order or any confidential information concerning the business or affairs of the other Party (including the other Party's affiliates) which is disclosed to it by the other Party. If such disclosure is required by law or any legal or regulatory authority, the disclosing Party shall give the other Party written notice of such disclosure as soon as possible prior to making the disclosure and upon request, shall assist the other Party in obtaining a protective order or other relief. To the extent the Parties have entered into a separate non-disclosure agreement, it is expressly incorporated herein by reference. Notwithstanding the foregoing, Criteo may disclose confidential information to any partners, consultants, affiliates, agents, independent contractors, subcontractors, and any other individual who have a "need to know" in order to perform Criteo's obligations under this Agreement and who: (i) have been advised of the confidential nature thereof and (ii) agree to be bound by the terms in this Section.

**12. Assignment:** Neither Party may assign its rights or delegate its obligations under the Terms, and any attempt at such assignment will be void, unless with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Terms will be binding upon the Parties' respective successors and permitted assigns. For purposes of these Terms, "assignment" shall include a merger, acquisition, or other consolidation by, with, or of Client, including any new or surviving entity that results from such merger, acquisition, or other consolidation. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Terms to a parent or subsidiary. In any event, Client shall not assign the Terms to a competitor of Criteo, or its successors or assigns. In addition, nothing herein shall prohibit Criteo from assigning the Terms to an affiliate, subsidiary, or agent of Criteo, nor shall such assignment be considered a violation of this provision.

**13. Compliance:** Each Party warrants that neither it nor any affiliates, officers, directors, employees, and agents is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of Treasury, the European Union, or any other applicable sanctions authority. Each Party agrees to perform its obligations hereunder in compliance with all embargoes, sanctions and export control regulations of the United States, France, the United Kingdom, and any applicable jurisdiction, as well as with all applicable anti-corruption laws, anti-terrorist financing legislation, and anti-money laundering laws.

**14. Miscellaneous**

- (i) Criteo may add, modify, or delete any terms, conditions, rates, or fees for any Criteo Service at any time. Criteo will



provide Client with notice of all changes to the Terms that are materially adverse to you by email, message, posting on Criteo's website, or other method we deem practicable. The most current version of the Terms may be found at the following link: <http://www.criteo.com/en/legal/terms-and-conditions-criteo-service>. Criteo may provide Client with notice of non-material changes in its sole discretion. Client's continued use or payment for Criteo Service after the Terms have been updated means that Client has accepted updated Terms.

- (ii) The applicable law and exclusive jurisdiction with respect to any dispute or matter arising out of or connected with the Terms is set forth in the Country Schedule based on the Criteo entity performing the Service.
- (iii) The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution, sending or modification of an Insertion Order. All notices may be sent via email and will be addressed to the contact person set forth in the most recent Insertion Order executed between the Parties.
- (iv) The Client's placing of an Insertion Order implies full acceptance by the Client of the Terms notwithstanding any term to the contrary that may be contained in any of the Client's documentation, in particular in any purchase order. The Terms and each Insertion Order, constitute the Agreement. If there is any contradiction between the Terms and Insertion Orders, the Insertion Orders shall take precedence in relation to the Criteo Service.
- (v) If any provision of the Terms or an Insertion Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of the Terms or Insertion Order, which shall remain in full force and effect.
- (vi) The Terms is available in various different language versions. However, in the event of any dispute between different language versions, the English language version shall prevail.
- (vii) Except as set forth in Section 5, no failure or delay by either Party in exercising any right, power, or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power, or remedy, such waiver will not waive any subsequent or other right, power, or remedy the Party may have under the Terms. Each Party's remedies set forth in the Terms will be cumulative and not exclusive and will be available in addition to all other remedies available at law or equity, except as otherwise expressly provided in the Terms.
- (viii) Any personal data provided by Client in relation to employees or representatives will be processed by Criteo in accordance with its corporate privacy policy accessible at <https://www.criteo.com/privacy/corporate-privacy-policy>. This includes an individual's right of access, modification, and erasure of personal data.
- (ix) Unless specified otherwise in the Terms, no third party shall have any rights or obligation under the Terms.



## COUNTRY SCHEDULE

If there is any contradiction between the Terms 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 Terms shall depend upon the Target Audience selected by the Client. Said Criteo entity shall also provide invoices to Client in accordance with Section 5 and shall bear all related risks and obligations. Criteo SA does not perform business development or commercial negotiations with the Client.

