

## Quantcast Advertiser Pass Through Terms

Quantcast may update this document from time to time at its own discretion in order keep pace with changes in industry best practices and applicable laws and regulations and to ensure users' rights are honored appropriately.

Depending on the services provided by Quantcast the following terms and conditions will apply to all advertisers and other clients ("Advertisers") of the advertising agency presenting these terms ("Agency"):

### a. UNIVERSAL TERMS

As to all Quantcast services, Advertisers, campaigns and ads are required to:

- Comply with all Applicable Laws, Quantcast's then-current Campaign and Data Policy ("**Campaign Policy**"), found at <https://www.quantcast.com/legal/campaign-policy/>, and Quantcast's then-current Privacy Requirements, found at <https://www.quantcast.com/terms/privacy-requirements/>.
  - "**Applicable Laws**" means (1) any applicable laws, statutes, rules, regulations, as may be amended, extended or re-enacted from time to time, including laws that relate to personal data, such as (a) the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and any EU member state or UK laws implementing GDPR; (b) the e-Privacy Directive (Directive 2002/58/EC) ("**ePD**"), as amended and as transposed into EU member state or UK law, or any legislation replacing the e-Privacy Directive; and (c) the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 - 1798.199) and its implementing regulations ("**CCPA**"); and (2) any applicable self-regulatory principles, such as the European Digital Advertising Alliance (EDAA) in Europe, or the Digital Advertising Alliance ("**DAA**") Self-Regulatory Principles and the Network Advertising Initiative ("**NAI**") Code of Conduct in the US.
- Prominently display a user-friendly, easily accessible, clear, and comprehensive privacy policy on Advertiser website(s) and mobile application(s) that complies with Applicable Laws. Where applicable, the privacy policy must provide (i) notice that its website, application, or service permits data collection for interest-based advertising, (ii) a description of the data collected and the means of collection, and (iii) a link to an industry-standard opt-out mechanism for the applicable jurisdiction(s), such as the EDAA, NAI or DAA opt out page.
- Hold in strict confidence, and not use, publish, disclose or utilize Quantcast Confidential Information in any manner except for the purpose of running campaigns via the Quantcast services and/or platform. "**Quantcast Confidential Information**" means any proprietary and non-public information of Quantcast that is disclosed to or accessed by Advertisers, which is designated as confidential at the time of disclosure or which is or should be reasonably understood to be confidential or proprietary.
- Only run campaigns and ads and only provide and use data for which it has all necessary and sufficient rights, including rights in the ad creative and third-party campaign measurement.

Advertisers must not:

- Onboard, share or enable Quantcast to collect any Personally Identifiable Information or any special or sensitive categories of personal data (as defined in GDPR and other Applicable Laws) or personal data relating to criminal offenses or criminal convictions, including by placing Quantcast tags or pixels (collectively “**Tags**”) on any website, ad or any other digital property or service (“**Reachpoint**”) where the content reveals special categories of personal data.
  - “**Personally Identifiable Information**” means any information that can be used to contact or directly identify a particular individual, including name, address, telephone number, email address, financial account number or government-issued identifier. Personally Identifiable Information does not include anonymous information or pseudonymous identifiers such as IP addresses and cookie identifiers.
- Onboard, share or enable Quantcast to collect data of children, including by placing Tags on any Reachpoint directed at children below the age of 16 or other age specified by Applicable Laws under which the processing of personal information is prohibited or requires parental consent.
- Attempt to circumvent any Quantcast security measure, share any Quantcast login credentials, grant direct or indirect access to the Quantcast platform and other services (collectively, “**Services**”) to any third party, reproduce, distribute, modify, prepare derivative works of, translate, reverse engineer, reverse compile, or disassemble any Tag, Service or technology, or introduce viruses or other malware to end users or the Services.
- Use or authorize any third party to use the Services or any information generated by the Services to create user profiles or to retarget any user outside the Services.

#### **Additional European Requirements**

To the extent that GDPR applies, including when a Tag is placed on Reachpoints (“**Tagged Reachpoints**”) that are accessible to individuals in the European Economic Area, Switzerland, or the United Kingdom, Advertisers must comply with the following additional terms:

1. To the extent that GDPR applies, including when Tagged Reachpoints are accessed by individuals in the European Economic Area, Switzerland, or the United Kingdom, the Advertiser must: (a) provide users with information about (i) Quantcast’s use of cookies and/or other storing and/or accessing of information stored on users’ devices and (ii) Quantcast’s processing of users’ personal data for personalized advertising purposes, including by posting a link to Quantcast’s privacy policy ([www.quantcast.com/privacy](http://www.quantcast.com/privacy)); (b) obtain any required consents for (i) Quantcast’s use of cookies and/or other storing and/or accessing of information stored on users’ devices and (ii) Quantcast’s processing of users’ personal data for personalized advertising purposes; and (c) inform Quantcast in accordance with the IAB Europe Transparency and Consent Framework or other technical standard agreed to by the parties that the conditions of (a) and (b) are met, or prevent Tags from executing unless the conditions of (a) and (b) are met. To the extent that an Advertiser has properly implemented Quantcast Choice or another consent management platform configured to provide transparency about and obtain consent for Quantcast in

accordance with the IAB Europe Transparency and Consent Framework, the conditions of (a), (b), and (c) above shall be deemed to be met.

