Standard Terms for BidCore Customers
Last Updated Date: October 27, 2022

1. Definitions

"Advertising" means digital material together with related code that you make available to the BidCore Platform including but not limited to all content, trademarks, branding features and 'look and feel'.

"Advertising Campaign" means a plan to deliver Advertising to a target audience.

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

"Applicable Data Protection Law(s)" shall mean the EU General Data Protection Regulation (Regulation 2016/679) (the "GDPR"), the GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR") and the California Consumer Privacy Act of 2018 California Civil Code § 1798.100 et seq. ("California Consumer Privacy Act" or "CCPA"), together with any other laws applicable to the processing of Personal Data.

"Bid" means a response (containing Bid Data) to a Bid Request.

"Bid Data" means the data and related information including the price that will be provided to a Supply Partner 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 Supply Partner Data) made by a Supply Partner 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.

"BidCore Agreement" or "Agreement" means the Term Sheet and these Standard Terms that together form a fully executed agreement between you and IPONWEB.

"BidCore Fees" means the fees for the BidCore Services set out in Term Sheet together with any additional fees for BidCore Services that the Customer may select from time to time via the BidCore UI.

"BidCore Platform" means IPONWEB's proprietary online programmatic trading platform that enables users to use the BidCore Services using the BidCore User Interface, further details of which can be accessed through the BidCore User Interface.

"BidCore Services" means the service or services that the Customer may selects from time to time via the BidCore UI.

"BidCore User Interface" or **"BidCore UI"** means the online tool (where available) that allows the Customer to access the BidCore Service.

"BIDSWITCH" means BIDSWITCH GmbH.

"BIDSWITCH Platform" means BIDSWITCH's proprietary online trading platform through which Supply Partners 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 or on behalf of Supply Partners.

"Customer" is defined in the Term Sheet.

"Data Processing Addendum" means the document located [here](#) that governs the processing of Personal Data by IPONWEB in connection with the BidCore Service.

"Demand Partner" means a third party that wishes to buy Media through the BIDSWITCH 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.

"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 BIDSWITCH Platform.

"Media Cost" means the cost of Media acquired through the operation of the BidCore Platform as set out in section 3.

"Media Mode" means the service whereby IPONWEB buys Media for and on behalf of the Customer as its agent and which the Customer subsequently reimburses IPONWEB the Media Cost for.

"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 Law.

"QPS" means Bid Requests sent per second to the Customer.

"QPS Sent to Customer" means a BidCore Service that provides the Customer with a desired number of Bid Requests per second, on average calculated on a monthly basis, that are filtered according to criteria selected using the BidCore UI, such as certain user groups, inventory type, and geographical region(s).

"Site" means one or more websites and/or other online locations made available to the BidCore Platform that are operated by or on behalf of a Supply Partner or upon which a Supply Partner has the right to display Advertising.

"Standard Terms" means these IPONWEB Standard Terms for BidCore Customers.

"Supply Partner" means a third party that is connected to the BIDSWITCH Platform that has Media that it wishes to sell.

"Supply Partner Data" means data provided by a Supply Partner that does not identify BIDSWITCH or a Supply Partner or a Site (or information that the holder would already have had before it was provided by BIDSWITCH) that the BIDSWITCH Platform uses for the day-to-day operation of the BIDSWITCH Platform that only includes Personal Data that is being used in accordance with all Applicable Data Protection Laws.

"Term Sheet" means a fully executed IPONWEB BidCore term sheet between IPONWEB and Customer that incorporates these Standard Terms.

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

"Won Impressions" means a BidCore Service that provides the Customer with a set number of Impressions that can be won in the month of Service.

2. Applicability

These Standard Terms relate to the sale and purchase of Media using the BidCore Services, including use of any BidCore UI and any other services made available by IPONWEB from time to time including via the UI (if any), and together with the Term Sheet and the Data Processing Addendum constitutes the entire agreement between you and IPONWEB relating to your use of the BidCore Services (unless expressly stated otherwise). Any contrary terms and conditions that you may have shall not apply to the Agreement.

3. Operation of the BidCore Platform

3.1 The BidCore Platform shall use criteria and other information provided by the Customer using the BidCore UI to place and win Bids to buy Media on behalf of the Customer and procure delivery of the Customer's Advertising relating to such winning Bids. In addition to the BidCore Fees, the Customer shall reimburse the Media Cost to IPONWEB for all Media bought in Media Mode.

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 IPONWEB 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 BidCore Service or otherwise advise BIDSWITCH 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 IPONWEB may contact any advertiser that you represent if any amounts payable under the Agreement are not received by IPONWEB by the due date.

5. Customer Obligations

5.1 You warrant, represent and confirm that:

5.1.1 all Advertising and the websites, goods and services that they promote shall comply with the BidCore Policies (available here) and the BidCore Creative Guidelines (available here), each as updated by BidCore and advised to you from time to time;

5.1.2 you will not provide any data (including data containing Personal Data) to IPONWEB 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; and

5.1.3 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 IPONWEB all information reasonably requested by IPONWEB relating to the same (and as IPONWEB may reasonably update from time to time).

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

5.3 You agree to comply with the **"IPONWEB Acceptable Use Policy"** as set out in this section 5.3. If IPONWEB believes that you are in violation of this policy with regards to your use of the BidCore Services (including the APIs referenced at https://docs.bidcore.iponweb.com/index.html and the user interfaces offered by IPONWEB), IPONWEB may ask you to moderate your access and usage accordingly. IPONWEB reserves the right to restrict and/or suspend your access to the BidCore Services and the BidCore Platform if you have not cured this violation within 5 business days of IPONWEB asking you to do so.

