This EEA/UK/Swiss Data Privacy Addendum ("Addendum") is incorporated into the services agreement(s) (all such agreements, the "Agreement") between Quantcast and the counterparty(ies) identified in the Agreement ("Company").

This Addendum applies to the extent that GDPR and the ePD apply, as described below. This Addendum replaces any terms previously applicable to the processing of European Personal Information.

1. Definitions. Capitalized terms used in this Addendum that are not defined herein shall have the same meaning as set forth in the Agreement.

   1.1. "GDPR" means the EU General Data Protection Regulation (Regulation (EU) 2016/679) and any EU Member State laws implementing the GDPR, the UK GDPR and the UK Data Protection Act 2018.


2. ePD and GDPR Lawful Collection and Processing. To the extent that GDPR applies, including where webpages, advertisements or Company Media are accessed by individuals in the European Economic Area, Switzerland, or the United Kingdom and where Company Data that includes personal data subject to GDPR is provided (whether provided directly by Company or via third parties on Company’s behalf), Company agrees to:

   2.1. Provide users with information about (i) Quantcast’s use of Company Data and Quantcast’s use of cookies, tags, pixels or other tracking technologies, including campaign tags and ad serving tags ("Tags") 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 Products and Services Privacy Policy (https://legal.quantcast.com/#privacy).

   2.2. Obtain any required consents for (i) Quantcast’s use of Company Data and of Tags 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.

   2.3. As to Tags, 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 Company has 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) shall be deemed to be met.

3. GDPR Joint Controllership. To the extent that GDPR applies, including where webpages, advertisements, or other Company Media are accessed by individuals in the European Economic Area, Switzerland, or the United Kingdom and where Company Data that includes personal data subject to GDPR is provided (whether provided directly by Company or via third parties on Company’s behalf), Company and Quantcast acknowledge joint determination of the means and purposes of processing of personal data. Such joint controllership covers the collection of personal data through the Tags and any other transmission of such personal data to Quantcast. The parties agree 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 Company remain separate and independent controllers. The parties’ respective 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 Company Media on which Company placed Tags is as follows:

   3.1. Without prejudice to any obligations set forth in Agreement, Quantcast will ensure that it has a legal basis for the collection
and processing of personal data. Quantcast will make available information about its data processing, as well as a means for users to exercise their data subject rights and other information required by GDPR, in its Products and Services Privacy Policy at https://legal.quantcast.com/#privacy. Quantcast will implement appropriate technical and organizational measures to enhance the security of its processing of personal data.

3.2. In addition to any obligations set forth in Agreement, Company will ensure that it has a legal basis for the collection and processing of personal data. Company will make available information about its data processing and other information required by GDPR in its privacy policy.

3.3. If any user exercises its rights under GDPR with respect to the processing of personal data collected by Quantcast from Company Media on which Company placed Tags, or if Company is contacted by a supervisory authority with regard to such processing, Company 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.qil@quantcast.com. Quantcast agrees to respond to such requests as required by GDPR. For the avoidance of doubt, Company is not authorized to answer on Quantcast’s behalf.

4. Application. For the avoidance of doubt, this Addendum applies to all Quantcast-branded services used by Company, such as Quantcast ad serving.