2. To the extent that GDPR applies, including when Tagged Reachpoints are accessed by users in the European Economic Area, Switzerland, or the United Kingdom, and given Quantcast's role in determining purposes and means of processing, Quantcast will be considered a joint controller over the collection of personal data through the Tag and transmission of such personal data to Quantcast or other onboarding of data to Quantcast. The Advertiser agrees that, for any other processing of personal data in connection with the Services, there is no joint determination of the purposes and means, and Quantcast and the Advertiser remain separate and independent controllers. The Advertiser's responsibilities for compliance with the obligations under GDPR in connection with the processing of personal data of users in the European Economic Area, Switzerland, or the United Kingdom that is collected by Quantcast from Tagged Reachpoints are as follows:
  - a. In addition to the universal obligations set forth above, the Advertiser will ensure that it has a legal basis for the collection and processing of personal data. The Advertiser will make available information about its data processing and other information required by GDPR in its privacy policy.
  - b. The Advertiser will be responsible to ensure users are provided required notice and access to choices with respect to Quantcast's collection and processing of personal data from Advertiser's Reachpoints.
  - c. If any user contacts Advertiser to exercise data subject rights under GDPR with respect to the processing of personal data collected by Quantcast from Tagged Reachpoints, or if the Advertiser is contacted by a supervisory authority with regard to such processing, the Advertiser will, promptly and no later than seven (7) days following receipt of the request, forward all relevant information regarding such requests to Quantcast at [privacy.gil@quantcast.com](mailto:privacy.gil@quantcast.com). Quantcast will respond to such requests as required by GDPR. For the avoidance of doubt, the Advertiser is not authorized to answer on Quantcast's behalf.
  - d. If any user contacts Quantcast to exercise data subject rights under GDPR with respect to the processing of personal data collected by Quantcast from Tagged Reachpoints, Quantcast will respond as required by the GDPR. Quantcast will not respond to such requests on behalf of the Advertiser.

**b. MANAGED SERVICE SOLUTION:**

In addition to the Universal Terms above, for campaigns where Quantcast is providing a Managed Services solution, Advertisers, ads and campaigns must also comply with the terms and conditions found at: <https://www.quantcast.com/legal/insertion-order-terms/>.

**c. QUANTCAST PLATFORM:**

In addition to the Universal Terms above, for campaigns using the Quantcast platform under the Agreement on a self-serve basis, Advertisers, ads and campaigns must also comply with the following terms and conditions.

**c(1). Definitions**

For the purposes of the Quantcast platform Services, terms already defined in the Universal Terms above shall be supplemented with the following definitions or recalled by reference.

**“Aggregated Data”** means Campaign Reporting Data that is combined with comparable data from numerous campaigns of other Quantcast customers and precludes identification of Agency or any other Quantcast customer.

**“Agreement”** means the agreement between Agency and Quantcast for the supply of the Services.

**“Audience”** means a collection of (internet) users with shared attributes and characteristics (e.g., demographics) that can be planned, measured, and targeted in a Campaign.

**“Campaign”** means an advertising campaign run using the Platform under the Agreement.

**“Campaign Reporting Data”** means any parameters, goals, or performance results related to Campaigns.

**“Agency”** means the advertising agency entering into the agreement with Quantcast to the supply of the Services.

**“Customer Data”** means the creative and other Agency-delivered content comprising Campaign advertisements, the Campaign Reporting Data (excluding Aggregated Data), and, to the extent collected or developed by Agency or Advertisers independently of the Services, any Log Data, Digital Identifiers, Segments, or other materials supplied, or selections made, by Agency via the Platform.

**“Digital Identifier”** means an identifier that may be associated with a user, such as a cookie id, digital advertising identifier or other identifier. **“Log Data”** means the information received from browsers that encounter a Tag embedded in a web page or mobile application.

**“Platform”** means the interface provided by Quantcast through which Agency can specify, order and receive advertising and other Services.

**“Platform Data”** means, except for Customer Data, the data or information presented on or used by the Platform, Services, or Quantcast front- or back-end systems including Digital Identifiers, Segments, Log Data, and any inferences, conclusions, or recommendations Quantcast provides.

**“Reachpoint”** means mobile or other applications, web pages and content, media files, advertisements, paid search campaigns and any other digital technology on which Agency is able to place (or have an authorized third party place) a Tag.

**“Segment”** means a set of Digital Identifiers.

**“Tag”** means an SDK, html, javascript, code, file or other mechanism provided by Quantcast that allows Quantcast to access Digital Identifiers, embeddable on web pages, media files, mobile applications, and other Reachpoints, together with any labels and any fixes, updates, and upgrades.

**“Technology”** means, separately and collectively, Tag(s), the Platform, Platform Data, real-time bidding, predictive modelling, and other technologies made available to Agency by Quantcast through the Services under the Agreement.

