

The MediaGrid Standard Terms for Demand Partners
Last Updated Date: December 12, 2022

1. Definitions

“Advertising” means digital material together with related code made available to the MediaGrid Platform by the Demand Partner including but not limited to all content, trademarks, branding features and ‘look and feel’.

“Advertising Materials” means creative materials, active URLs, and their related tags.

“Applicable Data Protection Law(s)” means all applicable international, federal, national and state data protection and privacy laws, regulations, and industry self-regulatory rules, codes and guidelines that apply to the processing of Personal Data as applicable to Grid and its Media Buyers, including without limitation: (i) the EU General Data Protection Regulation (Regulation 2016/679) (“GDPR”) and the GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national laws made under or pursuant to (i) or (ii) (in each case, as superseded, amended or replaced); (iv) the California Consumer Privacy Act of 2018, California Civil Code §1798.100 et seq. (“CCPA”), together with any amending or replacement legislation, including the California Privacy Rights Act of 2020 (“CPRA”) and any regulations promulgated thereunder; (v) other applicable US privacy state laws; (vi); (v) the rules, codes and guidelines of the European Interactive Digital Advertising Alliance (“EDAA”); and (vii) the Network Advertising Initiative (“NAI”).

“Bid Data” means the data and related information including the price that will be provided to a Publisher in response to a Bid Request that only includes Personal Data that is being used in accordance with all Applicable Data Protection Laws.

“Bid Request” means a request (containing Publisher Data) made by a Publisher for Bids on Media that it has available to sell and includes certain criteria that must be met, such as the price for the Media and other information that only includes Personal Data that is being used in accordance with all Applicable Data Protection Laws.

“MediaGrid Demand Partner Agreement” or **“Agreement”** means the Term Sheet and these Standard Terms that together form a fully executed agreement between MediaGrid and the Demand Partner.

“MediaGrid Platform” means Grid’s proprietary online trading platform through which Publishers can submit Bid Requests for Media that they wish to sell, and Demand Partners can submit Bids for Media that they wish to buy through the operation of a dynamic, real-time exchange whereby Media is sold to Demand Partners whose Bids are selected by Publishers, or by MediaGrid on behalf of Publishers.

“MediaGrid Service” means the service or services selected by the Demand Partner.

“Data Processing Addendum” means the document located [here](#), that governs the processing of Personal Data by Grid in connection with the MediaGrid Service.

“Demand Partner” means the party identified in the Term Sheet that wishes to buy Media through the MediaGrid Platform. **“Impression”** means provision of the relevant Advertising Materials to the relevant Site after a Winning Bid has been successfully completed in accordance with section 3.

“Initial Term” is defined in the Term Sheet.

“Intellectual Property Rights” means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, trademarks, know-how, confidential information, trade secrets, patents, inventions and discoveries and all other rights (including moral rights) resulting from intellectual activity in the industrial, scientific, literary or artistic fields in each case whether registered or unregistered and including any pending applications for or rights to apply for any of the foregoing anywhere in the world.

“Media” means digital advertising units on Sites where Advertising can be displayed that is made available for sale on the MediaGrid Platform.

“Media Cost” means the amount payable for Media acquired through the operation of the MediaGrid Platform as set out in section 3 and may include associated fees retained by Grid in accordance with its agreements with Publishers.

“Personal Data” means information that allows the holder to identify a data subject and/or is considered to be ‘Personal Data’ by any Applicable Data Protection Laws.

“Renewal Term” is defined in the Term Sheet.

“Site” means one or more websites and/or other online locations made available to the MediaGrid Platform that are operated by or on behalf of a Publisher or upon which a Publisher has the right to display Advertising.

“Standard Terms” means these MediaGrid Standard Terms for Demand Partners.

“Publisher” means a third party that is connected to the MediaGrid Platform that has Media that it wishes to sell.

“Publisher Data” means data provided by a Publisher to the MediaGrid Platform that does not identify Grid or a Publisher or a Site (or information that the holder would already have had before it was provided by Grid) that the MediaGrid Platform uses for the day-to-day operation of the MediaGrid Platform, and which only includes Personal Data that is being used in accordance with all Applicable Data Protection Laws.

“Term Sheet” means a fully executed MediaGrid Demand Partner Agreement between Grid and the Demand Partner that incorporates these Standard Terms.

“Winning Bid” means the amount payable for each Bid for Media that wins in accordance with section 3.

