



## CRITEO UMBRELLA TERMS OF SERVICE

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These Criteo Umbrella Terms of Service (the "**Terms**") are entered into by Criteo and the Partner and govern the provision of any Criteo Service to the Partner.

### 1. Definitions

**Ad(s)** means any advertisement promoting products and/or services on the Criteo Network, which is served using Criteo Technology, including but not limited to all content, trademarks, branding features and 'look and feel'.

**Agency** means a media agency or sales house that purchase or sell media (or ad placement) for the benefit of end-customers.

**Agreement** means these Terms, the Criteo Specific Terms of Service, the Data Protection Agreement (if applicable) and any potential Order Form signed by or on behalf of Partner and referring to these Terms, which together govern the supply of the Services to the Partner.

**Confidential Information** means any non-public financial, legal, commercial, marketing, organizational or technical information concerning the business and affairs of the Parties or their affiliates, that is directly or indirectly disclosed by a Party to the other Party in connection with the performance of the Agreement, whether in writing, orally, electronically, visually or otherwise, and either designated as confidential at the time of disclosure, or that would reasonably be considered confidential.

**Creatives** means the creative materials (including banners, images, videos, rich media, templates, layouts, animations, copy, artwork as well as adaptations of Partner Content) that Criteo's creative teams design or produce specifically for Partner.

**Criteo** means the relevant Criteo entity providing the Services as set out in the "Criteo contracting entities, governing law and jurisdiction" document available at: <https://www.criteo.com/terms-and-conditions/>.

**Criteo Affiliate** means a Criteo affiliate located in a country in which the Criteo Services are to be provided, as specified in the above mentioned "Criteo contracting entities, governing law and jurisdiction" document.

**Criteo Network** means the Criteo network of Digital Properties on which Ads may be displayed using the Criteo Technology.

**Criteo Platform** means the Criteo proprietary online demand and supply platforms through which the Services are provided, including any API made available by Criteo to access the platforms for the sole purpose of providing the Services.

**Criteo Services** or **Services** means those service(s) described in the Criteo Specific Terms of Service that are selected and ordered by Partner in a duly signed Order Form. Partner is informed and acknowledges that some Criteo Services may be derived from Partner's needs and eligibility which shall be determined by Criteo, at its sole discretion and that Criteo may also from time to time propose additional or complementary services, which shall in all cases be subject to Partner's prior approval.

**Criteo Specific Terms of Service** means the then-current terms specific to one or more Services available at: <https://www.criteo.com/terms-and-conditions/>.



**Criteo Technology** means Criteo's digital advertising solutions, including the Criteo Platform, and any product script, tags, and other software code, including any API, or integrated by Criteo in Digital Properties, as part of the Criteo Services.

**Data Protection Agreement** means the agreement between Criteo and Partner governing the management of personal data for the performance of this Agreement, if applicable, available at: <https://www.criteo.com/terms-and-conditions/>.

**Digital Property(ies)** means any domain name, website, software application, virtual world or other digital platform owned, operated, or managed for the purpose of this Agreement by Partner, or any other company that is part of the Criteo Network.

**Effective Date** means for each Agreement entered pursuant to these Terms, the date indicated as the starting date on the relevant Order Form or, in absence of any specific date, the signature date.

**Intellectual Property Rights** means : (i) copyrights (including author's rights, rights in computer software and other neighboring rights), rights in designs (including registered designs, design rights and utility models), trademarks, service marks, logos, trade or business names, brand names, domain names and URLs, rights in trade secrets, know-how and confidential and undisclosed information (such as inventions, whether patentable or not), rights in patents, database rights, semi-conductor topography rights; (ii) all registrations or applications to register, renew and/or extend any of the items referred to in (i) above; and (iii) any other rights or forms of protection of a similar nature, however designated, whether enforceable, registrable, registered or not, in any country.

**Order Form** means the document describing the commercial conditions applicable to the Criteo Services selected by the Partner.

**Partner** means the entity or person signing the Agreement other than Criteo.

**Partner Content** means images, graphics, text, data, video, links, or other creative elements that can be supplied by Partner (or any person on its behalf) to Criteo which may be included in, or used to deliver, any Ad, together with any content or materials on any interactive site linked to any Ad.

**Party(ies)** means Criteo and Partner.

**Service Data** means data that Criteo collects using the Criteo Technology on the Partner's Digital Properties, the Criteo Network and the Criteo Platform or obtains through any other means, related to the Criteo Services, including, if applicable, any information that can be attributed to a User activity.

