



CRITEO SPECIFIC TERMS OF SERVICE

Commerce Grid Service

These Criteo Specific Terms of Service are incorporated into the Agreement under which Criteo has agreed to provide Criteo Services to Partner. Specific terms described below will be applicable only to the Services selected by Partner.

Capitalized terms used but not defined in the Criteo Specific Terms of Service have the meaning given to them in the Criteo Umbrella Terms of Service.

1. Services Description

Partner can submit bid requests for digital advertising units on Digital Properties where an Ad can be displayed (“**Media**”) and buyers can submit bids for that Media they wish to buy (“**Media Buyers**”) through the operation of a dynamic, real-time exchange whereby Media is sold to Media Buyers whose bids are selected by or on behalf of the Partner and at a price it decides. The Service will be provided via proprietary online trading platform, which forms part of the Criteo Platform (the “**Commerce Grid Platform**”).

2. Pricing and payment

Unless otherwise agreed between the Parties or required under local regulations, Criteo will enable self-billing feature and issue automatic invoices on behalf of the Partner for the amounts due under this Agreement.¹

Criteo will pay Partner the total amount for its Media sold using the Service during the month, less any applicable service fees and adjustments as set out in the Order Form.

Criteo reserves the right to withhold payment for Media until it has been paid for such Media itself. Criteo also reserves the right to offset future invoices from the Partner for amounts previously paid by Criteo to the Partner that: (a) were not subsequently paid by a Media Buyer to Criteo; or (b) which were subsequently claimed back by a Media Buyer in accordance with the Agreement.

Criteo may request (and the Partner shall repay to Criteo) the respective portion of Media Revenue relating to any Ad impression that is subsequently deemed by Media Buyers to be fraudulent, suspect in quality, or unusable according to such Media Buyers or Criteo’s invalid traffic technology (“**Refund-Eligible Deliverables**”). Criteo may request a refund for Refund-Eligible Deliverables and the Partner will deduct such Refund-Eligible Deliverables from the next Partner invoice provided to Criteo at Partner’s request. Criteo shall also be entitled to recoup any fee imposed by Media Buyers for inventory quality standards scanning purposes from Partner.

3. Additional terms

3.1. Termination for convenience: This Agreement shall be for an initial period of twelve (12) months effective as of the date last signed in the applicable Order Form (the “**Initial Term**”) after which it shall automatically renew for successive 12-month periods (each a “**Renewal Term**”), provided that either party may terminate this Agreement at any time without cause by giving at least one (1) months’ notice in writing to the other Party, or otherwise in accordance with the Agreement.

¹ The Self-billing feature is mainly available in the US market and within this feature no invoice will be required from the Partner. In non-US markets, this Self-billing feature may not be available. In this case, Partner may be requested to issue a monthly invoice to Criteo, detailing the Media Revenue and adjustments, if any. Such invoice shall be based on the information communicated by Criteo for respective month of service and sent to the address set forth in the Order Form. Concurrently, Criteo will invoice the Partner for any Service fees and adjustments, if any.



3.2. Liability cap: Each Party's aggregate liability under or in connection with the Agreement shall not exceed the net amount payable by Criteo to the Partner in any rolling six (6) calendar month period ending on the date of which such liability arises.

3.3. Media Buyers: Criteo will share information collected through the Ad call with Media Buyers for the purpose of purchasing Media on Digital Properties. Criteo may also share reporting with Media Buyers regarding their buying activity on Digital Properties. Criteo will contractually require all Media Buyers: (a) to comply with all applicable privacy laws, rules and regulations; and (b) to ensure that all advertisements provided for placement pursuant to this Agreement comply with all applicable laws and Criteo's advertising guidelines found at <https://www.criteo.com/advertising-guidelines/>.

3.4. Ads display: Media Buyers may place pixels or cookies on the browsers of users visiting Partner Digital Properties in order to optimize the placement of advertisements on Digital Properties. Partner acknowledges and agrees that Media Buyers shall have no obligation to purchase any advertising inventory from Partner and that Media Buyers may cease to buy certain advertising inventory or Ad sizes from Partner at any time.

3.5. Privacy: For the purpose of the provision of this Service by Criteo and the application of the Data Protection Agreement ("**DPA**"), the Service shall be considered as a Joint Controller Service (as defined in the DPA) and the Parties shall comply with the relevant provisions of the DPA (Sections I and II).

3.6. Contracting entities, governing law, and jurisdiction: The Criteo contracting entity is indicated on the Order Form. The applicable law and exclusive jurisdiction with respect to any dispute or matter arising out of or connected with the Agreement is set forth in the "Criteo contracting entities, governing law and jurisdiction" document depending on the location of the applicable contracting entity. For the avoidance of doubt, unless otherwise expressly indicated by Criteo, this Agreement supersedes all other agreements between the Partner and any Criteo Affiliate related to the "*Criteo Direct Bidder*" or the "*MediaGrid*" Platform.
