

The MediaGrid Standard Terms for Publishers

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1. Definitions

"Advertising" means digital material together with related code made available to the MediaGrid Platform by Media Buyers including but not limited to all content, trademarks, branding features and 'look and feel'.

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

"Applicable Data Protection Law(s)" 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 provided by a Media Buyer via the MediaGrid Platform to a Publisher that includes an offer to buy Media.

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

"Bid Request" means an invitation (containing Publisher Data) to sell Media to Media Buyers provided to the MediaGrid Platform by a Publisher that includes certain desired criteria including 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.

"Data Processing Addendum" means the document located [here](#), that governs the processing of Personal Data by Grid in connection with the Service and Log Level Data.

"IAB" means the Interactive Advertising Bureau.

"Impression" means provision of the relevant Advertising Materials to the relevant Site after a Winning Bid has been successfully completed in accordance with section 3.

"Initial Term" is defined in the Term Sheet.

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

"Log Level Data" means Bid, Bid Request, and Impression related data received and/or generated by the MediaGrid Platform.

"Media" means digital advertising units on Sites where Advertising can be displayed.

"Media Buyer" means a third party that wishes to buy Media through the MediaGrid Platform.

"MediaGrid Platform" means Grid's proprietary online trading platform through which the Service is provided and where the Publisher can submit Bid Requests for Media that it wishes to sell, and Media Buyers can submit Bids for Media that they wish to buy through the operation of a dynamic, real-time exchange whereby Media is sold to Media Buyers whose Bids are selected by or on behalf of the Publisher.

"MediaGrid Publisher Agreement" or "Agreement" means the Term Sheet and these Standard Terms that together form a fully executed agreement between Grid and a Publisher.

"Media Revenue" is defined in the Term Sheet.

"Non-Personal Data" means data that is not Personal Data.

"Permitted Use" means authorised purposes for using and/or disclosing the Log Level Data, including but not limited to informing and optimising media buying, profiling and/or segmenting data subjects, submitting bids and serving advertising onto Media, and generating reports, insights, models and analyses therefrom.

"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.

"Publisher" is defined in the Term Sheet.

"Publisher Closing Price" is defined in the Term Sheet.

"Publisher Data" means data provided by Publisher to the MediaGrid Platform that does not identify Grid, a Media Buyer, Publisher or a Site (or information that the holder would already have in its possession before it was provided by Grid or to Grid) that the MediaGrid Platform uses for the day-to-day operation of the MediaGrid Platform, that only includes Personal Data that is being used in accordance with all Applicable Data Protection Laws. For clarity, Publisher Data does not include any Bid Data.

"Renewal Term" is defined in the Term Sheet.

"Service" is defined in the Term Sheet.

"Service Fee" is defined in the Term Sheet.

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

"Standard Terms" means these MediaGrid Standard Terms for Publishers.

"Term Sheet" means a fully executed MediaGrid Publisher term sheet between Grid and a Publisher that incorporates these Standard Terms.

"User Interface" or "UI" means an online tool (where available) that allows a user of the Service to access the Service.

"Winning Bid" is defined in section 3.1 below.

2. Applicability

These Standard Terms relate to the sale of Media using the MediaGrid Platform, including use of any UI and any other services made available by Grid 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 Grid relating to your use of the Service (unless expressly stated otherwise). Any contrary terms and conditions that you may have shall not apply to the Agreement.

3. Operation of the MediaGrid Platform

3.1 The MediaGrid Platform shall receive Bid Requests for Media from the Publisher which the MediaGrid Platform shall provide to Media Buyers. Such Media Buyers shall provide Bids in response to such Bid Requests to the MediaGrid Platform which Grid shall provide to the Publisher. Upon receipt of such Bids, the Publisher shall allow such Bids to participate in its internal media auction alongside other bids for the Media being sold by the Publisher and from which the Publisher may select as the Bid to buy the Media being sold (the **"Winning Bid"**). Upon selection of the Winning Bid, the MediaGrid Platform shall procure delivery of the winning Media Buyer's Advertising to the relevant Site (each an **"Impression"**). The Publisher Closing Price for each Impression is payable by Grid to the Publisher after deduction of the Service Fee in accordance with the Agreement.