2. Applicability

These Standard Terms relate to the sale and purchase of Media using the MediaGrid Platform and together with the Term Sheet and the Data Processing Addendum constitutes the entire agreement between you and Grid relating to your use of the MediaGrid Service (unless expressly stated otherwise). Any contrary terms and conditions that you may have shall not apply to the Agreement.

3. Operation of the MediaGrid Platform

The MediaGrid Platform shall receive Bid Requests for Media from Publishers in response to which the MediaGrid Platform shall provide Bids to Publisher. Upon receipt of such Bids, MediaGrid shall select which Bid best fits the criteria set out in their Bid Request (the **“Winning Bid”** as defined above). Upon selection of the Winning Bid, the MediaGrid Platform shall procure delivery of the winning Demand Partner’s Advertising to the relevant Site (each an **“Impression”** as defined above).

4. Third Party Advertisers

4.1 You agree to ensure that all provisions of the Agreement are complied with by both you and any third-party advertisers that you represent. You will be directly liable to Grid for any act or omission by you or your advertiser that is not in accordance with the Agreement.

4.2 You confirm that you are the authorised representative of any advertiser that you place Advertising on behalf of using the MediaGrid Service or otherwise advise Grid that you act on behalf of and that you are authorised to enter into and perform the Agreement on behalf of any such advertiser. You agree to be jointly and severally liable with any advertisers that you represent for all payment obligations set out in the Agreement and that Grid may contact any advertiser that you represent if any amounts payable under the Agreement are not received by Grid by the due date.

5. Demand Partner Obligations

5.1 You warrant, represent and confirm that:

5.1.1 All Advertising and the websites, goods and services that they promote, and Bids as well as more generally your use of the MediaGrid Platform shall comply with the Buy-side Policies (available [here](#)) as updated by Grid and advised to you from time to time.

5.1.2 you will not provide any data (including data containing Personal Data) to Grid unless you have the right to do so in accordance with all applicable laws (including but not limited to Applicable Data Protection Laws) and any agreements you have with third parties.

5.1.3 you will not use any Bid Request (or part thereof) that you receive for anything other than (i) deciding whether to submit a Bid and/or (ii) submitting a Bid for the Media that each such Bid Request relates to; and

5.1.4 where applicable, you have obtained all necessary consents from data subjects, in accordance with all Applicable Data Protection Laws, for purposes of providing personalised Advertising to such data subjects and will send Grid all information reasonably requested by Grid relating to the same (and as Grid may reasonably update from time to time).

5.2 You agree to observe the technical requirements and specifications Grid may give you in writing from time to time to enable the proper and secured performance of the MediaGrid Service.

5.3 You agree to comply with the Data Processing Addendum (if Personal Data is shared between the parties).

5.4 You agree that if Grid, acting reasonably, believes that you do not comply with any obligations of this section 5 or the terms of an agreement with Grid and/or its corporate affiliate, Grid may immediately suspend the provision of the MediaGrid Service to you (either with or without providing notice of this), until Grid is reasonably satisfied with your compliance.

6. MediaGrid Obligations

6.1 Grid shall use all reasonable endeavours to procure the display of Advertising in accordance with the Agreement.

6.2 Grid will measure the delivery of Advertising using Grid's reporting systems. If there is a discrepancy between the Grid reporting systems and yours, the MediaGrid reporting systems will prevail, but Grid will discuss any such discrepancy over 10% with you upon request and use all reasonable endeavours to resolve the matter to your reasonable satisfaction.

6.3 Grid shall use all reasonable endeavours to ensure that all Publishers MediaGrid that their Sites, everything displayed on their Sites and their Bid Requests shall comply with the MediaGrid Sell-side Policies (available at <https://www.iponweb.com/policies-legal/the-MediaGrid-buyer-and-seller-policies/>).

6.4 Grid shall comply with the Data Processing Addendum (if Personal Data is shared between the parties).

7. Rejection of Advertising

Grid may reject any Advertising that you make available through the MediaGrid Platform that does not comply with section 5.1. However, you acknowledge and agree that Grid has no obligation to review and/or approve any Advertising that you submit to the MediaGrid Platform, and that Grid accepts no liability for any Advertising that is displayed on a Site on your behalf in accordance with the Agreement.

8. Payment for Media

8.1 Where you have agreed to pre-pay for Media you buy, you agree to pre-pay Grid at least 7 days before the end of each calendar month an agreed amount each month for Media that you plan to buy in the next calendar month.