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

### Advertising campaigns running in: Japan

**The Criteo Service shall be provided by:** Criteo K.K.  
**Law governing the Terms shall be:** Japanese law  
**Courts having exclusive jurisdiction of disputes:** Courts of Tokyo

### Advertising campaign running in: Singapore, Hong Kong, Malaysia, Thailand, Taiwan, Vietnam Philippines, Indonesia, Lao People's Democratic Republic, Brunei, Myanmar, Cambodia, Macao, Pakistan

**The Criteo Service shall be provided by:** Criteo Singapore Pte. Ltd  
**Law governing the Terms shall be:** Singaporean law  
**Courts having exclusive jurisdiction of disputes:** Courts of Singapore

### Advertising campaigns running in Korea

**The Criteo Service shall be provided by:** Criteo Korea  
**Law governing the Terms shall be:** Korean law  
**Courts having exclusive jurisdiction of disputes:** Courts of Korea

### Advertising campaigns running in: Germany, Austria, Poland, Albania, Algeria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Georgia, Greece, Hungary, Israel, Liechtenstein, Macedonia, Malta, Montenegro, Romania, Serbia, Slovakia, Slovenia

**The Criteo Service shall be provided by:** Criteo GmbH  
**Law governing the Terms shall be:** German law  
**Courts having exclusive jurisdiction of disputes:** Courts of Munich  
**Additional or specific provisions that shall apply to the Terms:**  
**10. Limitation of liability:** 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 Terms 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.

### Advertising campaigns running in: Russia, Armenia, Azerbaijan, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Ukraine, Uzbekistan

**The Criteo Service shall be provided by:** Criteo LLC  
**Additional or specific provisions that shall apply to the Terms:**



For any campaign taking place in Russia, the Client acknowledges that a separate agreement (Insertion Order and Terms and Conditions) will be signed directly with Criteo LLC.

**Advertising campaigns running in: Brasil**

**The Criteo Service shall be provided by:** Criteo do Brasil  
**Law governing the Terms shall be:** Brazilian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Sao Paulo  
**Additional or specific provisions that shall apply to the Terms:**

Criteo shall send the Client a monthly invoice (“Nota Fiscal”) reflecting the amount owed by the Client to Criteo. The Nota Fiscal sets out the amount due for the Service delivered during a calendar month (“Invoicing period”). The Client shall pay the amount set out in the Nota Fiscal on the last working day of the calendar month following the end of the invoicing period (end of a calendar month).

For campaigns running in Brazil, the Nota Fiscal will be quoted in Brazilian Reais and will be raised in Brazilian Reais. Therefore, the Client shall remit the payment in Brazilian Reais to Criteo account.

The amount due by the Client is quoted exclusive of any tax which shall be payable at the time and in the manner required by law. Any claim on the Nota Fiscal can only be raised within one month of receipt.

**Advertising campaigns running in: Australia and New Zealand**

**The Criteo Service shall be provided by:** Criteo PTY  
**Law governing the Terms shall be:** Australian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Australia

**Advertising campaigns running in: Netherlands, Belgium, Luxembourg**

**The Criteo Service shall be provided by:** Criteo BV  
**Law governing the Terms shall be:** Dutch law  
**Courts having exclusive jurisdiction of disputes:** Courts of Amsterdam

**Advertising campaigns running in: France, Switzerland, Ireland , Andorra,  
French Polynesia, Holy See, Monaco, New Caledonia, San Marino**

**The Criteo Service shall be provided by:** Criteo France  
**Law governing the Terms shall be:** French law  
**Courts having exclusive jurisdiction of disputes:** Courts of Paris

**Advertising campaigns running in: Spain and Portugal**

**The Criteo Service shall be provided by:** Criteo España  
**Law governing the Terms shall be:** Spanish law  
**Courts having exclusive jurisdiction of disputes:** Courts of Madrid

**Advertising campaigns running in: Denmark, Finland, Norway, Sweden, Estonia,  
Faroe Islands, Greenland, Iceland, Latvia, Lithuania, Svalbard and Jan Mayan**

**The Criteo Service shall be provided by:** Criteo Nordics AB  
**Law governing the Terms shall be:** French law  
**Courts having exclusive jurisdiction of disputes:** Courts of Paris

**Advertising campaigns running in Italy**

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





**Law governing the Terms shall be:** Italian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Milan

**Advertising campaigns running in: United Kingdom, Antarctica, Gibraltar, Guernsey, Isle of Man, Jersey**

**The Criteo Service shall be provided by:** Criteo Limited  
**Law governing the Terms shall be:** English law  
**Courts having exclusive jurisdiction of disputes:** Courts of London

