CRITEO SPECIFIC TERMS OF SERVICE

Commerce Grid Service for Google Open Bidding

These Criteo Specific Terms of Service apply to the connection of Partner's web or app inventory to Criteo through Google Open Bidding (Google Ad Manager or AdMob) using Google's click-to-accept workflow (the "**CTA Workflow**"). By accepting these Specific Terms through the CTA Workflow, Partner also agrees to be bound by the Criteo Umbrella Terms of Service available at https://www.criteo.com/terms-and-conditions/ (the "**Umbrella Terms**"). These Specific Terms and the Umbrella Terms together form the Agreement between Criteo and Partner. These Specific Terms supplement the Umbrella Terms, apply only to that connection and do not give access to other Criteo or Commerce Grid services. For the purposes of the Umbrella Terms, the Criteo Services are the services described in these Specific Terms, and no Order Form is required. Capitalized terms used but not defined in these Criteo Specific Terms of Service have the meaning given to them in the Criteo Umbrella Terms.

1. Services Description

Through Google Open Bidding, Criteo receives from Google 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**"). Bids are submitted into the auction operated by Google, which selects the winning bid in accordance with Partner's configuration in Google Ad Manager or AdMob, including any floor price Partner has set there.

The Service will be operated by Criteo through its proprietary online trading platform, which forms part of the Criteo Platform (the "**Commerce Grid Platform**").

2. Payment

Google pays Partner for the applicable Google Open Bidding traffic under Partner's agreement with Google ("**Default Billing**"). Criteo does not assume responsibility for paying that media revenue to Partner.

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

Criteo may request (and Google will repay to Criteo under Criteo's agreement with Google) 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**"). Partner acknowledges that Google may in turn adjust or recoup the corresponding amount from Partner under Partner's agreement with Google, and that Criteo has no payment obligation to Partner in that respect.

Criteo shall also be entitled to recoup from Google, under Criteo's agreement with Google, any fee imposed by Media Buyers for inventory quality standards scanning purposes. Partner acknowledges that Google may pass such fee on to Partner under Partner's agreement with Google.

3. Information and authorization

Partner authorizes Criteo to receive and validate information submitted through the CTA Workflow, including:

- Google publisher ID.
- Criteo or Commerce Grid account information, where applicable.
- Inventory type, including web or app.
- Payment model.
- Website, app, package, inventory, and related technical identifiers.
- Contact and operational information required for onboarding or support.

4. Validation, status and security

Criteo may perform automated or manual checks and may approve, place on hold, reject, suspend, or revoke a connection based on validation results, technical requirements, applicable law, fraud or quality concerns, or Criteo's compliance standards.

Approval confirms only that Criteo has completed its applicable onboarding validation. It does not guarantee Google approval, activation, continuation, impressions, revenue, or any minimum level of demand.

Criteo may process information submitted through the CTA Workflow, related onboarding records and technical activity to operate, validate, secure, audit, support, and improve the Service; prevent fraud and abuse; communicate with Partner; and meet legal or contractual obligations.

Partner must not bypass authentication, token, origin, or other security controls.

5. Partner responsibilities

Partner must maintain an eligible Google Ad Manager or AdMob account and comply with Google's policies applicable to Google Open Bidding. Partner's use of Google Ad Manager, AdMob, and other Google services remains subject to Partner's separate agreements with Google. Google's requirements, policies, payment obligations, and enforcement decisions apply independently.

6. Additional terms

6.1. Term and Termination:

This Agreement takes effect on the date on which Partner accepts these Specific Terms through the CTA Workflow and remains in force for as long as Partner's inventory is connected to Criteo through Google Open Bidding. It terminates automatically when that connection ends or is revoked, including where Partner's Google Ad Manager or AdMob account is closed or ceases to be eligible. In addition, either party may terminate this Agreement at any time without cause by giving the other Party at least one (1) month's prior written notice.

6.2. Liability cap: Notwithstanding Section 8(a) of the Umbrella Terms, each Party's aggregate liability under or in connection with the Agreement shall not exceed the net amount payable to Partner by Google in respect of Media purchased through Criteo in any rolling six (6) calendar month-period ending on the date on which such liability arises.

6.3. Media Buyers: Criteo will share information collected through the bid request 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/.

6.4. Contracting entities, governing law and jurisdiction: The Criteo contracting entity is the Commerce Grid contracting entity for the country in which Partner is paid for the Media, as set forth in the "Criteo contracting entities, governing law and jurisdiction" document available at https://www.criteo.com/terms-and-conditions/. The applicable law and the exclusive jurisdiction with respect to any dispute or matter arising out of or connected with the Agreement are those set forth in that document for such contracting entity.

Last updated: November 2026