8.2 If you do not pay Grid and/or its corporate affiliate on time, all amounts due on your account will become immediately payable by you to us on demand and we reserve the right to suspend provision of the MediaGrid Service to you and/or terminate the Agreement and/or any part of it if any amounts payable by you are overdue by more than 10 days.

8.3 If you do not pay Grid and/or its corporate affiliate on time, we reserve the right to charge you interest at the rate of three per cent (3%) above the base rate of the HSBC bank in Switzerland on any overdue amounts. If we need to take legal action against you for failing to pay us in accordance with the Agreement, you also agree to pay the legal costs and expenses that we incur in making you pay us.

8.4 You are not entitled to set-off any amounts that you owe Grid against any amounts that Grid owes you, unless we have accepted your claim, or your claim has been found to be valid by a final court ruling.

8.5 If you dispute any amount on an invoice, you should provide notice of this to MediaGrid by writing to your MediaGrid representative within 15 business days of the end of the month that the invoice you dispute relates to. Your email must include the amount you dispute and provide adequate information to support your claim. Within 30 business days of receipt of your email, Grid will investigate and provide you with a written response. You may not withhold payment for any amounts that you do not dispute.

9. Intellectual Property

9.1 Unless expressly stated in the Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party or to the other party's licensors. MediaGrid 9.2 If Grid provides you with software in connection with the MediaGrid Service, Grid grants you a non-exclusive, non-sublicensable licence for use of that software. Such licence is for the sole purpose of allowing you to use and enjoy the benefit of the MediaGrid Service. You may not copy, modify, distribute, sell or lease any part of the MediaGrid Service, including the software or Bid Requests that you receive (or any part thereof), nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit such restrictions, or you have MediaGrid's prior written permission to do this. You will not remove, obscure, or alter any MediaGrid copyright notice (if any), branding or other proprietary rights notices affixed to or contained within the MediaGrid Service, MediaGrid Platform, software, or related documentation.

9.3 Grid may include your name and branding in Grid's presentations, marketing materials, customer lists, and financial reports.

10. Compliance

10.1 Each party warrants that neither it nor any affiliates, officers, directors, employees, and agents is the subject of any sanctions administered by any applicable sanction authority having jurisdiction over it.

10.2 Each party agrees to perform its obligations hereunder in compliance with all applicable laws and requirements relating to trade sanctions, foreign trade controls, export, and re-export controls, non-proliferation, anti-terrorism, and similar laws, as well as with all applicable anti-corruption laws, anti-terrorist financing legislation, and anti-money laundering laws.

10.3 Each party ensures compliance with Criteo S.A.'s Code of Conduct available online:

<https://criteo.investorroom.com/corporate-governance>.

11. Payment Deposits

11.1 Grid may require you to pay a deposit in advance for amounts payable by you to Grid under the Agreement (a "Payment Deposit").

11.2 If you pay a Payment Deposit it will be offset against future invoices payable by you to meet your payment obligations under the Agreement, the balance will be refunded to you (without any interest) at the end of the Agreement. If you do not pay Grid, in full in accordance with the Agreement, your Payment Deposit will be set off against your payment obligations to Grid.

12. Use of Information

12.1 You hereby grant Grid a royalty free, non-exclusive worldwide licence in the Advertising solely to enable Grid to provide the MediaGrid Service. You grant to Grid all rights necessary to allow Grid to provide the MediaGrid Service and to advise Grid customers and prospective customers that you use the MediaGrid Service.

12.2 You hereby agree that Grid is entitled to sublicense the licenses granted to Grid under the Agreement to third parties where necessary to fulfil our obligations under the Agreement.

13. Liabilities and Indemnities

13.1 You agree to indemnify, defend, and hold harmless Grid, its affiliates, agents, and Publishers from and against any and all third-party claims and liabilities arising out of or related to your breach of any part of the Agreement. Publishers that use the MediaGrid Platform and any direct or indirect, wholly, or partly owned subsidiaries and/or holding companies of Grid are third-party beneficiaries of this indemnity.

13.2 Subject to section 14, Grid agrees to indemnify you and hold you harmless against all third-party claims and liabilities arising out of or related to Grid's breach of any part of the Agreement.

14. Representations, Warranties and Disclaimers

14.1 You represent and warrant that you have the full power and authority to agree to the Agreement.

14.2 You represent and warrant that (i) you are the owner of or are legally authorised to act on behalf of the provider(s) of the Advertising; and (ii) you have control over the way in which Advertising is displayed using the MediaGrid Platform on Sites.