**“Service” or “Services”** means data, products, features, tools, and/or services (including, without limitation, advertising services and advertising inventory) then offered by Quantcast under the Agreement via or in connection with the Platform, and includes the Technology and tools used or developed in connection therewith. Services may include, without limitation, data, products, features, tools, and/or services provided or fulfilled by third party vendors that are selected by Agency via the Platform’s user interface.

## **c(2). General terms**

**Services** Advertiser acknowledges that the Platform provides Agency the ability, on a self-serve basis, to build Audiences and run Campaigns against them by purchasing advertising inventory and other Services offered by Quantcast and that Quantcast has granted Agency a revocable, limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Platform and Technology to purchase such Services and to use any data and reporting coming from the Platform solely for its own (or Advertisers’) advertising purposes. To the extent that Agency requests Quantcast’s assistance in using any Services, whether such requests are verbal or in writing, Agency consents to the actions that Quantcast performs on its behalf. Agency retains sole responsibility for its own use and for such assisted use of the Services. Except as set forth above, Quantcast has not granted Agency any other rights, express or implied, and Quantcast has reserved all rights not expressly granted.

**Authority** Advertiser acknowledges that Agency has represented to Quantcast and agreed that, and Advertiser agrees that: (i) Agency has the authority to act on Advertiser’s behalf, and that Agency will bind the Advertiser with respect to all applicable obligations set forth in the Agreement; (ii) each representation, warranty, or obligation of Agency will be deemed to include an obligation on the part of the Advertiser; (iii) by requesting the performance of the Services through the Agency, the Advertiser accepts and agrees to comply with the Pass-through Terms and that the Pass-through Terms will apply to the relationship between the Advertiser and the Agency supplementing any agreement in place and prevailing on any other differing provision.

### **Account/Campaign Suspension or Termination**

Advertiser acknowledges that Agency has agreed with Quantcast that, without limiting any of Quantcast’s other remedies, Quantcast may, in its sole discretion, immediately suspend or terminate a Campaign and/or platform account(s) if Quantcast reasonably suspects that such Campaign and/or account(s) is in breach or violation of any of the obligations, representations, or warranties set forth in the Agreement (including, without limitation, any failure to comply with the Campaign Policy).

**Ownership & License of Customer Data and Campaign Reporting Data** Advertiser acknowledges that Agency has agreed that, and Advertiser agrees that, (i) as between Quantcast and Agency, the Customer Data, and all intellectual property rights therein, are and will remain the exclusive property of Agency (or the applicable Advertiser); (ii) Agency has granted Quantcast a revocable, limited, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, distribute, display, and store Customer Data solely in connection with Quantcast’s provision of the Service to Agency; and (iii) Agency has also granted Quantcast a limited, worldwide, non-exclusive, royalty-free, irrevocable, and perpetual license to use,

reproduce, modify, distribute, display, and store the Campaign Reporting Data to produce, and as contained in, the Aggregated Data.

**Ownership of Platform and Services** Advertiser acknowledges that Agency has agreed that, and Advertiser agrees that, (i) as between Quantcast and Agency, Quantcast owns all right, title and interest in the Platform, Services, Aggregated Data, and Technology, including all future developments, enhancements, derivative works, and related intellectual property rights embodied in, or otherwise applicable thereto, whether such rights are registered or unregistered, and wherever in the world those rights may exist; and (ii) except as set forth in the Agreement, Quantcast has not granted Agency any rights, express or implied, and Quantcast has reserved all rights not expressly granted thereunder.

### **Indemnification**

Advertiser acknowledges that Quantcast and Agency have agreed to indemnify one another from breach of each of their representations, warranties, or covenants. .

### **Termination**

Advertiser acknowledges that Quantcast and Agency have agreed that either party may terminate the Agreement (a) for any reason or no reason on thirty (30) days' written notice or (b) for material breach, if the other party has failed to cure such breach within ten (10) business days of receiving written notice

**Limitation Of Liability** EXCLUSION OF CERTAIN DAMAGES. ADVERTISER ACKNOWLEDGES THAT (A) AGENCY HAS AGREED WITH QUANTCAST THAT EXCEPT FOR CERTAIN CLAIMS, QUANTCAST WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF DELAYS, LOSS OF DATA, LOSS OF USE OR LOSS OF PROFIT) ARISING OUT OF OR RELATED TO THE AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING CONTRACT OR NEGLIGENCE), EVEN IF QUANTCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY. ADVERTISER ACKNOWLEDGES THAT AGENCY HAS AGREED WITH QUANTCAST THAT EXCEPT FOR CERTAIN OBLIGATIONS TO AGENCY, IN NO EVENT WILL QUANTCAST'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT (INCLUDING FOR ALL ISSUES RELATED TO ALL ADVERTISERS) EXCEED THE GREATER OF (A) ONE HUNDRED THOUSAND EUROS (€100,000) OR (B) THE ACTUAL AMOUNT PAID AND/OR PAYABLE TO QUANTCAST FOR THE PROVISION OF SERVICES AND TECHNOLOGY TO AGENCY IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE.