



CRITEO SPECIFIC TERMS OF SERVICE

Commerce Growth Service (C-Growth)

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

This Service enables the configuration and optimization of the digital advertising campaign based on Criteo Technology and Service Data. This can be utilized for media buying capabilities covering acquisition (acquiring new customers) and/or retention (retaining existing customers) advertising objectives. Marketing strategy and associated Criteo set-up can be implemented on a campaign and, as applicable, ad-set level.

Any potential switch between acquisition and retention campaigns during the execution of Criteo Services will not require the signature of an amendment between the Parties.

Service can be made available by Criteo to Partner on different delivery modes: managed-service, self-service, or a combination of both depending on the Partner's monthly average spend in Commerce Growth Service with Criteo over a six (6) month period minimum.

For managed service, each campaign will be ordered by Partner via email to be sent to Criteo's business partner.

2. Pricing and payment

Partner can manage its budget directly in the Criteo Platform.

Criteo does not guarantee to meet the budget that is configured in the Criteo Platform or any other target (e.g., target cost of sales).

Partner can choose different bid strategies including driving conversions, driving revenue, or driving visit to control how they generate results.

Partner can select the cost controller either as 1) control by budget to maximize results while spending the full budget, 2) control by target which optimizes for a specific KPI target to drive maximum results or 3) to control by CPC/CPM to manually manage bid to balance costs and results.

Partner can choose budget strategies (daily, monthly or lifetime) and has the option to pace the budget evenly across a week.

3. Additional terms

3.1. Termination for convenience: Each Party may terminate the Agreement at any time, without penalties or indemnities, by registered letter or email with acknowledged receipt and with five (5) business days prior notice. The suspension or termination of a campaign can be done by the Partner itself via its access to the Criteo Platform or, if requested by the Partner, by the Criteo teams. The prior notice period shall be invoiced to the Partner.



3.2. Ads display: Partner acknowledges and accepts that the Ads are displayed on the Criteo Network and that Criteo, or the relevant partner (as the case may be), has absolute discretion as to where and how often the Ads will be displayed and how priority is to be governed between different partners. In the event Partner notifies Criteo in writing that Ads are being displayed on media that do not comply with the supply partner guidelines, Criteo will promptly remove the Ads from such media.

3.3. Social networks: Criteo may offer Partner with the possibility to extend the Ad(s) to some social networks' inventories. Such delivery of Ads might be subject to those social network inventories' terms and policies which are solely under their control and responsibility. When Partner expressly activates that option, Partner is thus giving authority to Criteo to accept any applicable third-party set of terms and conditions or policies on Partner behalf and necessary to deliver that Service. The list of applicable documentation will be made available to Partner in the User Interface (UI). Partner is expressly informed that this may also trigger the need for Criteo to send some event data (including identifiers such as hashed emails) and product catalog information, which will always be done in accordance with Criteo privacy policy. In case of conflict, the Agreement with Criteo should supersede.

3.3. 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).