3.2 Subject to the terms of the Agreement, you shall have the right to access and use the MediaGrid Platform solely for the purposes of (a) making your Media available for sale to Media Buyers; and (b) making Bid Requests and receiving Bids, Impressions and other data related to the delivery of Advertising through the MediaGrid Platform. You agree to ensure that all provisions of the Agreement are complied with by both you and any third party that you authorise to access and use the MediaGrid Platform on your behalf, including but not limited to use of the UI. You will be directly liable to Grid for any act or omission by you or any such third party that is not in accordance with the Agreement.

3.3 In relation to Grid's provision of the MediaGrid Platform and the Service to you, Grid and you shall each be an independent 'controller' of Personal Data, as defined by Applicable Data Protection Laws.

3.4 Further to these arrangements, you grant Grid a limited, non-exclusive, non-sublicensable, and non-transferable license (except as permitted under section 11) in relation to Personal Data and Non-Personal Data to create, use and disclose to third parties Log Level Data derived from your Bid Requests for the Permitted Use. In relation to Log Level Data derived from your Bid Requests that contains any Personal Data, Grid and you shall each be an independent 'controller' of such Personal Data, as defined by Applicable Data Protection Laws.

3.5 You agree that we can inform Media Buyers of the Service Fee we charge you for the Service.

4. Publisher Obligations

4.1 You warrant, represent and confirm that:

4.1.1 all Sites and their content shall comply with The MediaGrid Buyer and Seller Policies relating to the use of the MediaGrid Platform (available [here](#)), as updated by Grid and advised to you from time to time (the **"MediaGrid Buyer and Seller Policies"**);

4.1.2 you will not provide any data (including data containing Personal Data) to the MediaGrid Platform 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;

4.1.3 you have obtained all necessary consents from data subjects in accordance with all Applicable Data Protection Laws, to enable Grid to provide personalised Advertising to such data subjects (including, but not limited to, express named consent on behalf of Grid to enable Grid to undertake profiling and segmenting of such data subjects and create, use and disclose Log Level Data for the Permitted Use); and

4.1.4 you comply with the IAB's consent management platform (**"CMP"**) and/or any other GDPR compliant CMP and will send Grid all information reasonably requested by Grid (and as Grid may update from time to time).

4.2 Where applicable, you represent and warrant that each third party advertising technology partner that you work with in relation to the Media that you make available for sale through the MediaGrid Platform (each a **"Consented Third Party Vendor"**)

(a) has obtained all necessary consents from data subjects for purposes of personalizing advertising, in accordance with all Applicable Data Protection Laws; (b) complies with the IAB's consent management platform (**"CMP"**) and/or any other GDPR compliant CMP. For each Consented Third Party Vendor, you will send Grid all information reasonably requested by Grid (and as Grid may update from time to time).

4.3 You agree to comply with the Data Processing Addendum (if Personal Data is shared between the parties) and hereby authorize Grid to use all Non-Personal Data that you provide to the MediaGrid Platform for its own purposes.

4.4 To authorise Grid as your 'Authorised Digital Seller,' you agree to add 'themediagrid.com' with 'DIRECT' status to your ads.txt and/or app-ads.txt register and/or any other comparable system you may use from time to time to indicate that Grid is authorized by you to sell your Media (where any register is implemented by you).

4.5 You agree that if Grid, acting reasonably, believes that you do not comply with any obligations of this section 4 or the terms of an agreement with Grid and/or its corporate affiliate, Grid may immediately suspend your connection to the MediaGrid Platform (either with or without providing notice of this), until Grid is reasonably satisfied with your compliance.

5. Grid Obligations

5.1 Grid shall use all reasonable endeavours to provide Advertising to you in accordance with the Agreement.

5.2 Grid shall use all reasonable endeavours to ensure that Media Buyers ensure that their Advertising and the websites, goods and services that they promote shall comply with the MediaGrid Buyer and Seller Policies.

5.3 Grid will help you set up your systems to operate with the MediaGrid Platform and provide you with reasonable support and guidance by email via support@themediagrid.com.

5.4 Grid will measure the delivery of the Advertising using Grid's reporting systems and will provide a monthly report detailing the Publisher Gross Media Revenue for the month less the applicable Service Fee. If there is a discrepancy between Grid's reporting systems and yours, the Grid reporting systems will prevail. Grid will investigate any discrepancies over 10% upon request and use all reasonable endeavours to resolve the matter to your reasonable satisfaction.

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

6. Payment for Media

6.1 Grid shall pay you the Media Revenue less the Service Fee for all Media that you sell using the Service as set out in the Term Sheet. Grid reserves the right to withhold payment for Media until it has been paid itself for such Media.

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

6.3 Refund-Eligible Deliverables: Grid may request (and the Publisher shall repay to Grid) the Publisher Closing Price relating to any Impressions that are subsequently deemed by Media Buyers to be fraudulent, suspect in quality, or unusable according to such Media Buyers' or Grid's invalid traffic technology ("Refund-Eligible Deliverables"). Grid may request a refund for Refund-Eligible Deliverables and the Publisher will deduct such Refund-Eligible Deliverables from the next Publisher invoice provided to Grid At Publisher's request, Grid will provide the Publisher with monthly summary reports from Grid and/or from applicable Media Buyers containing the Impression and monetary values of the Media that a refund is sought in relation to, provided that the Publisher provides a 'Publisher ID' and website domain name in the case of website traffic (or application 'Bundle ID' in the case of application traffic) on the Bid Request offered to Grid.

7. Intellectual Property

7.1 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.

7.2 If Grid provides you with software and/or access to any User Interface in connection with the Service, Grid 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 Service. You may not copy, modify, distribute, sell or lease any part of the Service, including the software or User Interface, 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 Grid's prior written permission to do this. You will not remove, obscure or alter any Grid copyright notice (if any), branding or other proprietary rights notices affixed to or contained within the Service, MediaGrid Platform, User Interface, software or related documentation.

7.3 Each party hereby agrees and consents to the other party using its company and/or trading name and related branding to advise other users and potential users of the Service for marketing and promotional purposes relating to the Service.

8. Liabilities and Indemnities

8.1 You agree to indemnify, defend and hold harmless Grid, its affiliates, agents and Media Buyers 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. Media Buyers that use the MediaGrid Platform and any direct or indirect, wholly or partly owned subsidiaries and/or holding companies of Grid are third-party beneficiaries of this indemnity.

8.2 Subject to 8.3, Grid agrees to indemnify you and hold you harmless against any and all third-party claims and liabilities arising out of or related to Grid's breach of any part of the Agreement.

8.3 Grid shall only be liable to you for voluntary or gross negligent acts or omissions. This limitation does not apply to any damages resulting from loss of life, harm to body or health or from violations of essential contractual obligations. For damages resulting from any breach of essential contractual obligations, Grid's liability to you is limited to typical foreseeable damages.

9. Representations, Warranties and Disclaimers

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

9.2 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 Sites; and (ii) you have control over the way in which Media is made available through the MediaGrid Platform on Sites.

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

9.4 Grid will not be liable to you for any Advertising that a Media Buyer may make available to you through the MediaGrid Platform.

10. Compliance.

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

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

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

11. Limitation of Liability

11.1 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.

11.2 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).

11.3 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 GRID TO THE PUBLISHER IN ANY ROLLING 6 CALENDAR MONTH PERIOD ENDING THE DATE ON WHICH SUCH LIABILITY ARISES.

12. Assignment

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

13. Governing Law and Jurisdiction

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Publicity

Except as provided in section 7.3, 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.

21. No Third Party Rights

A person who is not party to the Agreement shall have no rights under any applicable laws to enforce any of the terms of the Agreement unless expressly stated otherwise herein.

22. Confidentiality

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

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

23. Integration

Notwithstanding any other provisions of the Agreement, Grid shall have no obligation to integrate your system(s) with the MediaGrid Platform, and Grid reserves the right to suspend (either temporarily or permanently) any integration process if you do not comply with Grid's reasonable requests and requirements relating to its integration.

24. Change of Terms

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

24.2 Notwithstanding the foregoing, you may, at any time, opt-out of providing Grid the license to use Log Level Data derived from your Bid Requests under section 3.4 above by giving at least 7 days' written notice of this to Grid (email sufficing). In which case, all references to Log Level Data derived from your Bid Requests herein shall no longer apply to you. Upon such opt-out, Grid shall cease to use any Log Level Data derived from your Bid Requests for anything other than providing the Service to you.