**Tax** means any tax, levy, impost, duty, or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**Tax Deduction** means a deduction or withholding for or on account of Tax from any payment incurred in connection with the Services.

**User** means data subjects visiting and/or using Digital Properties.

## 2. Agency

- a. If Partner is an Agency, Agency warrants for each of its customers for which it uses the Services, that (a) it has full legal authority to bind customers to these Terms; (b) it has read and understood these Terms; and (c) it agrees on behalf of customers, to these Terms and warrants compliance with all of their provisions by the



customers it represents. Any references to Partner in these Terms will also apply to the customers, as applicable. Agency further warrants that all acts performed by Agency on behalf of its customers in connection with the use of the Services shall be in strict compliance with these Terms. Criteo may also, upon request of a customer, share with such customer information relating to that customer. If for any reason Agency has not bound a customer to these Terms, Agency will be liable for performing any obligation customer would have had under these Terms had customer been bound.

- b. Agency agrees that Criteo may grant to Agency customers the right to directly access Agency's online account dedicated to such customers, as well as the right to use such accounts and their content, including in the event of termination of the relationship between Agency and such customer. Agency shall inform Criteo without undue delay about the termination of the relationship between the Agency and its customer that may in any way affect the Agreement.
- c. If Partner is not an Agency, but delegates certain activities with respect to the Services to an Agency, Partner shall ensure compliance by such Agency of the Terms insofar as they relate to the activities delegated by Partner to the Agency.

### **3. Implementation and use of the Services**

- a. Partner will comply with the technical requirements and specifications of the Criteo Services, as specified in the Criteo Specific Terms of Service, together with any other requirements and specifications Criteo may give in writing from time to time to enable the provision of the Services by Criteo. For avoidance of doubt, Criteo shall have no liability towards Partner for any action or omission resulting from Partner's failure to properly implement Criteo's technical requirements and/or specifications.
- b. For the purposes of performing the Services, Partner authorizes Criteo: to access the Partner's Digital Properties and to use the Criteo Technology on the Digital Properties.
- c. For the purposes of performing the Services, Criteo shall use, analyze, combine, and further handle Service Data. Furthermore, Criteo may use the Service Data to improve the Criteo Technology (including through machine learning), the Criteo Services, and other Criteo products, programs and/or services, fraud prevention, for measurement and analytics, to create reports, audiences and to disclose Service Data to third parties if necessary to provide the Service and/or when required by law.
- d. For the purposes of performing the Services, Criteo may enable access to, use, integrate or interoperate with certain third-party artificial intelligence technologies, which may be made available for direct use or interaction by Partner or Partner's Users ("**Third-Party AI Technologies**"). Partner acknowledges and agrees that Third-Party AI Technologies are provided solely by the applicable third-party providers, are made available through the Services on an "as is" and "as available" basis, and that Criteo does not control and shall have no responsibility or liability for Third-Party AI Technologies, including with respect to their availability, performance, outputs or compliance with applicable laws. Partner is solely responsible for (i) any data, prompts or other inputs it or its users provide to Third-Party AI Technologies, (ii) reviewing and validating any outputs before using them, and (iii) any decisions or actions taken in reliance on such outputs. Any use of Third-Party AI Technologies in connection with the Services is subject to and governed by the applicable third-party terms and conditions.
- e. 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.

- f. Partner shall always comply with Criteo's policies regarding the Services as applicable, including, but not limited to,
- its privacy notice at: <https://www.criteo.com/privacy/>,
  - its privacy guidelines for clients and publisher partners at: <https://www.criteo.com/criteo-privacy-guidelines-for-clients-and-publisher-partners>,
  - its advertising guidelines: <https://www.criteo.com/advertising-guidelines/>,
  - its supply partner guidelines: <https://www.criteo.com/supply-partner-guidelines/>, and
  - its API terms and conditions: <https://developers.criteo.com/marketing-solutions/docs/criteo-api-terms-and-conditions>.
- g. Criteo measures, through its servers, the number of impressions and/or clicks and/or other indicators relating to the Ads and makes these available for consultation to Partner through an online interface. Partner accepts that Criteo's measurements as indicated in the invoices are final and shall prevail over any other measurements, except in case of manifest error.
- h. When using Criteo Platform, any action made or requested by Partner or any authorized person acting on its behalf are solely Partner's responsibility and Partner shall be liable for any costs incurred because of such actions.