14.3 Unless expressly stated in the Agreement, Grid does not make any promises about the MediaGrid Service, including the MediaGrid Platform.

14.4 Grid will not be liable to Demand Partner for the content of any Site that the MediaGrid Platform may make available to Demand Partner.

15. Limitation of Liability

15.1 NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (C) ANYTHING WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

15.2 NEITHER PARTY SHALL HAVE ANY LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (WHETHER SUCH LOSS WAS FORESEEABLE, KNOWN OR OTHERWISE).

15.3 EACH PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE NET AMOUNT PAYABLE BY DEMAND PARTNER TO GRID IN ANY ROLLING 6 CALENDAR MONTH PERIOD ENDING THE DATE ON WHICH SUCH LIABILITY ARISES.

16. Assignment

You may not assign any rights or obligations that you may have under the Agreement to a third party unless this has first been agreed by Grid in writing. Grid may assign all or any of its rights and obligations under the Agreement to a wholly owned direct or indirect subsidiary or holding company of Grid. Grid may also assign your payment obligations to MediaGrid under the Agreement to a third party by giving notice of this in writing to you.

18. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of the State of New York, United States of America, without regard to its conflict of law provisions to the extent such principles or rules would require the application of the laws of any jurisdiction other than those of the State of New York, and the parties hereby submit to the non-exclusive jurisdiction of the State of New York courts for the resolution of any dispute which may arise in connection with the Agreement.

19. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

20. Notices

All notices under the Agreement must be in the English language, in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with this section. Any such notice may be delivered personally or by first class pre-paid recorded delivery letter or facsimile transmission and shall be deemed to have been served (a) if by hand, when delivered, (b) if by courier service or registered mail, 72 hours after despatch, and (c) if by facsimile transmission when despatched, in each case, with proof of sending/delivery (as the case may be) retained by the sending party.

21. No Partnership

Nothing in the Agreement and no action taken by the parties under the Agreement shall constitute or be deemed to constitute a partnership, association, joint-venture, or other co-operative entity or undertaking between the parties and neither party shall have any authority to bind the other in any way.

22. Entire Agreement

This Agreement supersedes all prior agreements, arrangements, and undertakings between the parties, and constitutes the entire agreement between the parties, relating to the subject matter of the Agreement.

23. Severability

If the whole or any part of any provision of the Agreement is deemed to be illegal or unenforceable, remaining provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.

24. Representatives

Each party shall appoint a prime contact for the purposes of performing the Agreement as set out in the Term Sheet and may appoint a substitute or alternative individual by providing reasonable written notice of this to the other party.

25. Publicity

Except as provided in sections 9.3 or 28, each party shall keep the terms of the Agreement confidential and will not use the other party's name in any publicity, advertisement or other disclosure without the other party's prior written consent (email sufficing).

26. No Third-Party Rights

A person who is not party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any other substantially similar applicable laws to enforce any of the terms of the Agreement unless expressly stated otherwise herein.

27. Confidentiality

27.1 For the purposes of this Agreement, "Demand Partner's Confidential Information" shall mean any data or information of any kind and in any format relating to the business, business processes, business logic, business strategy, products, games, customers or customer behaviour, revenues, know how, trade secrets or other information relating to the Demand Partner which is not generally publicly available.

27.2 Grid shall not, except as expressly permitted in the Agreement or as required by law, or by subpoena, judicial or administrative order, without the prior written consent of the Demand Partner: (a) communicate, or otherwise make available, the Demand Partner's Confidential Information to any third party; or (b) use Demand Partner's Confidential Information for any commercial, industrial or other purpose whatsoever other than the provision of the MediaGrid Service; or (c) copy, adapt, or otherwise reproduce the Demand Partner's Confidential Information save as strictly necessary for the provision of the MediaGrid Service under the Agreement.

28. Use of Name

You agree that Grid can use your company and/or trading name and related branding to MediaGrid other users and potential users of the MediaGrid Service for marketing and promotional purposes relating to the MediaGrid Service with your prior written consent.

29. Change of Terms

If Grid advises you of a change to the Standard Terms, you will have 7 days to consider the change before it shall be deemed to take effect, unless within such 7 days you advise Grid that you do not agree to the change. If you advise Grid that you do not agree to the change, you will be entitled to continue to use the MediaGrid Service to sell Media for a period of 21 days from the date that you advise Grid of this, after which you must stop using the MediaGrid Service.