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

6. IPONWEB Obligations

6.1 IPONWEB shall use all reasonable endeavours to arrange for the display of your Advertising in accordance with the Agreement.

6.2 IPONWEB will measure the delivery of the Advertising using IPONWEB's reporting systems.

6.3 IPONWEB shall use all reasonable endeavours to ensure that all Supply Partners ensure that their Sites, everything displayed on their Sites and their Bid Requests shall not:

(a) violate or encourage violation of any applicable laws, regulations or advertising codes;

(b) infringe any Intellectual Property Rights of any third party;

(c) contain any material which may be harmful, abusive, threatening, or defamatory;

(d) contain any material which may be pornographic, obscene or contain sexually explicit images or activity;

(e) promote or contain links to gambling, online casinos, tobacco, alcohol or weapons; or

(f) promote or contain links to malware including but not limited to 'viruses', 'Trojans' and 'worms'.

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

7. Rejection of Advertising

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

8. Payment for Media and the BidCore Services

8.1 Where you have agreed to pre-pay for Media that you buy, you agree to pre-pay IPONWEB 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 IPONWEB 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 BidCore Services 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 IPONWEB 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 IPONWEB against any amounts that IPONWEB 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 IPONWEB by writing to your IPONWEB 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, IPONWEB will investigate and provide you with a written response. You may not withhold payment for any amounts that you do not dispute.

8.6 You will be notified when you approach within 10% of the applicable Service Fees Tier limit set out in the Term Sheet in any month and you will be given the option to pay overages for additional BidCore Services not included in the current applicable Service Fees Tier, or to switch to a higher Service Fees Tier for higher monthly BidCore Services and BidCore Fees. Alternatively, you can stop trading when a Service Fees Tier limit is reached and resume use of the BidCore Services the following month at the same Service Fees Tier. If you agree to switch to a higher Service Fees Tier, you will remain in such higher Service Fees Tier in subsequent months, unless otherwise agreed in writing between you and IPONWEB.

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.

9.2 If IPONWEB provides you with software and/or access to any User Interface in connection with the BidCore Services, IPONWEB grants you a non-exclusive, non-sublicensable licence for use of that software and/or User Interface. Such licence is for the sole purpose of allowing you to use and enjoy the benefit of the BidCore Services. You may not copy, modify, distribute, sell or lease any part of the BidCore Services, including the software or User Interface 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 or User Interface, unless laws prohibit such restrictions or you have IPONWEB's prior written permission to do this. You will not remove, obscure or alter any IPONWEB copyright notice (if any), branding or other proprietary rights notices affixed to or contained within the BidCore Services, BidCore Platform, any User Interface, software or related documentation.

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

10. Payment Deposits

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

10.2 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 IPONWEB in full in accordance with the Agreement, your Payment Deposit will be set off against your payment obligations to IPONWEB.

11. Use of Information

11.1 You hereby grant IPONWEB all rights necessary in Advertising and other materials you provide to the BidCore Platform to enable IPONWEB to fulfil its obligations under the Agreement including the right to advise IPONWEB and BIDSWITCH customers and prospective customers that you use the BidCore Services.

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

12. Liabilities and Indemnities

12.1 You agree to indemnify, defend and hold harmless, IPONWEB, BIDSWITCH, Grid Inc., their affiliates, agents and Supply Partners 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. Supply Partners that use the BIDSWITCH Platform and any direct or indirect, wholly or partly owned subsidiaries and/or holding companies of IPONWEB are third-party beneficiaries of this indemnity.

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

13. Representations, Warranties and Disclaimers

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

13.2 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 BidCore Services on Sites.

13.3 Unless expressly stated in the Agreement, IPONWEB does not make any promises about the BidCore Services, including the BidCore Platform and BidCore UI.

13.4 IPONWEB will not be liable to Customer for the content of any Site that the BidCore Services and/or the BIDSWITCH Platform may make available to Customer.

14. Compliance.

14.1 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.

14.2 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.

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

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 CUSTOMER TO IPONWEB 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 IPONWEB in writing. IPONWEB 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 IPONWEB. IPONWEB may also assign your payment obligations to IPONWEB under the Agreement to a third party by giving notice of this in writing to you.

17. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of England, 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 England, and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the resolution of any dispute which may arise in connection with the Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Publicity

Except as provided in section 9.3 and section 11, 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.

25. 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.

26. Confidentiality

26.1 For the purposes of this Agreement, "Customer'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 Customer which is not generally publicly available.

26.2 IPONWEB 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 Customer: (a) communicate, or otherwise make available, the Customer's Confidential Information to any third party; or (b) use Customer's Confidential Information for any commercial, industrial or other purpose whatsoever other than the provision of the BidCore Services or the BidCore UI; or (c) copy, adapt, or otherwise reproduce the Customer's Confidential Information save as strictly necessary for the provision of the BidCore Services under the Agreement.

27. Change of Terms

If IPONWEB 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 IPONWEB that you do not agree to the change. If you advise IPONWEB that you do not agree to the change, you will be entitled to continue to use the BidCore Services for a period of 21 days from the date that you advise IPONWEB of this, after which you must stop using the BidCore Services.