#### **4. Security of Access Credentials**

Partner is responsible for the secured use and confidentiality of any credentials (e.g., login information, passwords, private keys, API keys) provided by Criteo. The Partner shall promptly notify Criteo in writing of any loss, theft, or unintended disclosure of these credentials.

Partner may utilize Single Sign-On (SSO) for accessing Criteo Services. Partner is responsible for ensuring the secure implementation and management of SSO within its organization. Partner must implement appropriate security measures to protect SSO credentials and access, including but not limited to strong password policies, multi-factor authentication, and regular security audits.

Criteo shall not be held liable for any unauthorized or improper use of credentials arising from any loss, disclosure, or misuse of the credentials by the Partner. Criteo will, however, make reasonable efforts to mitigate risks associated with such incidents, provided the Partner fully cooperates in these efforts.

Partner shall ensure that access to credentials or accounts is granted only to authorized users, including employees, representatives, or third parties (e.g., agencies) under the Partner's direction. Partner is solely responsible for promptly removing access rights for any user who no longer requires access.

Criteo assumes no responsibility for managing, monitoring, or removing access for Partner's users unless Criteo has explicitly agreed in writing to perform such actions on the Partner's behalf. In such cases, Criteo will act within a commercially reasonable timeframe.

Partner remains fully responsible for any activity performed on its account, whether by the Partner itself or by any third party acting on its behalf.

#### **5. Invoicing and Payment**

- a. Unless otherwise specified in the Order Form, Partner will pay all charges incurred in connection with the Services, using a payment method approved in advance by Criteo. Partner will pay within the payment term



specified in the Order Form from the invoice date. In case of prepayment, invoice will be issued after receiving the payment.

- b. All payments made between the Parties need to be made in the currency stated on the invoice or billing statement.
- c. Charges are based on the billing criteria for the applicable Services (e.g., based on clicks, impressions, conversions, etc.). Any portion of a charge not disputed in good faith must be paid in full.
- d. Criteo will not be bound by any terms on online invoicing portal used by the Partner or any entity in charge of the payment.
- e. All amounts invoiced for the Services exclude any applicable value added tax or any other Tax, unless such Tax is explicitly identified on the invoice. If the invoice explicitly includes a Tax, Partner will pay it to Criteo and Criteo will remit such Tax to the relevant taxing authority. Otherwise, Partner shall bear liability for and pay directly to the relevant taxing authority any such Tax applicable to the Services and shall indemnify Criteo if Criteo is held liable for any such Tax on the Services.
- f. All payments made by Partner will be made without any Tax Deduction unless such Tax Deduction is required under applicable law. If a Tax Deduction is required to be made by Partner under applicable law, the amount of the payment due from Partner shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- g. If Partner is required to make a Tax Deduction, Partner shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- h. Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, Partner shall deliver to Criteo evidence reasonably satisfactory to Criteo that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- i. Partner and Criteo shall co-operate in completing any procedural formalities necessary for Partner to obtain authorization to make that payment without a Tax Deduction.
- j. Criteo shall be entitled to charge interest and recovery costs on overdue amounts as specified by the relevant law or as set out in the Order Form.
- k. Any claim on an invoice can only be raised within one (1) month of receipt.

## **6. Intellectual Property**

- a. Each Party remains the sole owner of its own Intellectual Property Rights.
- b. Criteo is the sole owner or authorized licensee of all Intellectual Property Rights in and to the Criteo Technology and any specific development or program developed by Criteo for Partner's use of the Criteo Technology, whether currently existing or in the future.
- c. Subject to the terms and conditions of the Agreement, Criteo hereby grants to Partner, and Partner hereby accepts, a non-exclusive, non-transferable, and non-sublicensable license to access and to use the Criteo Platform for the duration of the Agreement solely for the purposes of obtaining the Services. No title, possession, or control of the Criteo Technology is transferred to Partner as part of the Criteo Services.



- d. Partner acknowledges Criteo's rights in the Criteo Technology and Partner shall not commit or cause any third party to commit any act challenging, contesting, or in any way impairing or attempting to impair Criteo's rights in and to the Criteo Technology. Other than specific authorization pursuant to the Agreement, Partner shall not license, sell, assign, distribute or otherwise commercially exploit or make available to any third party the Criteo Technology or Criteo Services, including Ads derived from the Criteo Services.
- e. Partner shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Criteo Technology, the Criteo Services, or any other software or documentation of Criteo, or create, or attempt to create a substitute or similar service or product through use of or access to the Criteo Platform, Criteo Services or proprietary information or materials related thereto.
- f. For the duration of the Agreement, Partner grants Criteo (including Criteo Affiliates) a worldwide, non-exclusive, royalty-free, non-transferable license to display, reproduce, represent, and further use the Partner trademarks and logos for the sole purpose of providing the Services. Partner also authorizes Criteo to extend such use to all documentation promoting the Criteo Service and for reporting purposes. Criteo shall seek prior authorization from the Partner for any press release to the public using the Partner's name, logos and/or trademarks.
- g. For the purpose of providing Criteo Services, Partner grants Criteo a worldwide, non-exclusive, royalty-free, transferable license to display, reproduce, represent, use (including to train Criteo's machine learning models), and further modify, adapt, translate and customize Partner Content.
- h. Subject to payment of all fees for the relevant Services, Criteo hereby grants Partner an exclusive, worldwide, non-transferable license to use, reproduce and display Creatives solely to (i) run and optimize campaigns through the Criteo Services and (ii) internally review, evaluate and archive such Creatives in connection with the Criteo Services. Any other use of the Creatives, including in Partner's own marketing or promotional campaigns outside the Criteo Services, is subject to Criteo's express prior written approval. Partner acquires no rights in the Creatives other than the foregoing license, with Criteo and its licensors retaining all right, title and interest in and to the Creatives.
- i. Certain Services may use generative artificial intelligence (the "**Gen AI Services**") to process Partner Content and generate outputs. Partner acknowledges that Gen AI Services may adapt, modify or create derivative works of Partner Content solely to provide the Services. Partner represents and warrants that it has all necessary rights, licenses and permissions to provide Partner Content for such processing and grants Criteo a worldwide, non-exclusive, royalty-free, transferable license to access, use, reproduce, modify, and create derivative works of Partner Content for the purpose of providing and improving the Services. As between the Parties, and subject to any third-party rights, all outputs generated specifically for Partner through the Gen AI Services will be owned by Partner and deemed Partner Content under this Agreement. Due to the nature of the Gen AI Services, generated outputs may not be unique, may not be eligible for intellectual property protection, and similar outputs may be generated for other partners. Where available, Partner is responsible for reviewing and validating generated content prior to use. Criteo does not warrant that generated content will be accurate, non-infringing, or fit for a particular purpose.
- j. Other than as set out expressly in the Agreement, neither Party will acquire any right, title, possession, control, or interest in any Intellectual Property Rights belonging to the other Party or to the other Party's licensors.



## 7. Warranties and Indemnities

- a. Except as set out in this clause, Criteo gives no warranty or condition, express or implied, with respect to any matter, in particular but without limitation, any warranty or condition of non-infringement, quality, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing, course of performance or usage of trade of the Criteo Technology, the Criteo Network or any Service provided under the Agreement. Criteo does not guarantee that the Criteo Service will operate uninterrupted or error-free. Furthermore, the Criteo Service may be inaccessible, unavailable, or inoperable from time to time. Criteo makes no representation or warranty about the result Partner will obtain through the Criteo Services, including the level of Ads served, clicks on any Ad, or Criteo fees or the timing of delivery of any impressions and/or clicks under these Terms. Partner agrees that it, and not Criteo, will be liable for any claims, obligations, demands or other losses asserted by any third party to which Partner provides services integrating Criteo offerings (if applicable and authorized by Criteo).
- b. Parties mutually represent and warrant that they have the right, power, and authority to enter into the Agreement and perform their obligations as set forth herein and that they will perform their obligations under the Agreement using sound, professional practices and in a competent and professional manner, using knowledgeable, trained, and qualified personnel.
- c. Criteo shall incur and bear the costs of any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the use by the Partner of the Criteo Technology in accordance with the Agreement infringes any copyright, trade secret, patent, or other proprietary right of any unrelated party, including, but not limited to any damages that may have to be paid out to third parties in the event of a final determination that Partner or a related party has infringed a third party's intellectual property rights, or a final settlement of such controversy with or without acknowledgement of such infringement.
- d. If the Criteo Technology is held or is believed by Criteo to be infringing the rights of any unrelated party, Criteo shall have the option, at its expense, to (a) modify such Criteo Technology to make it non-infringing, or (b) obtain for Partner a license to continue using such Criteo Technology. If it is not commercially reasonable to perform either of the foregoing options, rights of termination may apply. Criteo's obligations under this clause will be Criteo's sole liability and Partner's sole remedy for any claims that the Criteo Technology infringes or misappropriates any intellectual property right.
- e. Partner warrants and represents to Criteo that: (i) it has the right to provide the Partner Content to Criteo, without infringing any rights of any third party including, without limitation, Intellectual Property Rights; (ii) the Partner Content and/or Partner's Digital Properties comply at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice as well as Criteo policies listed above; (iii) the Partner Content and/or Partner's Digital Properties do not contain any material that is obscene, defamatory or contrary to any applicable law or regulation and does not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (iv) it shall not provide any personal data, confidential information, or any other data, nor disclose or share any information in violation of third-party contracts, unless it has the right to do so in accordance with all applicable laws and regulations; (v) it has the right to provide or give access to Service Data without infringing any rights of any third party or individual according to all applicable laws; (vi) it shall more generally comply with all relevant laws and regulations and any guidelines or policies made available by Criteo; and (vii) if applicable, immediately upon termination of the Agreement, Partner shall remove any software code and tags or similar technologies provided by or used by Criteo for Partner's Digital Properties. Partner shall pass through all previous mentioned warranties to any third party that directly benefits from the Criteo Service through the Partner.



