

## ADDITIONAL TERMS

These Additional Terms supplement the terms of the agreement (e.g., the [Quantcast Buyer Terms](#), a Master Services Agreement, insertion order 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 agree to the changes, Company must stop using the relevant Services. Company’s continued use of such Services after Quantcast publishes changes means that Company agrees 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. If a capitalized term is not defined in the Agreement, it has the meaning given in the [Quantcast Buyer Terms](#).

## 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. Quantcast may suspend or terminate your access to or use of any Trial Service at any time. 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 changed or 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.

### 3. Artificial Intelligence

Certain Services may incorporate generative AI tools. While we strive for accuracy and quality, there may still be inaccuracies or omissions in the information. Company is solely responsible for its use of such tools, the output of such tools and for any decisions or actions taken on the basis of such tools and output (e.g. campaign management and optimization, etc.). Company will use the output of AI tools solely for advertising campaigns with Quantcast. AI tools and output are subject to all Quantcast disclaimers in the Agreement.

Without limiting any other provision of the Agreement, Quantcast may collect information about its customers’ interaction, inputs and use of AI tools (e.g., how Authorized Users engage with the AI tools, etc.) for purposes of understanding how its customers use the Services and providing, customizing, and improving the Services, including the AI tools.

### 4. Creative Services

The following terms apply if Company uses the Services to generate ad creatives or other content (“**Creatives**”).

Company is solely responsible for all Creatives and any materials provided by Company to Quantcast for such Creatives (“Company Materials”), including their legality, accuracy, and appropriateness. Without limiting the foregoing, Company is solely responsible for ensuring that Creatives include any legally required disclosures, notices or other language and for compliance with all applicable data privacy obligations (including as to any information collected by such Creatives). Any use of Creatives (including saving, exporting, copying, sharing, disclosing and publishing) constitutes Company’s express approval of Creatives. Company represents and warrants that Company owns or otherwise has all rights needed to provide the Company Materials and to use Creatives. For the avoidance of doubt, Company shall retain all intellectual property rights in the Company Materials.

Company will use Creatives solely for advertising campaigns with Quantcast. Company will use Creatives in compliance with all applicable laws and in accord with this Agreement, including the Campaign Policy: <https://legal.quantcast.com/#campaign-policy>. Company will not use the Services to create or share inappropriate content or material. Quantcast may immediately remove any Company Materials, Creatives and related information from its Services at any time, in Quantcast’s sole discretion.

Company acknowledges that because of the nature of these Services, Creatives may not be unique and that the Services may generate the same or similar output for Quantcast or other users. Other users may input similar prompts and receive the same, similar or different Creatives (but not including any Company Materials).

Without limiting any other provision of the Agreement, Quantcast does not make any warranty or representation regarding Creatives, including that Creatives comply with applicable laws or do not infringe the rights of any third party (such as copyright, trademark, rights of privacy and publicity, and defamation).

The following is added to Company’s existing indemnity obligations under the Agreement:

Company shall indemnify, defend and hold harmless Quantcast, its affiliated entities, its vendors and its and their directors, officers, employees and agents, and its and their respective successors, heirs and assigns (“Quantcast Parties”) against any Liabilities incurred by the Quantcast Parties in connection with any third-party claim (including any regulatory or governmental action) arising out of or relating to Company Materials or Creatives.

## **COMPANY DATA**

### **5. Onboarded Data**

As to Company Data that Company onboards to the Platform, at least once every thirty (30) days, Company will provide any opt outs and deletion requests via the technical means set forth in Quantcast’s documentation (e.g., see [Customer \(CRM\) Audiences](#) or other instructions provided by Quantcast). Quantcast will retain any first-party audience data provided by Company for up to ninety (90) days or such other time period set forth in Quantcast’s documentation.

### **6. Sensitive Data**

Without limiting the restrictions set forth in the Agreement, Company will not provide Quantcast with any data considered sensitive location data under applicable laws, including guidance and orders from the U.S. Federal Trade Commission where applicable.

### **7. Company Tags**

Company is solely responsible for any pixels, tags, macros or other data collection mechanisms that send data to Company and/or third parties (“**Company Tags**”) included in Company’s ads, websites, apps and other materials, regardless of whether Company Tags are implemented by Company or Quantcast on Company’s behalf. In connection with Company Tags, Company represents and warrants that (a) Company and the third parties comply with all applicable laws, provide notice and choice to users and obtain any consents required by applicable laws and industry standards; and (b) as to data collected/provided by Company Tags, any such third party is acting solely as a processor or service provider to Company under applicable laws and regulations. To the extent that Company Tags provide any data to Quantcast, such data constitutes Company Data. Company’s indemnity obligations under the Agreement include all claims arising from or related to such Company Tags.

### **8. Data Sharing**

The following applies if Company requests Quantcast to share data with a third party providing services to Company ("**Company Service Provider**"), such as Google Analytics. Such requests include integrating Company's Quantcast account with Company's account with a Company Service Provider (e.g., by inputting Company's Google Analytics account key into the Quantcast Platform). Quantcast shares such data at Company's instruction, acting as service provider or processor to Company. Company is solely responsible for Company Service Providers, its agreements with such Company Service Providers and their services, including imposing obligations and restrictions on Company Service Providers' use of data received from Quantcast. Such third party services do not constitute Services or Third Party Services under the Agreement.

Company will (a) use such shared data solely via Company Service Provider(s) and solely for the purpose of conducting campaign analytics, attribution or measurement using the Company Service Providers' services; (b) require that Company Service Provider(s) only use shared data to provide services on Company's behalf and not for any other purpose; (c) not attempt to obtain the shared data itself from Company Service Provider(s); (d) not use (and will prohibit Company Service Provider(s) from using) shared data for any other purpose, including targeting, retargeting or creating or supplementing audiences, profiles or identity graphs; and (e) only use shared data in connection with the services provided to Company by Quantcast (i.e., measurement of campaigns run via the Quantcast platform).

Company will indemnify, defend and hold harmless Quantcast against any claim, liability, damage, loss or expense (including reasonable attorneys' fees and costs) incurred in connection with any third-party claim (including, for clarity, any regulatory or governmental action) arising from or related to Quantcast's provision of shared data to Company Service Provider(s) or any Company Service Provider's use of shared data.

## 9. SDKs

Any Quantcast SDKs are subject to the following additional terms. Subject to your compliance with the Agreement, Quantcast grants you a limited, worldwide, royalty-free, non-assignable and non-exclusive license to use the Quantcast SDK during the Term for the purpose described in the applicable documentation (e.g., to provide Quantcast with data regarding online and/or offline sales or other conversions via the CAPI SDK). Quantcast SDKs constitute "Services" under the Agreement. For some implementations, use of a Quantcast SDK may require agreement to further additional terms.

## INVENTORY RELATED TERMS

### 10. 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.

### 11. 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

### 12. 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. Company will only provide data to LiveRamp for permitted territories.

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.

### **13. 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.

### **14. PAYMENT CARDS**

By providing payment card information (including via Stripe), Company represents that it has authority to authorize Quantcast to charge the payment card for amounts owed to Quantcast by Company and acknowledges that such information may be used by any Authorized User with access to Company's account.