



CRITEO SPECIFIC TERMS OF SERVICE

Commerce Yield In-store Service

1. Services Description

A 360-degree physical and digital retail media ordering and workflow management platform, that delivers a seamless media booking experience for “**Demand partners**” to book media opportunities with “**Supply Partners**” across in-store, out-of-store, and on-line formats (“**Activations**”). Key features include omnichannel media asset management, inventory management, self-serve inbound and outbound sales tools, campaign workflows and automation, analytics and reporting, billing tools and client management.

2. Pricing and payment

2.1. Fee types

Criteo may charge different kinds of fees to Partner in consideration for the use of the Criteo Platform (all collectively “**Service Fees**”):

- **Activation Fees** comprise of a commission payable by the Partner to Criteo and is disclosed on the Activation booking request or as otherwise set forth herein, online and/or in a separately executed or accepted agreement, between Partner and Criteo.
- **Subscription Fees** comprise of an annual or monthly fee payable by the Partner to Criteo in consideration of utilizing Criteo as a software-as-a-service (SaaS). Subscription Fees are set forth herein, online and/or in a separately executed or accepted agreement between Partner and Criteo.
- Criteo may also, from time to time, provide certain services to Partner for an additional fee that would support Partner with its activations (“**Other Service Fees**”). These other services may include, but are not limited to, delivery (e.g., printed and samples), management, and concierge services. These fees will be disclosed either at checkout, online and/or in a separately executed or accepted agreement, between Partner and Criteo.

Except as otherwise specified by Criteo, Service Fees are non-refundable and non-transferable.

2.2. Payment

- (i) Unless otherwise stated, Subscription Fees must be paid in advance of each billing period (either monthly or annually). Partner’s subscription starts on the date that Partner signs up for a Subscription and makes first payment of Subscription Fees (“**Subscription Date**”).
- (ii) If Partner’s billing cycle for Subscription Fees is monthly and Partner’s Subscription Date does not fall on the 1st day of a calendar month, the payment for a full month of Subscription Fees is required for the first month of Partner’s Subscription (the Subscription Fees will not be pro-rated).
- (iii) If the billing cycle for Partner’s Subscription Fees is monthly, billing occurs on the same day each month based on Partner’s Subscription Date. Payments are due for any month on the same or closest date to Supply Partner’s Subscription Date (the “**Pay Date**”). We reserve the right to change Partner’s Pay Date.



(iv) Criteo is authorized to direct debit subscription payment from a nominated card or bank account during the course of Subscription Period. It is the Partner's responsibility to ensure sufficient funds are available at the beginning of each billing period.

(v) Should Criteo be in charge of selling campaigns to some Demand Partners based on a direct contract with these Demand Partners, Criteo will collect the net media revenue associated to these campaigns and remit those sums to Partner within ninety (90) days. Criteo reserves the right to withhold payment for media until it has been paid for such media itself.

3. Additional terms

3.1. Termination for convenience: Unless otherwise stated in these Terms or a separately executed agreement, Partner may terminate this Agreement at any time via email. If Partner cancels Partner's Criteo Account as a Supply Partner, any confirmed booking(s) will be automatically cancelled, and Partner's Demand Partners will receive a full refund of the Activation Fees.

Unless otherwise communicated to Partner at the time of sign up via a separately executed agreement or notification; if Partner chooses to cancel Partner's subscription after Subscription Cancellation Period during the Subscription Period (as both defined in the Order Form), we will not provide any refunds and the Partner will promptly pay all unpaid and remaining fees due through to the end of the Subscription Period. We do not provide refunds if Partner decides to stop using the subscription during Partner's Subscription Period.

Criteo may terminate this Agreement for convenience at any time by giving Partner thirty (30) days' notice via email to Partner's registered email address.

3.2. Refund of Activation Fees: If for any reason Criteo has to take any step relating to Partner's account and Partner's use of the Platform, Criteo may refund any Activation Fees otherwise payable by Demand Partners in full for all confirmed Activations that have been cancelled and the Partner will not be entitled to any compensation for pending or confirmed bookings that are cancelled.

3.3. Exclusivity: For Criteo to ensure space inventory is managed and Demand Partners have a satisfactory user experience, Partner must not use any third-party intermediary platform aside from the Criteo Platform to list Activation Spaces for booking by third parties. This clause does not prevent Partner booking Activation Spaces through their own channels which are not in the form of an online/marketplace platform.