- f. Partner agrees to defend and indemnify and hold harmless Criteo, its affiliates and their respective present and former officers, directors, members, employees, and agents, against all claims, suits, actions, demands, regulatory inquiries, enforcement actions, damages, liabilities, losses, fines, settlements, 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:
- (i) breach or alleged breach of this Agreement, including any representations or warranties made by Partner in these Terms, compliance obligation, incorporated policy or any events or series of connected events that, if true, would be a breach of the Agreement;
  - (ii) act or omission of Partner or anyone receiving Criteo Services through Partner;
  - (iii) actual or alleged infringement of any applicable laws, including any failure to provide any notice, obtain, maintain, document, transmit or honor any consent, opt-in, opt-out, withdrawal, or other authorization required by applicable laws in connection with Service Data originating from Partner, Partner's Digital Properties or the use, deployment or operation of the Criteo Technology by Partner; or
  - (iv) Service Data, Partner Content, Partner's Ads or other data and materials provided or made available by or on behalf of Partner, including where such data or materials are alleged to contain sensitive personal data (including but not limited to health information), regulated information, unlawful content or materials prohibited or restricted by this Agreement or Criteo policies;
  - (v) claim relating to Partner's Ads and/or Partner's Digital Properties, including any claim about disclosures, consents or other authorizations that were missing, inaccurate, misleading, inadequate or not lawfully obtained.
- g. Without limiting Partner's obligations to comply with all applicable laws, Partner further represents and warrants with respect to each Digital Property (excluding those that are a part of the Criteo Network) that (i) it shall maintain a privacy policy and cookie notice on such Digital Property that accurately discloses use of the Criteo Technology, the categories of data collected, the purposes of such collection and processing, and consumers' rights under applicable laws, (ii) it shall implement and maintain a consent management platform or equivalent mechanism sufficient to obtain and record all consumer consents necessary for the lawful deployment and operation of the Criteo Technology and (iii) it shall not permit the Criteo Technology to collect data from any consumer who opts-out, withdraws consent, fails to provide any necessary consent or exercises another privacy preference that would be inconsistent with the operation of the Criteo Technology.
- h. Any claim by either Party under this clause requires that (a) the indemnified Party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying Party shall have sole control and authority to defend, settle, or compromise such claim, but shall not make any settlement without the indemnified Party's written consent (not to be unreasonably delayed, conditioned or withheld) provided that the indemnified Party may, at its own cost and expense and with counsel of its choice, assist in the defense of such claim if it so chooses.

## **8. Limitation of Liability**

- a. To the maximum extent permitted by applicable law and except where otherwise provided in this Agreement, each Party's liability arising out of or related to performance of this Agreement for any given event or series of connected events, for whatever cause, whether in contract or in tort, or otherwise, will be limited to the direct damages incurred by the other Party as a result of such event or series of connected events, and shall not exceed the total amount invoiced by Criteo for the Services 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.



