

ADDITIONAL TERMS

Last Updated: May 22, 2024

These Additional Terms supplement the Master Services Agreement or other agreement (“**Agreement**”) between the party using Quantcast’s services (“**Company**”) and Quantcast (as defined in the Agreement).

Quantcast may modify these Additional Terms. Quantcast will notify Company by making the revised version available on this page or an identified successor page, and an updated revision date will indicate that changes have been made. If Company does not accept the changes, Company must stop using the relevant Services. Company’s continued use of such Services after Quantcast publishes changes means that Company consents to the updates. Any capitalized terms not defined in the Additional Terms shall have the meaning given to such terms (or such similar defined terms) in the Agreement.

GENERAL

1. Trial Services

This section will apply if Company selects the Trial option when signing up for Quantcast Services. Quantcast may make available to new Quantcast customers a trial period for limited use of the Services (“**Trial**”). Unless the Trial description provides for a different period, the Trial will last for a period of 14 days only and may only be used once (unless an exception is made by Quantcast). After the Trial, Company will be required to submit payment to Quantcast in order to continue accessing the Services. If Company does not wish to continue using the Services after the Trial, Company may close its account via the Platform. Failure to act will result in Company’s access to the Services being automatically disabled. Company will not attempt to circumvent the limit on Trials, including by registering multiple accounts. Quantcast reserves the right to change the features of the Trial and/or remove or cancel the Trial at any time with no liability. For purposes of the Trial, the Services are provided on an ‘as is’ basis, without any representations, warranties, or covenants by Quantcast.

2. Test Releases

From time to time, Quantcast may offer Company the right to use certain experimental features and functionality (“**Test Releases**”), including those identified as “alpha” or “beta”. All Test Releases shall be provided on an ‘as is’ basis, without any representations, warranties, or covenants by Quantcast, and may be terminated by Quantcast in its sole discretion. Notwithstanding any other provision in the Agreement, Quantcast shall have no liability for Test Releases. Use of Test Releases may be subject to additional terms and conditions, which Quantcast will provide in each applicable instance.

INVENTORY RELATED TERMS

3. Quantcast Curation Services

The Services may provide Company the option to purchase packages of Inventory, curated by Quantcast and/or by or on behalf of Company (“**Curated Inventory**”). For the avoidance of doubt, Curated Inventory constitutes “inventory” or “Inventory” (or similar terms such as “supply”) under the Agreement. Company may only use Curated Inventory curated by Quantcast via the Services. Any inventory sourced by Company must meet the requirements of the Quantcast Supply Policy.

4. Additional Inventory Provider Restrictions

By accessing and using the Inventory Providers, Company agrees to comply, and shall be liable for its non-compliance with the applicable Inventory Provider Restrictions as linked below:

- Telaria and Rubicon: <https://www.magnite.com/legal/ad-quality-guidelines/>
- Pubmatic: <https://pubmatic.com/legal/aq-policy/>

THIRD-PARTY SERVICES

5. LiveRamp Services.

The following terms apply to the extent Company uses any product or service of LiveRamp, Inc. or its subsidiaries (collectively, “LiveRamp”) in connection with the Platform or Services, outside of a direct agreement between LiveRamp and Company. For clarity, “Third-Party Services” as used in the Agreement shall include use of any LiveRamp product or service with the Platform.

LiveRamp Usage Terms. Company agrees that LiveRamp is an intended third-party beneficiary to this Agreement with respect to this Section and has the right to enforce this Section directly against Company, and Company agrees: (a) to authorize LiveRamp to provide its Data Onboarding Services to Company, including to access and download Company's CRM data for placement of data cookies and delivery of such cookies to Quantcast; (b) to upload all data to LiveRamp's SFTP site, and not provide such data directly to Quantcast. Company is prohibited from sending Quantcast any Direct Identifiers, or recombining any data it receives from Quantcast with Direct Identifiers; (c) Company will not (i) resell or provide access to LiveRamp's Data Onboarding Services to anyone except Authorized Users, (ii) re-identify, derive any data from, or otherwise reverse engineer data Company may receive through LiveRamp's Data Onboarding Services, (iii) use such service to sell or advertise any products that are considered or related to adult entertainment, tobacco, illegal gambling, firearms, or any other illegal product; (d) Company will not provide LiveRamp with any data (i) related to any restricted or sensitive categories of data, including individual's health or medical condition, sexual orientation, or religion, (ii) of those under age 18 (or age 13 if from Australia), or (iii) which Company does not own or have rights to, or has not otherwise obtained consent for; and (e) to additionally warrant that: (i) it will not direct data to any destination other than Quantcast unless Company has a direct agreement with the entity controlling such third-party destination and the handling of such data by such third-party destination is subject to the terms and conditions of that direct agreement, (ii) it has obtained and maintains all required consents under Applicable Privacy Laws for LiveRamp to collect, use and retain personally identifiable information provided to LiveRamp hereunder for purposes of LiveRamp providing its Data Onboarding Services.

LiveRamp Fees: During each month of the Term that Company utilizes Quantcast's upload facility (e.g., a Quantcast S3 bucket) to provide data to LiveRamp or otherwise utilizes LiveRamp with the Platform outside of a direct agreement between LiveRamp and Company, Company shall additionally pay Quantcast “LiveRamp Fees” at the rates communicated by Quantcast to Company. For clarity, “Third Party Costs” as used in the Agreement shall include the LiveRamp Fees.

For avoidance of doubt, Quantcast is not liable for any fees to LiveRamp for Company's use of its own upload facility with LiveRamp or otherwise under Company's direct agreement with LiveRamp.

Data Subject Requests: At least one every thirty days, Company will provide updated data that omits any data subject to an opt out or deletion request.

6. Stripe Payment Services

Quantcast uses Stripe to execute online payment transactions (e.g., credit card, wire transfer, automatic ACH, etc.). If Company uses this feature, it agrees to be bound by the Stripe Connected Account Agreement, available at <https://stripe.com/connect/account-terms>, to comply with the Stripe Payment Method Terms, available at <https://stripe.com/gb/legal/payment-terms> and to be subject to the Stripe Privacy Policy, available at <https://stripe.com/privacy>. Company also understands and agrees to the business restrictions imposed by Stripe at <https://stripe.com/gb/legal/restricted-businesses>. Each of these terms may be updated from time to time. For avoidance of doubt, if any payment Company initiates using Stripe does not successfully complete, Company is obligated to immediately pay Quantcast by another means acceptable to Quantcast and Company is liable for any costs, penalties or charges imposed by Stripe. Company authorizes Quantcast to make repeating automatic payments using the credit card or other payment means provided to Stripe. For clarity, “Third-Party Services” as used in the Agreement shall include use of any Stripe product or service with the Platform.