3.4. Space Listings obligations

i) When creating a Listing (one media space or a package) through the Criteo Platform, Partner must:

- provide complete and accurate information about Partner's Activation capacity (including details of Partner's Activation Space and staff availability);
- disclose any deficiencies, restrictions and requirements that apply; and
- provide any other pertinent information requested by Criteo.

ii) Partner is responsible for keeping Partner's Listing information (including availability) up to date at all times. Partner, not Criteo, is solely responsible for all such Listing information and the content therein that Partner creates on the Criteo Platform.

iii) Partner is solely responsible for setting a price (including any Taxes, if applicable) for Partner's Activation Fee (defined hereinafter). Once a Demand Partner requests a booking for an Activation, Partner must not request that Demand Partner pays a higher price than the Activation Fee quoted in the booking request. When setting Partner's Activation Fee, Partner must use good faith efforts to charge fair and reasonable Activation Fees that reflect the value offered by a particular Activation with regard



to the nature of the Activation. Any terms and conditions included in Partner's Space Listing, particularly in relation to cancellations, must not conflict with these Terms unless otherwise set forth in the Special Terms.

iv) Pictures, animations or videos (collectively, "**Space Listing Images**") used in Partner's Space Listings must accurately reflect the quality and condition of the Partner's Activations and Activation Spaces. Criteo reserves the right to require that Space Listings have a minimum number of images of a certain format, size and resolution.

v) Partner must keep strictly confidential prior to Activations, all materials related to Activations which identify a Demand Partner or which a Demand Partner may be reasonably identified, including details of any requests and correspondence made in connection with a Space Listing.

vi) The placement of Space Listings in search results on the Criteo Platform may vary depending on a variety of factors including Member search parameters and preferences, Partner requirements, price and availability, number and quality of Space Listing Images, service and cancellation history, and types of Activation.

vii) Partner acknowledges that, in rare circumstances, the success of Activation may be adversely affected by unforeseeable and/or unavoidable circumstances, including circumstances beyond the reasonable control of Partner ("**Adverse Event**"). If an Adverse Event occurs that may have a negative impact on a Demand Partner, Partner must use commercially reasonable efforts to:

- mitigate any loss and damage to Demand Partner arising from the Adverse Event; and
- arrange a "make good" campaign in consultation with Demand Partner.

3.5. Activation reports are required for bookings made via the marketplace and where Activations are carried out on behalf of Demand Partners by Partner:

- Partner must submit an Activation report in the form prescribed by Criteo as soon as practicable, and no later than ten (10) business days after completion of an Activation. Release by Criteo of the Activation Fee payable in connection with the Activation is contingent on Criteo receiving an Activation report which proves the Activation was completed satisfactorily (as determined by Criteo, acting in good faith); and
- Partner will forfeit any Activation Fee payable in relation to an Activation if an Activation report has not been received by Criteo within ten (10) business days.

3.6. Customer Reach Estimate: Partner's estimate of foot traffic, customer or audience reach ("**Market Reach Estimate**") shall be verifiable having regard to past and current data and sufficiently accurate for Demand Partners to decide whether to book a particular Activation. In addition to providing a fair and accurate Market Reach Estimate as a condition of Partner's registration as a Partner, Partner must also provide a fair and accurate assessment of Partner's customer reach in respect to an Activation Space, as calculated, with regard to the number of products/samples/messages which can be distributed to consumers/members/people per day/Activation in a particular Activation Space.

3.7. Interaction with Demand Partners: Partner is solely responsible for Partner's interactions with Demand Partners and any other party with whom Partner would interact; provided, however, that Criteo reserves the right, but has no obligation, to intercede in case of dispute. Partner agrees that Criteo will not be responsible for any liability incurred as the result of such interactions.

3.8. Content

Criteo may, at its sole discretion, enable members to create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Criteo Platform ("**Member Content**") and access and view Member Content and any content that Criteo itself makes available on or through the Criteo Platform, including proprietary Criteo content and any content licensed or authorized for use by or through Criteo from a third party ("**Criteo Content**").



Partner hereby grants each member a non-exclusive, non-transferrable license to display and use Member Content throughout the Criteo Platform.

Partner will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, rent, lease, transfer, assign, reproduce, display, or otherwise exploit Member Content or Criteo Content, except to the extent it is the legal owner of certain Member Content or as expressly permitted in these Terms.

3.9. 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). In cases where a Partner uploads its contact list to the Criteo Platform, Criteo shall act as a processor of personal data contained in such contact list and the Parties shall comply with the provisions of Section III of the DPA.

3.10. 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.