**Advertising campaigns running in: United States, Venezuela, Peru, Ecuador, Dominican Republic, Costa Rica, Uruguay, Panama, Puerto Rico, Guatemala, Bolivia, Paraguay, El Salvador, Jamaica, Honduras, Haiti, Nicaragua, Trinidad and Tobago, Bahamas, Mexico, Argentina, Colombia, Chile**

**The Criteo Service shall be provided by:** Criteo Corp  
**Law governing the Terms shall be:** Laws of State of New York  
**Courts having exclusive jurisdiction of disputes:** Courts of New York County, New York

**Advertising campaigns running in: Canada**

**The Criteo Service shall be provided by:** Criteo Canada Corp  
**Law governing the Terms shall be:** Laws of the Province of Ontario and the laws of Canada applicable therein  
**Courts having exclusive jurisdiction of disputes:** Courts of Toronto

**Advertising campaigns running in: Turkey**

**The Criteo Service shall be provided by:** Criteo Reklamcılık Hizmetleri ve Ticaret A.Ş.  
**Law governing the Terms shall be:** Laws of Turkey  
**Courts having exclusive jurisdiction of disputes:** Courts of Istanbul

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

Section 5 shall be amended by inclusion of the following:

In the event that the Client is domiciled in Turkey, the following terms shall apply: (i) in relation to a capped Insertion Order, the stamp tax will be declared and paid by Criteo and fifty percent (50%) of the stamp tax will be charged to the Client within 30 days of signature, (ii) in relation to both capped and uncapped Insertion Orders, the maximum duration of said Insertion Order shall be one month which may be extended by the Client giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt). In the event that the Client is domiciled outside of Turkey, the following terms shall apply: (i) in relation to a capped Insertion Order, Criteo shall be liable for any stamp tax expenses, (ii) in relation to both capped and uncapped Insertion Orders, the maximum duration of said Insertion Order shall be one month which may be extended by the Client giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt).

**Advertising campaigns running in: United Arab Emirates, Afghanistan, Angola, Bahrain, Botswana, Congo, Cote d'Ivoire, Cameroon, Algeria, Egypt, Ethiopia, Gabon, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Libya, Morocco, Madagascar, Mauritius, Mozambique, Namibia, Nigeria, Oman, Qatar, Rwanda, Saudi Arabia, Senegal, Swaziland, Tunisia, Tanzania, Uganda, Yemen, South Africa, Zambia, Zimbabwe**

**The Criteo Service shall be provided by:** Criteo MEA FZ LLC  
**Law governing the Terms shall be:** UAE law as applicable in the Emirate of Dubai  
**Courts having exclusive jurisdiction of disputes:** UAE courts of the Emirate of Dubai

**Advertising campaigns running in India, Bangladesh, Bhutan, Nepal, Sri Lanka**

**The Criteo Service shall be provided by:** Criteo India Private Limited  
**Law governing the Terms shall be:** Applicable Indian Laws





**Exclusive jurisdiction for disputes:** All disputes or difference relating to any of the matters set out in the Terms shall be referred to a sole arbitrator to be jointly appointed by the Parties. The seat of the arbitration shall be New Delhi and the venue shall be New Delhi.

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

**Section 5 shall be amended by adding the following:**

The stamp duty on all agreements entered into with Criteo and its affiliates for the Indian campaign, as applicable, shall be declared and paid by Criteo, and fifty percent (50%) of the stamp tax will be charged to the client within thirty (30) days of the execution of such agreements.

Where, under provisions of the Indian Income-tax Act, 1961 (as may be amended from time to time and the relevant rules thereunder or any other act governing taxes on Income as may be applicable in force) or a similar law of another country if applicable, the Client is required to deduct or withhold any amount, whether as tax or howsoever called, the Client shall deduct or withhold the specified amount or rate from any amount payable to Criteo.

The Client shall pay over or deal with any amount so deducted or withheld in accordance with the provisions of such applicable law. Where the Client makes any such deduction or withholding, the Client shall provide Criteo with a Certificate for tax withheld (Form 16A or any such other form/ documentation as maybe applicable) or other evidence in respect of such deduction or withholding within such time as applicable. In the event where the Client has withheld any such amount in accordance with the applicable law providing for the deductions but does not provide such certificate or evidence of withholding tax and the Criteo is required to pay such tax, the Client shall reimburse Criteo to the extent it had withheld tax.

Invoice to be issued will be as per the requirements of the applicable law and in a currency as determined by Criteo.

All present and future indirect taxes (including, but not limited to, service tax and swachh bharat cess) as applicable on the offerings of Criteo shall be charged by Criteo to the Client in addition to the amounts due for provision of its offerings.

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