- b. To the maximum extent permitted by applicable law, neither Party shall be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages suffered by the other Party in connection with the Agreement or the performance or receipt of the Services, even if said Party has been advised of the possibility of such damages.
- c. Neither Party shall have any liability for any failure or delay resulting from an event beyond the control of the Parties, which could not have been reasonably foreseeable at the time of the conclusion of the Agreement and which effects cannot be avoided by appropriate measures and prevents performance of the obligations by one of the Parties (“**Force Majeure**”). The Party affected by the case of Force Majeure undertakes however to take appropriate measures (a) to avoid, eliminate or reduce the effects of the delay and fulfil all its obligations and (b) to resume its obligations as soon as the case of Force Majeure has disappeared.
- d. In no event will Criteo have any liability under this Agreement for any claims arising from (a) Partner Content or any other third-party content; (b) any use of the Criteo Technology by Partner in combination with other products, equipment, software, or data, such as, for example, third party viewability, verification or audience providers, if such infringement would have been avoided but for such combination; (c) any modification of the Criteo Technology by Partner; or (d) the negligence or willful misconduct of Partner.
- e. Partner acknowledges and accepts that the price paid by Partner for the Services takes into account the risks involved in this transaction and represents a fair allocation of risk.
- f. 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.
- g. Partner acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions which may affect the charges under the Agreement for invalid traffic. Criteo shall have no obligation (including about payment) or liability to Partner in connection with any third-party inappropriate action (e.g., click) that may occur. Criteo will implement state of the art measures to mitigate that risk and will work in good faith with Partner to investigate and resolve any disputes around any possible invalid traffic.

## **9. Privacy**

- a. The Parties acknowledge that processing of personal data in connection with the Services is subject to applicable privacy and data protection laws and, except for each Party’s handling of business contact data, shall be governed by the Data Protection Agreement, which is incorporated into and forms part of this Agreement. The current Data Protection Agreement and any updates thereto are available at the location identified in “Definitions” section.
- b. Any personal data provided by Partner in relation to its 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 individuals’ right of access, modification, and erasure of personal data.

## **10. Duration and Termination**

- a. The Agreement shall commence upon the Effective Date and shall remain in force unless terminated by the Parties.
- b. Without prejudice to any other rights and remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party: (a) if the other commits a material breach (such as any



privacy or brand safety breach by Partner) of any of its obligations under the Agreement and in the case of a remediable breach, fails to remedy it within seven (7) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; (b) on the occurrence of a Force Majeure event that has continued for a minimum period of two (2) months; or (c) to the extent permitted by applicable law, in the event that the other Party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law.

- c. Expiration or termination (for any reason) of the Agreement will be without prejudice to any other rights or remedies of the Parties hereunder or at law and will not affect accrued rights or liabilities of the Parties as of the date of termination, nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.
- d. Upon termination, all amounts owed by Partner, including any amounts accruing or becoming due during the notice period, shall immediately become due and payable.
- e. Partner agrees that if Criteo, acting reasonably, believes that Partner does not comply with any obligations of sections Implementation and use of the Services and Payment, Criteo may immediately suspend the provision of its Services to Partner (either with or without providing notice of this), until Criteo is reasonably satisfied with Partner compliance.

#### **11. Confidentiality**

- a. Each Party ("**Recipient**") undertakes that it will not at any time disclose to any legal or physical person not explicitly mentioned in the Agreement, except as set out below or as may be required by law or any legal or regulatory authority, the terms and conditions of an Order Form 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 ("**Disclosing Party**").
- b. If such disclosure is required by law or any legal or regulatory authority, the Recipient shall give the other Party, to the extent legally permitted, written notice of such disclosure request 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. Such disclosure shall be limited to the extent required by such legal requirement or regulatory authority. To the extent the Parties have entered into a separate non-disclosure agreement, it is expressly incorporated herein by reference.
- c. Notwithstanding the foregoing, each Party may disclose Confidential Information to its affiliates, representatives, agents, advisors, contractors, resellers or any other individual who have a "need to know" to perform that Party's obligations under the Agreement and who: (i) have been advised of the confidential nature thereof and (ii) agree to be bound by the terms in this clause.
- d. Confidential Information shall not include information for which the Recipient can document that:
  - i. It was lawfully in the possession of Recipient prior to disclosure by Disclosing Party, and it was not obtained from a third party known by Recipient to be under an obligation of confidence to Disclosing Party;
  - ii. It was or became publicly available at the time of disclosure through no breach by Recipient of its confidentiality obligations herein;
  - iii. It was disclosed to Recipient by a third party under no obligation of confidence in relation to it, or;
  - iv. It was independently developed by Recipient without use of Disclosing Party's Confidential Information.



- e. Recipient acknowledges and agrees that the Confidential Information disclosed hereunder is of a unique and valuable character, and that financial compensation may not be a sufficient remedy for the unauthorized dissemination of the Confidential Information of Disclosing Party. Therefore, Disclosing Party shall be entitled to injunctive relief to prevent the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder or at law.
- f. Either Party shall promptly notify the other Party of any loss or of any unauthorized access to, use or disclosure of the other Party's Confidential Information, or attempt thereof, of which it becomes aware. Each Party will use its reasonable endeavors to assist the other Party in remedying any unauthorized use or disclosure of its Confidential Information

#### **12. Assignment**

- a. Neither Party may assign its rights or delegate its obligations under the Agreement, and any attempt at such assignment will be void, unless with the prior written consent of the other Party, whose consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party may assign the Agreement or any of its rights or obligations under the Agreement, upon mere notification to the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.
- b. Either Party may assign its rights and obligations under the Terms to any company of the same group.
- c. Notwithstanding the foregoing, Criteo may assign the Agreement, in whole or in part, to a designated reseller in the event Criteo transfers its direct client relationships for a specific jurisdiction to such reseller.
- d. In any event, Partner shall not assign the Agreement to a competitor of Criteo, or its successors or assigns.

#### **13. Compliance**

- a. 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.
- b. 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.
- c. Criteo ensures compliance with its own Code of Conduct available online.

#### **14. Insurance**

During the term of the Agreement, each Party shall maintain in force an insurance policy or policies providing an adequate level of coverage with respect to industry standards with a reputable insurance company or companies with respect to any liabilities which may be incurred by the Parties arising out of the Agreement.

#### **15. Miscellaneous**

- a. Criteo may update these Terms and any applicable rates or fees for the Criteo Services at any time. Criteo will provide Partner with advance notice of any changes to the Terms that are materially adverse to Partner, by email, in-product message, posting on Criteo's website, or any other method that Criteo reasonably



deems practicable, and will indicate the effective date of such changes. The most current version of the Terms is available at the following link: <https://www.criteo.com/terms-and-conditions/>. Criteo may, in its sole discretion, provide notice of non-material changes to the Terms. Partner's continued use of, or payment for, the Criteo Services on or after the effective date of the updated Terms constitutes Partner's acceptance of those updated Terms. If Partner does not agree to the updated Terms, Partner must cease using the Criteo Services as from the effective date of the updated Terms.

- b. 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 above mentioned "Criteo contracting entities, governing law and jurisdiction" document.
- c. The Parties acknowledge and accept that electronic format (including, insofar as Order Form changes are concerned, the online interface of Criteo Platform and email) shall be deemed an acceptable means of communication for the execution, sending or modification of the Agreement, including any component thereof. All notices may be sent via email and will be addressed to the contact person set forth in the most recent Order Form executed between the Parties or any other person expressly designated in writing by the Partner.
- d. The Partner's placing of an Order Form implies full acceptance by the Partner of the Terms, including any applicable Criteo Specific Terms of Service. If there is any contradiction between the Terms, the Criteo Specific Terms of Service and an Order Form, the Order Form shall take precedence before the Criteo Specific Terms of Service and these before the Terms in relation to the Criteo Service. Notwithstanding the foregoing, the Data Protection Agreement shall always take precedence.
- e. Unless otherwise agreed, each Order Form, when executed, shall form a separate Agreement, governed by these Terms and any applicable Criteo Specific Terms of Service.
- f. The Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into the Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. Any set of legal terms or other documentation herein mentioned (URL) and available online are incorporated by reference into the Agreement. The Agreement prevails over the Partner's general terms and conditions of purchase, and any and all terms incorporated in any Partner-generated Order Form or by any vendor purchase or payment management tool, (e.g., vendor portal, which shall have no legal effect).
- g. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Agreement, which shall remain in full force and effect.
- h. The Terms may be available in various language versions. However, in the event of any dispute between different language versions, the English language version shall prevail.
- i. 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 Agreement. Each Party's remedies set forth in the Agreement 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 Agreement.



- j. Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.

**Last updated: May 2026**